

# INVITATION TO BID (ITB)



Subject: **Diesel Generator Replacement**

ITB #: **2022-04**

Due Date/Time: **June 22, 2022, 2:30 p.m. Eastern Time**

Submit To: City Clerk  
City of Wilton Manