



**INVITATION FOR BID #45-0-2017/SB  
WELL REPAIRS, MAINTENANCE AND REHABILITATION SERVICES**

Procurement Department  
120 Malabar Road, SE  
Palm Bay, FL 32907-3009

ISSUE DATE: 5/23/2017  
Page 1 of 39

PROCUREMENT CONTACT:  
Susan Blair - CPPB  
PHONE NUMBER: (321) 952-3424  
FAX: (321) 952-3401  
E-MAIL: [susan.blair@pbfl.org](mailto:susan.blair@pbfl.org)

**BIDS TO BE RECEIVED NO  
LATER THAN 5:00 PM ON  
TUESDAY, 6/13/2017**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR Bid	
Bidder Name:	Bids are firm for 90 days
Address:	Yes___ No___ Other_____
City, State, Zip:	Do you accept Visa? <input type="checkbox"/> YES <input type="checkbox"/> NO
Phone Number:	List of Deviations (if any) attached
Fax Number:	Yes___ No___
E-Mail Address:	If submitting a "NO BID", state reason:
FEIN Number:	_____
	_____

Bid packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at the CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Receipt of Bids will be officially closed after time and date identified above. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Bids.

One (1) original (MARKED "ORIGINAL") and one (1) copy plus one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Bid sheets and required attachments shall be executed and submitted in a sealed envelope. Bidder shall mark Bid envelope, IFB No. 45-0-2017/SB – Well Repairs, Maintenance and Rehabilitation Services. Bidder's name and return address shall be clearly identified on the outside of the envelope.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title (typed or printed)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

## CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This “Standardized Check List” has been provided to assist the Bidder with the submission of their Bid package. This Check List cannot be construed as identifying all required submittal documents for this project. Bidders remain responsible for reading the entire Bid document to insure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Bids, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Bids. The City specifically reserves the absolute right to determine the seriousness of any bidder’s failure to specifically conform to the requirements of the Bid document. Bidders cannot utilize the City’s determination of the seriousness of any specific non-conformance as a basis to protest the award of any bid. Bids may be considered subject to rejection if in the sole opinion of the City: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Bid, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Bids where Bidders fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Bidder has completed, signed (blue ink) and included Invitation for Bid Cover Sheet (page 1)			
Bidder has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)			
Bidder has provided One (1) Original hard-copy Bid (marked “ <b>ORIGINAL</b> ”), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the bid complete with all supporting documentation			
Bidder has provided the number of one (1) hard copy of their bid (marked “ <b>COPY</b> ”), as referenced in Section I (page 4)			
Bidder has confirmed that their Bid reflects all Addenda for this project (all Addenda will be posted to Demandstar.com and PublicPurchase.com for notification and retrieval)			
Bidder has submitted the required documents from pages 13, 14 and 15 ( <b>bolded</b> )			
Bidder has completed, signed (blue ink) and included their Bid Form			
If applicable, Bidder has provided a signed Conflict of Interest statement			
Bidder completed and included their Reference Form			
Bidder has completed, signed (blue ink) and included their Identical Tie Bid sheet with signature – (if applicable)			
Bidder has signed (blue ink) and included their Bidder’s Insurance Requirements Acknowledgement			
Bidder has completed and included their Local Preference Certification Statement (not required for Class “D”)			
Bidder has included a copy of business tax receipt (occupational license)			
Bidder has signed and notarized & included their Non-Collusion Affidavit			
Bidder has read, understood and submitted all required documentation for bid evaluation.			

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

# SECTION I

## **INTRODUCTION & INSTRUCTIONS TO BIDDERS**

The City of Palm Bay (hereinafter referred to as "City") is requesting sealed Bids for Well, Pump and Motor Rehabilitation.

**BID DUE DATE & TIME: TUESDAY, JUNE 13, 2017 AT 5:00 P.M.** Bid packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Bids are to be received NO LATER THAN 5:00 P.M. after which time receipt will officially be closed. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Bids.

**NOTE: Bids will not be opened on the same date and time as identified above.** The Bid opening will be conducted in a public meeting to begin at 10:00 A.M. on, Wednesday, 6/14/2017. **Only the NAME of the firms who submitted a response to this Invitation for Bid will be read aloud.** The location of the opening will be the Procurement Department, Conference Room, 120 Malabar Road, SE, Suite 200, Palm Bay, FL 32907.

All Bids must be executed and submitted in a single sealed package. Bidder shall mark Bid package, "IFB No. 45-0-2017/SB – Well, Pump & Motor Rehabilitation." Bidder's name and return address should be clearly identified on the outside of the package.

### **Bidder shall submit two (2) complete sets with all supporting documentation:**

- One (1) hard-copy original (marked "ORIGINAL") and signed in blue ink, plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the Bid complete with all supporting documentation.
- One (1) hard-copy (marked "COPY")

Bids submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of a Bid in response to this Invitation for Bid constitutes an offer by the Bidder. Bids, which do not comply with these requirements, may be rejected at the option of the City. It is the Bidder's responsibility to ensure that Bid submittals are in accordance with all addenda issued. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. Addenda are available online at <http://www.demandstar.com>, and [www.publicpurchase.com](http://www.publicpurchase.com). Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org/procurement>.

Bids not submitted on the enclosed Bid Form may be rejected, unless stated otherwise in the Bid documents. If a Bidder wishes not to submit a Bid, complete and return the "NO BID RESPONSE" on Page 1.

For information concerning procedure for responding to this Invitation for Bid (IFB), contact Susan Blair – CPPB, Procurement Contract Administrator; Procurement Department at (321) 952-3424. Such contact is for clarification purposes only. Material changes, if any, to the Scope of Services, or Bid procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the Bid Documents shall be submitted in writing and directed to the City of Palm Bay, 120 Malabar Road SE, Suite 200, Palm Bay, FL 32907, Attention: Susan Blair – CPPB, Procurement Contract Administrator; Procurement Department. Questions may also be sent via fax at (321) 952-3401 or e-mail at [susan.blair@pbfl.org](mailto:susan.blair@pbfl.org). Questions received less than seven (7) calendar days prior to Bid due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other

interpretations or clarifications will be without legal effect and shall not be relied upon by Bidders in submitting their Bids.

**STANDARD TERMS & CONDITIONS**

**ACCEPTANCE AND REJECTION** - The City reserves the right to accept or reject any and all Bids, and to accept the Bid which best serves the interest of the City of Palm Bay. The City may award sections individually or collectively whichever is in its best interest.

**ADDENDUM AND AMENDMENTS TO INVITATION FOR BID:** If it becomes necessary to revise or amend any part of this Invitation for Bid, the City's Procurement Department will furnish the revision by written Addendum to all prospective Bidders who are recorded with the City as having received an original Invitation for Bid. Addenda information will be posted online at <http://www.demandstar.com>, and [www.publicpurchase.com](http://www.publicpurchase.com). Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org/procurement>. Bidders are responsible to check any of these locations for updates.

**AWARD** - Award will be made to the lowest and best responsible bidder whose Bid is determined by the City, to be in the best interest of the City.

**BID ACKNOWLEDGE:** By submitting a Bid, the bidder certifies that he/she has full knowledge of the scope, nature, and quality of work to be performed.

**BIDDER EXPENSES** - No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that bidder may incur in preparing and submitting Bids called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the bidder. The City will not be liable for any costs incurred by the bidder in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

**CONFLICT OF INTEREST** – The Bidder certifies that this Bid has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the City or of its agencies. Bidders must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

**COOPERATIVE AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** The submission of a bid in response to this Invitation for Bids constitutes a contractual agreement, at the option of the Successful Bidder, for the same prices, terms and conditions, to other governmental and quasi-governmental agencies.

**DEVIATION FROM SPECIFICATION** - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Bidder shall be held accordingly.

**DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity (Section 287.134(3)(d), Florida Statute).

**ECONOMY OF PREPARATION:** The Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidders' ability to fulfill the requirements of the Bid.

**EX PARTE COMMUNICATION:** Ex Parte Communication means any oral or written communication relative to a solicitation, evaluation, award or contract controversy that occurs outside of an advertised public meeting or occurs with someone other than the Chief Procurement Officer, subject to the exclusions identified in Section 38.20 of the City of Palm Bay Code of Ordinance.

- (A) Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement. Therefore, any ex parte communication between a bidder, proposer, contractor or protestant (or its employees, agents or representatives) and the City (its members, employees, agents, legal counsel, contractors, or representatives) during the selection process and award is strictly prohibited. Ex parte communication is prohibited during the following periods:
- (1) From the date of advertising of the solicitation through award of a contract; and
  - (2) From initiation of a protest of an award or contract through resolution for the parties involved in the protest.
- (B) Exclusions: This requirement shall not prohibit:
- (1) Pre-Bid and Pre-Proposal Meetings: Meetings called or requested by the Chief Procurement Officer and attended by bidders or proposers for the purpose of discussing a solicitation, evaluation or selection process including, but not limited to, substantive aspects of the solicitation document. Such meetings may include, but are not limited to, pre-bid or pre-proposal meetings, site visits to the City's facilities or property, site visits to bidders' or proposers' facilities, interviews/negotiation sessions as part of the selection process, and presentations by proposers or submitting firms. Such authorized meetings shall be limited to topics specified by the Chief Procurement Officer.
  - (2) Solicitation documents may provide for communications from bidders or proposers to designated Procurement Department staff or discussion at meetings called or requested by the City pursuant to this subsection.
  - (3) Addressing the City Council regarding non-procurement topics at public meetings.
  - (4) The filing and processing of a written protest to any proposed award to be made pursuant to the solicitation, evaluation and selection process. Protest proceedings shall be limited to open public meetings, with no ex parte communications outside those meetings;
  - (5) Contacts by the City's current contractors but only in regard to:
    - a. any work being performed on City projects unrelated to the solicitation, or
    - b. any City projects under the prohibited ex parte communications for which the current contractors do not intend to submit a response or have not submitted a response to any solicitation documents for those projects;
  - (6) Communications between the Chief Procurement Officer or other City representatives and the bidder or contractor for routine matters arising from ongoing projects or contracts previously awarded;
  - (7) Contacts by bidders and proposers (actual or potential) and the City regarding other projects unrelated to the purchase for which the bidders or proposers (actual or potential) may intend to submit a response or have submitted a response to any competitive solicitation;
  - (8) Communications between the Chief Procurement Officer and bidders and/or proposers (actual or potential) for matters regarding pending purchases. Written questions shall be made to the named contact person.
  - (9) Violation of this provision shall be grounds to: disqualify the violator from the award of the purchase, void any award to or contract with the violator, and/or temporarily suspend or permanently debar the violator from future contracts with the City.

INFORMALITIES - The City of Palm Bay reserves the right to both waive any informality in Bids and to determine, in its sole discretion, whether or not informality is minor.

INFORMATION AND LITERATURE - Bidders are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the designated buyer. Interpretations, that may affect the eventual outcome of this Bid, will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Palm Bay.

PRICING - If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

PUBLIC ENTITY CRIMES – By submission of response to the City's Invitation for Bid on this project, bidder acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids for leases of real property to a public entity, may not be awarded or perform work as a Successful Bidder, 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 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS: Sealed bids, Bids or replies received by an agency pursuant to a competitive solicitation **are exempt** from Section 119.07(1) and 24(a) Article I of the State constitution **until such time as the agency provides a notice of an intended decision or until 30-days after opening the bids, Bids, or final replies, whichever is earlier.**

Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his or her response is exempt from disclosure, then the Bidder, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records once that information is determined to be available.

If an agency rejects all bids, Bids, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, Bids, or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation, or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all bids, Bids or replies.

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

- law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

**If the contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor' duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Procurement Department, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907; 321-952-3424 or [procurement@pbfl.org](mailto:procurement@pbfl.org).**

QUANTITIES - The City reserves the right, in its sole discretion, to increase or decrease total quantities as it deems necessary. Quantities listed on Bid sheet(s) identify anticipated award amounts.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The bidder shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the bidder as it deems appropriate, including but not limited to, a background investigation of service personnel.

REQUEST FOR MODIFICATION: The City reserves the right to negotiate a final agreement with the top-ranked bidder to more fully meet the needs of the City.

RESPONDENT/RECOMMENDATION OF AWARD INFORMATION: The Notice of Consideration for Award for Bids will be posted at least five (5) business days in advance of such award. Bidders are responsible to check the following locations for updates on this Bid's status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907; at <http://www.demandstar.com> and [www.publicpurchase.com](http://www.publicpurchase.com). Links to both websites are available through the City's Web Page <http://www.palmbayflorida.org/procurement>. Notice of Award, Bids currently available, and Tabulation sheets are available Online. Bidders, who do not have Internet access, may request a copy of the tabulation by contacting the Procurement Department. (NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

RESPONSIBLE BIDDER: A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

**RESPONSIVE BIDDER:** A contractor, business entity or individual who has submitted a bid or Bid that fully conforms in all material respects to the IFB and all of its requirements, including all form and substance.

**SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT:** Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that have been placed on: the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel; the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities SCRUTINIZED in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

**TAX EXEMPTIONS** - The City of Palm Bay is tax exempt. The City of Palm Bay's tax-exempt number is 85-8012646361C-4.

**TERM** - The period of this Agreement shall be for twelve (12) months. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

**TIME FOR CONSIDERATIONS** - Bids will be irrevocable after the time and date set for the opening of Bids and for a period of ninety (90) days thereafter.

**TRADE SECRETS** - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

### **SPECIAL CONDITIONS**

**CONTRACTOR SECURITY ID CARDS:** All vendors and contractors who enter into a business arrangement with the City will be required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of their awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, as amended by City Ordinance Number 2007-96. For more information view [Public Protection Act - Chapter 98 in the Code of Ordinances](#).

Your "Contract Employee" is defined as: *"Any individual who is employed regularly, seasonally, on a per diem basis, whether or not compensated, to fulfill a duty or obligation of the contractor in or for the City of Palm Bay. Contract Employee shall not include employees of the contractor who do not perform duties within the city limits or who do not have regular contact with the public as a representative of the City."*

Prior to being issued a City security ID card, the contractor shall complete the [application](#) which acknowledges, under penalty of perjury, that the contract-employee works or provides service for the contractor, whether for compensation or not, and authorizes the issuance of a City security ID card to the Contract Employee. The security ID card will provide limited information identifying the Contract Employee (including, but not limited to, name, date of birth, address, and either a driver's license number or the number of a state-issued identification card), and will provide an expiration date (which shall not be later than the term of the contract).



The City shall retain the right to verify the information contained on the application and shall require the Contract Employee to present his or her driver's license or state-issued identification card prior to sitting for a photograph or being issued a City security card. The City shall retain the right to request fingerprints of the contract-employee and/or conduct a background investigation if it is deemed necessary.

There are a few exceptions to the Public Protection Act which include:

- those who provide a service to the City, where the City is the consumer of such service and the contractor is repairing, maintaining or installing its equipment which has been leased or sold to the City (i.e., a repairman coming into a City office to repair a copy machine, Waste Management emptying dumpsters, etc.) and the Contract Employee has no significant contact with the public, regardless of the existence of a contract or other business arrangement;
- those who provide a service to the City where the City is a recipient of routine deliveries (i.e. Fed-X driver);
- the employees of any contractor whose business has more than five hundred (500) employees and which can document at least one other governmental client which is a county, a county school board, a sheriff's office, a municipality with a population of more than 70,000 persons, the State of Florida or an agency thereof (i.e., Water Management District, County Housing Authority, etc.) or the Federal Government or an agency thereof
- City Risk Manager approval of specific job assignments where the wearing of a security card poses an unusual risk or harm Contractors are responsible to determine how this law applies to their company.

**LOCAL PREFERENCE:** In accordance with Ordinance #2016-59, Chapter 38 in the City's Code of Ordinances entitled "Procurement Department." Section 38.097 – Local Business Price Preference allows for a Local Preference Policy effective October 1, 2016. The Policy includes:

**Definitions:** The term "**Business**" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

- a. **Class A Business** – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- b. **Class B Business** - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- c. **Class C Business** - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Brevard County.
- d. **Class D Business** – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

Provided that: 1) A Business can only qualify for one class preference level; 2) A Business with outstanding liens, fines or violations with the City shall not be eligible to qualify for Class A, Class B, or Class C status; 3) A Business which operates through the use of a post office box, mail house or a residential/home address shall not be eligible to qualify as either a Class A, Class B or Class C Business, with respect to the business's location; and 4) The City may require, at the City's discretion, from a Class A or Class B business, evidence of employee's residency through the production of current Florida Drivers Licenses, copies of Brevard County tax bills; current utility bills (i.e. water, electric), or other type of similar documentation that demonstrates that the

employee's residence is physically located within the City of Palm Bay. 5) Post office boxes or mail house mailing addresses do not qualify.

The term "**Budget Cost**" shall mean the estimated cost of the project as determined by the appropriate Department Director and certified to the Chief Procurement Officer prior to the opening of said bid. For multi-year agreements, "Budgeted Cost" will be calculated on the actual estimated annual expenditure; for one-time purchases, calculation will be based on the current year budgeted amount.

**Procedures for Granting Local Price Preference in Procurement and Contracting for purchases in excess of \$100,000<sup>00</sup>:**

For awards up to and including five-hundred thousand dollars (\$500,000.00):

- 1) **Class A Business** – five percent (5%) price preference;
- 2) **Class B Business** – three percent (3%) price preference;
- 3) **Class C Business** – one and a half percent (1.5%) price preference.

For awards greater than five-hundred thousand dollars (\$500,000.00) up to and including one-million dollars (\$1,000,000.00):

- 1) **Class A Business** – Three percent (3%) price preference;
- 2) **Class B Business** - Two percent (2%) price preference;
- 3) **Class C Business** – one percent (1%) price preference.

**The local preference shall not be applied in the following circumstances:**

1. The business submits a response that exceeds the projected budget cost;
2. The price bid is in excess of one million dollars (\$1,000,000<sup>00</sup>);
3. State statute, federal law, or applicable county ordinance prohibits the use of local preferences;
4. The work is funded in whole or in part by another governmental entity, and their laws, rules, regulations, grant, or policies prohibit the use of local preferences;
5. Emergency purchases;
6. Sole source purchases;
7. Cooperative purchasing agreements or utilization of other agency contracts;
8. The Chief Procurement Officer, City Manager or City Council has determined that the business is not responsive, not responsible, or otherwise unqualified to perform the work.

## SECTION II

### **AGENCY OVERVIEW**

The City of Palm Bay, incorporated January 16, 1960, is a political subdivision of the State of Florida. The legislative branch of the City is composed of five elected Council Members, one of which is the Mayor. The City Manager is responsible for the execution of Council's established and adopted policy. The City, with an estimated population of 110,000 residents, is the largest incorporated area in Brevard County.

*(Please visit our official web site, [www.palmbayflorida.org](http://www.palmbayflorida.org))*

On December 16, 1992 the City of Palm Bay purchased the General Development Utility System for \$31,900,000. For years the utility growth characteristics were controlled by the private utility with little respect to the City's Comprehensive Plan. A local government's control over the utility expansion services plays a major role in effective long-range land use planning, and brings the City into concurrence with State requirements for providing water and sanitary sewer service throughout the City. Therefore, the purchase of this facility has proven to be one of the City's greatest assets. With the City's acquisition in place, the utility embarked on an aggressive infrastructure improvement plan. Our goals are:

- To provide water and sewer utility infrastructure throughout the City consistent with the City Comprehensive plan.
- To correct negative environmental impact and provide utility service, groundwater and environmental protection that will promote public health, safety, and welfare of the citizens of Palm Bay and surrounding areas.
- To improve fire protection throughout the City.
- To provide wastewater reuse to green space areas.
- To provide a safe potable water product throughout the City and to outside City customers.
- To collect, treat, and dispose of wastewater in a manner consistent with mandated Federal, State and Local regulations
- To provide all of these services on a continual basis in a reasonable cost effective manner.

### **SCOPE OF WORK**

1. The City of Palm Bay is requesting bids for Well Repair, Maintenance and Rehabilitation Services for the City of Palm Bay Utilities Department.
2. Equipment will primarily be from water wells; however, repair services may be requested for various other pumps, motors and other miscellaneous equipment from the water and wastewater plants.
3. Contractor shall provide all labor equipment, supplies necessary to perform repairs.

### **DESCRIPTION OF SERVICES**

1. Well/Pump/Motor Maintenance - The Contractor shall assist with any well/pump/motor maintenance within the Utility facilities and shall comply with all Florida Department of Environmental Protection (FDEP) regulations. This will include removal of pumps such as submersible, vertical, turbine and other pumps. The contractor will also assist in pulling motors as needed, and assist in troubleshooting various problems within the system.
2. Chlorine Disinfection Maintenance – Shall be performed on an individual basis as determined by the monthly trend data available at the time; or, as determined by the Water Plant Superintendent. The chlorine is to be injected under pressure down into the well.

3. Swabbing – Shall be performed on an individual basis as determined by the Water Plant Superintendent.
4. Well Acidification - Contractor shall submit a list of all chemicals and the processes to be used (see page 15).
5. Well Development and Redevelopment - Shall comply with all FDEP regulations. To include:
  - a. Specific Capacity Testing - Required before and after rehabilitation of existing pumps;
  - b. Disinfection of Well after Rehabilitation - Contractor shall provide written procedures for acid and chemical treatment to the well for approval by the City, prior to the work being performed. These procedures shall comply with the Environmental Protection Agency (EPA), FDEP and City Ordinance guidelines for illicit discharges.
6. Flow Meter Maintenance and Calibration - If it is determined that the meter calibration is off by more than 5% accuracy, meter maintenance will be performed. Contractor shall send meter to the manufacturer for calibration prior to reinstall.
7. Water Storage Tank Residual Cleaning - The Contractor shall provide these services with:
  - a. No end user disruptions;
  - b. No loss of finished water above the minimal amount during cleaning;
  - c. No actions by the Contractor to reduce the free chlorine residual below 0.5 mg/l in the tank throughout the entire inspection. Samples must be taken from the tank before entering the tank and upon leaving the tank to assure the minimum chlorine residual level of 0.5 mg/l is maintained;
  - d. No loss of fire suppression capability;
  - e. No tank lining damage.
8. Well Rehabilitation Videotaping (both pre and post rehabilitation) – Includes both down hole surveys and 360° videos. The video shall be provided to the City, in an approved format, within 10 working days of completion of well rehabilitation. The total audio-video recording system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the project.

The video portion of the recording shall produce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of picture imperfection.

The audio portion of the recording shall produce the commentary of the camera operator with proper volume, clarity, and be free from distortion.
9. Reports - A quarterly report shall be generated for each well specifying and graphing gallons per minute (GPM), draw downs, and static head. An annual report will also be required to show the entire well performance for each well each calendar year. These reports shall be submitted to the City with one hardcopy and one electronic submittal required. The quarterly reports will be due by the 15<sup>th</sup> of the month following the reported quarter and the yearly reports will be due by February 1<sup>st</sup> of the following reported year.
10. Other Services may include but not limited to:
  - a. Pump/Motor Retrieval
  - b. Deep Well Pump Maintenance

- c. Airlift Well
- d. Pump Test
- e. Well Abandonment
- f. Wellhead and Pump Removal

11. Bacteriological Sampling and Testing - The contractor shall be responsible for all bacteriological sampling and testing associated with the project, to include retesting if warranted. The testing of all samples will have to be completed at a National Environmental Laboratory Accreditation Conference (NELAC) Certified Laboratory.

**The Contractor shall include, with their submittal, the name and contact information of the laboratory as well as a copy of their NELAC certification to the City for approval.** The results of all testing will be submitted to the City.

### **SERVICE REQUIREMENTS**

1. The Contractor shall provide an itemized quote (hourly rate and materials) for each repair within three (3) days of site evaluation.
2. The Contractor will appoint one of their employees as the key contact for the Utilities and will provide an emergency contact list.
3. The Contractor will be required to contact the Water or Wastewater Treatment Plant Superintendent or designee for scheduling site visits prior to starting work.
4. The Utilities Department Maintenance Superintendent ("Superintendent") will be the City's main point of contact for the Contractor.

### **HOURS OF WORK**

1. Normal business hours are between the hours of 7:00 am – 5:30 pm Monday through Friday. No work may be performed on holidays, weekends, or after normal business hours without prior authorization by the City. Holidays are defined as City observed holidays which can be found on the City website:

<http://www.palmbayflorida.org/residents/holidays.html>

2. The Contractor shall communicate with the Superintendent and Plant Superintendents before project(s) begin to determine the work schedule so as not to conflict with such items as the rotation schedule of the wells. The Contractor will also check in and out with the Superintendent on a daily basis and provide them with a weekly written status report for the current projects.

### **RESPONSE TIME**

1. Regular Repairs:
  - a. Contractor shall respond within three (3) business days for repair request from City;
  - b. All repairs/maintenance/rehabilitation on equipment shall be completed and equipment re-installed and fully operational within 30 days after issuance of purchase order;
  - c. Contractor shall inform the City if there will be a delay due to availability of parts;
  - d. Unsatisfactory work shall be immediately corrected by Contractor at no additional cost to the City.
2. Emergency Repairs:
  - a. Shall be within 24 hours of notification to the Contractor by the City for any well/pump/motor emergencies;
  - b. The response shall include all equipment and manpower required;

- c. Repairs shall be completed within three (3) business days after issuance of a purchase order;
  - d. It is assumed these repairs will not be delayed due to part availability;
  - e. Unsatisfactory work shall be immediately corrected by Contractor at no additional cost to the City;
  - f. If the equipment repair is not completed and returned within the time specified, the regular repair rates, not the emergency repair rates will apply.
3. Work Completion Time - All repairs/rehabilitation/maintenance work shall be completed within 30 days, unless an emergency situation arises as determined by the Utilities Director or designee. All required work shall be performed or discontinued at the determination of the Superintendent or authorized Utilities Department representative.

#### **PROTECTION OF PROPERTY/SYSTEMS**

1. The Contractor shall return the site to its original condition, unless otherwise stated by the City, when completing any work on City property.
2. The Contractor will also be responsible for the proper storage of all materials and restoration of site prior to leaving the project. The Superintendent will need to sign off that the restoration was completed to the satisfaction of the City. This written sign-off will need to be included with final payment.

#### **QUALIFICATIONS**

1. Contractor shall provide a minimum of three (3) references for which they are providing this type of service in the State of Florida. References must be within the last three years and include contract value per year. The City of Palm Bay is not to be included as a reference.
2. Contractor shall retain in their direct employ technicians with a minimum of five (5) years' experience and training in repairing / maintaining pumps, motors and associated appurtenances. **Contractor shall supply a list of technicians with their years of experience and equipment they are qualified to repair with this submittal.**
3. Contractor must be properly licensed in the City, County, and State where their parent company resides.

#### **SERVICE REQUIREMENTS**

1. Contractor shall furnish all labor, equipment, tools, transportation and supplies necessary to perform repairs.
2. Contractor shall pick up and return equipment for repair between the hours of 7:30 am and 5:30 pm, Monday through Friday.
3. Contractor shall provide an itemized quote (per pricing table) for repairs, service, etc., within three (3) business days of site visit.
4. Contractor shall proceed with repair of equipment only after City's issuance of a purchase order; or with verbal authorization of a purchase order number from the Superintendent or authorized Utilities Department representative.
5. The purchase order amount (issued per Contractor's quote) shall be the maximum amount payable to the Contractor for the repair, unless a supplemental quote is provided and accepted by the City. The supplemental quote will reference the original quote number and City issued purchase order number. Additional work should not be done until a revised purchase order has been issued.
6. Contractor shall use OEM parts when available / practical.

7. Technician responding to repair request shall immediately contact the Superintendent or authorized Utilities Department representative upon arrival at the job site.
8. **Actual travel time from contractor's location to and from the work location is not reimbursable under this contract.** Travel cost, fuel, per diem etc. shall be included in the rates on the pricing table. No additional reimbursement will be allowed.
9. Unavoidable Degradation – during the course of repair, if any damage is found which cannot be fully repaired, the City's approval is required before proceeding.

#### **SAFETY AND ENVIRONMENTAL**

1. The Contractor shall be responsible for all necessary warning signs and safety precautions/equipment at their work site. The contractor shall be required to meet all OSHA, City, and Utility Department safety requirements while on site.
2. Chemicals – **The contractor shall include, with their submittal, a list of all chemicals that may be used during the various cleaning processes, as well as their appropriate SDS sheets.** Any changes to this list will have to be submitted to the City for approval before use. All chemicals used shall be in accordance with all Federal, State and local guidelines and used per EPA directions for well field protection approved chemicals. Disposal of containers shall not be permitted on-site and shall be disposed of in accordance with EPA guidelines.
3. The Contractor shall be responsible for cleanup of the site to include any chemicals and raw water utilized for the work. The cleanup and disposal shall meet all applicable EPA, FDEP, and City requirements to include the City's Illicit Discharge Ordinance.
4. The costs associated with all Safety and Environmental efforts by the contractor shall be included in the line items on the pricing table.

#### **WARRANTY**

1. Contractor shall warranty replaced parts for a period of one year from installation.
2. Contractor shall warranty repairs against defects in materials and/or workmanship for a period of one year from installation.
3. Warranty repairs shall be sent to manufacturer's authorized repair facility when applicable.
4. The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Palm Bay.

#### **REPAIR RATES**

1. Contractor shall be responsible for providing regular and emergency repairs as needed.
2. Contractor shall provide a regular and emergency repair rates per pricing table items.
3. Rates paid under this contract shall only be for productive repairs and must be clearly identified on each quote.
4. Contractor shall provide a percentage markup on dealer's cost for parts.
5. No charge will be allowed for providing quotes.

6. For all repairs, the City reserves the right to utilize the City's established procurement policy and shall have the option to solicit additional quotes for repair and/or new equipment if quotes submitted by Contractor appear non-competitive or higher than industry's prevailing prices.
7. The rates in the pricing table shall include, but not be limited to, labor, restoration, clean-up costs, sampling testing, incidentals, mileage and any other costs associated with the work unless the specific line item states differently. All ancillary items, including, but not limited to mobilization/demobilization, cleanup, sampling and testing; and, welding shall be included in the line item cost.
8. Hourly rates will be charged from the time the technician arrives at the City facility to the time the technician leaves the City facility. Travel time and mileage will not be billable.
9. Materials shall be furnished by the Contractor on a cost plus markup calculated as a percentage rate. Materials provided by the Contractor shall be billed to the City on the actual prices paid by the Contractor for materials plus the percentage mark-up. Copies of invoices for materials received by the Contractor will be submitted with each invoice.
10. The Contractor shall provide a price to ensure that the project is complete and fully functional to include a complete set of as-builts, manuals, and training for new equipment so that City Staff are capable of operating and maintaining the equipment.



# SECTION III

## BID FORM – Sheet 1 of 4

### IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

The undersigned declares that, after examining the Bid Documents for the above referenced project, she/he does hereby submit a response to the bid and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the IFB.
- c. She/He has fully read and understands the IFB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d. If the bid is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Bidder.

In submitting this Bid, Bidder represents as more fully set forth in the agreement, that Bidder has examined copies of all the contract Documents and of the following Addenda:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_                      Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_                      Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

**BID FORM – Sheet 2 of 4**  
**IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services**

Contractors must bid on all items. This will be awarded 'all or none'.

Provide a price for each line item listed below (Line Item Table). Transfer line items prices to Scenario of Services listed on page 20. The scenario total will be used to compare one bid to another for award purposes only and does not represent a guarantee of future work.

Item #	LINE ITEM TABLE ITEM DESCRIPTION	UOM	BUSINESS HOURS PRICE 7 am – 5:30 pm Monday – Friday	AFTER HOURS PRICE 5:30 pm – 7 am Monday - Friday	WEEKEND/ HOLIDAY PRICES Weekends (Friday 5:30 pm – Monday 7 am) & Holidays
1	Well Drill	Per foot	\$	\$	\$
2	Well Service Rig	Per hour	\$	\$	\$
3	Pump Service Rig	Per hour	\$	\$	\$
4	Cement work or demolition	Per hour	\$	\$	\$
5	On Site Welding Unit	Per hour	\$	\$	\$
6	Machine Shop Welding	Per hour	\$	\$	\$
7	Pump/Well technician	Per hour	\$	\$	\$
8	Chemical Treatment	Per hour	\$	\$	\$
9	Well abandonment	Per hour	\$	\$	\$
10	Specific Capacity test, before and after rehabilitation	Per hour	\$	\$	\$
11	Well Development and Redevelopment	Per hour	\$	\$	\$
12	Chemical disinfection of well after rehabilitation	Per hour	\$	\$	\$
13	Pump Motor Retrieval	Per hour	\$	\$	\$
14	Miscellaneous work as needed, normal business hours	Per hour	\$	\$	\$
15	Miscellaneous work as needed, non-normal business hours	Per hour	\$	\$	\$
16	Flow Meter Maintenance and Calibration	Per hour	\$	\$	\$
17	Deep well Pump Maintenance	Per hour	\$	\$	\$
18	Well/Pump /Motor maintenance	Per hour	\$	\$	\$

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

**BID FORM – Sheet 3 of 4**  
**IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services**

<b>Item #</b>	<b>LINE ITEM TABLE ITEM DESCRIPTION</b>	<b>UOM</b>	<b>BUSINESS HOURS PRICE 7 am – 5:30 pm Monday – Friday</b>	<b>AFTER HOURS PRICE 5:30 pm – 7 am Monday - Friday</b>	<b>WEEKEND/ HOLIDAY PRICES Weekends (Friday 5:30 pm – Monday 7 am) &amp; Holidays</b>
19	Raw water disposal	Per hour	\$	\$	\$
20	Airlift well	Per hour	\$	\$	\$
21	Pump test	Per hour	\$	\$	\$
22	Swabbing	Per hour	\$	\$	\$
23	Reports (other than weekly status reports)	Per report	\$	\$	\$
24	Water Storage Tank Residual Cleaning	Per tank	\$	\$	\$
25	Down hole video surveys	Per video	\$	\$	\$
26	360 Degree Video	Per video	\$	\$	\$
27	Mobilize, demobilize & cleanup	Per well	\$	\$	\$
28	Wellhead/pump removal, cleaning and reinstall	Per well	\$	\$	\$
29	Well Acidification/EPA	Per well	\$	\$	\$
30	Chlorine Maintenance of Wells	Per well	\$	\$	\$
31	Percent Markup for Parts supplied & installed		%		

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Company Name

\_\_\_\_\_

Printed Name & Title

\_\_\_\_\_

Date

**BID FORM – Sheet 4 of 4**  
**IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services**

**SCENARIO OF SERVICES – pricing requested for ITB comparison only (see pages 18 – 19)**

Transfer line items prices, using the pricing in **Business Hours Price** column to Scenario of Services on the following table. The scenario total will be used to compare bids for award purposes only and does not represent a guarantee of annual work

Item #	Description	Unit	Est Qty 'a'	Price from Line Item Table 'b'	Total Price – Scenarios of Services 'a' x 'b'
7	Pump/Well technician	Per hour	18	\$	\$
8	Chemical Treatment	Per hour	10	\$	\$
10	Specific Capacity test, before and after rehabilitation	Per hour	7	\$	\$
11	Well Development and Redevelopment	Per hour	19	\$	\$
12	Chemical disinfection of well after rehabilitation	Per hour	6	\$	\$
14	Miscellaneous work as needed, normal business hours	Per hour	55	\$	\$
18	Well/Pump /Motor maintenance	Per hour	56	\$	\$
20	Airlift well	Per hour	23	\$	\$
21	Pump test	Per hour	5	\$	\$
25	Down hole video surveys	Per video	2	\$	\$
27	Mobilize, demobilize & cleaner	Per well	15	\$	\$
28	Wellhead/pump removal, cleaning and reinstall	Per well	10	\$	\$
29	Well Acidification/EPA	Per well	3	\$	\$
30	Chlorine Maintenance of Wells	Per well	134	\$	\$
<b>GRAND TOTAL – SCENARIO OF SERVICES</b>					\$

_____	_____
Authorized Signature	Address
_____	_____
Printed Name & Title	City, State, Zip Code
_____	_____
Company	Telephone Number
_____	_____
Date	Fax Number
_____	_____
Email Address	Cell Phone Number

**REFERENCES**

Bidder shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.

1. Company Name \_\_\_\_\_  
 Contact Name and Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
 Length of contract or business relationship: Start Date \_\_\_\_\_ End date \_\_\_\_\_  
 Contract Value \$ \_\_\_\_\_  
 Description of work provided on this contract \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Company Name \_\_\_\_\_  
 Contact Name and Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
 Length of contract or business relationship: Start Date \_\_\_\_\_ End date \_\_\_\_\_  
 Contract Value \$ \_\_\_\_\_  
 Description of work provided on this contract \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Company Name \_\_\_\_\_  
 Contact Name and Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
 Length of contract or business relationship: Start Date \_\_\_\_\_ End date \_\_\_\_\_  
 Contract Value \$ \_\_\_\_\_  
 Description of work provided on this contract \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

**CITY OF PALM BAY  
BIDDER’S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT  
IFB #45-0-2017 Well Repairs, Maintenance and Rehabilitation Services**

**STANDARD INSURANCE REQUIREMENTS**

Before starting and until acceptance of the work by the City, the Awarded Bidder shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts:

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay.

Minimum coverage with limits and provisions are as follows:

- A. Commercial General Liability: The Successful Bidder shall provide minimum limits of \$1,000,000.00 each occurrence, \$2,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" form.
- B. Business Automobile: Successful Bidder shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
  - Owned Automobiles
  - Hired Automobiles
  - Non-Owned Automobiles
- C. Professional Liability Insurance or Errors and Omissions Insurance: Successful Bidder shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.
- D. Pollution Liability: Successful Proposer shall provide pollution liability coverage with limits of no less than \$1,000,000.00 per occurrence. Pollution Liability shall cover the contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, arising from the work or services performed as per this contract.
- E. Workers' Compensation: The Successful Bidder shall provide and maintain workers’ compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.** Said policy must include Employers’ Liability insurance with limits of no less than:

Initial Here

- Each Accident \$ 100,000.00
- Disease – Policy Limit \$ 500,000.00
- Disease – Each Employee \$ 100,000.00

Successful Bidder shall further insure that all of its sub-contractors maintain appropriate levels of workers’ compensation insurance.

Other Insurance Provisions: The City of Palm Bay is to be specifically included on all certificates of insurance as a named additional insured (with exception to Workers Compensation). **Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Bidder to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Bidder to insure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

_____	_____
Authorized Signature	Address
_____	_____
Printed Name & Title	City, State, Zip Code
_____	_____
Company	Telephone Number
_____	_____
Date	Fax Number or Email address



### LOCAL PREFERENCE CERTIFICATION STATEMENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says that:

He/she is \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Firm/Company)

has submitted the attached Bid, and is requesting consideration for the following preference to the Chief Procurement Officer of the City of Palm Bay. Please review the Procurement Ordinance Chapter 38 for more specific details and requirements, [www.palmbayflorida.org/procurement](http://www.palmbayflorida.org/procurement).

(1) \_\_\_\_\_ is a **Class A** Business as defined in City of Palm Bay Code of Ordinance Chapter 38. A copy of the City of Palm Bay Business Tax Receipt **and a complete list of full-time employees and their addresses are attached for justification. The City reserves the right to request additional documentation.**  
Firm / Company Name

(2) \_\_\_\_\_ is a **Class B** Business as defined in the City of Palm Bay Code of Ordinance Chapter 38. A copy of the Business Tax Receipt **or a complete list of full-time employees and their addresses is attached as justification. The City reserves the right to request additional documentation.**  
Firm / Company Name

(3) \_\_\_\_\_ is a **Class C** Business as defined in the City of Palm Bay Code of Ordinance Chapter 38. A copy of the Brevard County Business Tax Receipt is attached as justification.  
Firm / Company Name

SIGNATURE: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Sworn to or affirmed and subscribed before me his \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Personally known		Produced Identification		Type of Identification	
------------------	--	-------------------------	--	------------------------	--

Notary Public State of: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says that:

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_,  
Title Firm/Company  
the Bidder that has submitted the attached Bid.
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Bidder, firm or person, to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Palm Bay, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) \_\_\_\_\_  
\_\_\_\_\_  
(Title)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
\_\_\_\_\_  
(Signature of Notary Public)  
(Name of Notary Typed, Printed or Stamped)  
Notary Public  
\_\_\_\_\_  
(Serial Number)  
(Notary's Seal)

**SERVICE AGREEMENT  
FOR  
WELL REPAIRS, MAINTENANCE & REHABILITATION SERVICES**

**THIS AGREEMENT**, made this \_\_\_\_ day of, \_\_\_\_\_ 2017, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and CONTRACTOR NAME (FEI/EIN Number \_\_\_\_\_), CONTRACTOR ADDRESS \_\_\_\_\_, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents are hereby incorporated into and made part of this agreement.

- (i) Specifications and Contract Documents prepared by the City of Palm Bay, "IFB No. 45-0-2017/SB – Well Repairs, Maintenance and Rehabilitation Services (Exhibit A).
- (ii) Bid for the City of Palm Bay prepared by Contractor dated \_\_\_\_\_, 2017, (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated \_\_\_\_\_, 2017 and any attachments.
- C. Exhibit A
- D. Exhibit B

**II. SCOPE**

The Contractor is to perform the Work under the general direction of the City as defined in the Invitation for Bid and amendments, if any, the Invitation for Bid and any amendments thereto being attached hereto as Exhibit "A" (CITY's Invitation for Bid documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

**III. TERM OF AGREEMENT**

The period of this Agreement shall be for twelve (12) months beginning on August 1, 2017 and ending on July 31, 2018. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

**IV. COMPENSATION**

The Contractor agrees to provide the services and materials as specified in its bid to the City at the cost specified in said bid, and amendments, if any, the bid and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

**V. PAYMENT**

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

**NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.**

**VI. GENERAL CONDITIONS****A. Patents**

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section B.

**B. Indemnification**

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to it's officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

- (1) A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement;
- (2) Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
- (3) Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
- (4) Any patent or copyright infringement by Contractor;
- (5) Any lien or other claim by contractor inconsistent with this Agreement;
- (6) Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

**C. Environmental Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

**D. Termination**

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

**E. Notice of Deficiency**

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

**F. Default**

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- Contractor has not performed services on timely basis;
- Contractor has refused or failed to supply enough properly-skilled personnel;
- Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- Contractor has failed to fulfill representations made in this Agreement;
- Contractor has refused or failed to provide the Services as defined in this Agreement; or
- Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

- a. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
- b. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
- c. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
- d. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest

proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.

- e. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur; the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

#### **G. Warranty**

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

**ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.**

**THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.**

#### **H. Time of Completion**

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section VII - LIMITATION OF LIABILITY shall apply.

**I. Liquidated Damages**

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

**J. Insurance Requirements:**

The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

**a. Commercial General Liability:**

The contractor shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

**b. Automobile Liability:**

Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

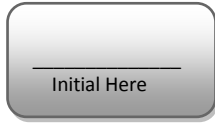
- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

**c. Professional Liability Insurance or Errors and Omissions Insurance:**

Successful Bidder shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

**d. Pollution Liability:** Successful Bidder shall provide pollution liability coverage with limits of no less than \$1,000,000.00 per occurrence. Pollution Liability shall cover the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, arising from the work or services performed as per this contract.





**e. Workers' Compensation Coverage:**

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.**

**Insurance Certificates:**

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

**K. Acceptance**

The City will be deemed to have accepted the Work after the Chief Procurement Officer is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

**L. Correction of Work**

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

**M. Right to Audit Records**

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

**N. Public Records**

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- b. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

**If the Contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Bay Procurement Department, 120 Malabar Road SE, Suite 200 Palm Bay, Florida 32907; 321-952-3424; or [procurement@pbfl.org](mailto:procurement@pbfl.org).**

**O. Time is of the Essence**

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

**P. Information**

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

**Q. Extra Work**

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or

other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Procurement department before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

**R. Familiarity With The Work**

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

**S. Title and Risk of Loss**

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

**T. Independent Contractor, Assignment and Subcontracts**

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

**U. Inspection and Non-Waiver**

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**V. Notices**

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor:

To the City: Chief Procurement Officer  
City of Palm Bay  
120 Malabar Road, SE  
Palm Bay, FL 32907

With a copy to: City Manager  
City of Palm Bay  
120 Malabar Road, SE  
Palm Bay, FL 32907

**W. No Liens**

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

**VII. LIMITATION OF LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

**VIII. MISCELLANEOUS PROVISIONS**

- A. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- B. The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.
- D. The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.
- E. Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
- F. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- G. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
- H. This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- I. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- J. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the date first written above

Approved By City Council On: \_\_\_\_\_

**CITY OF PALM BAY, FLORIDA**

ATTEST:

\_\_\_\_\_  
Terese Jones, City Clerk

By: \_\_\_\_\_  
Bobbye Marsala, Chief Procurement Officer

**CONTRACTOR**

WITNESS:

\_\_\_\_\_  
Name – Printed

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

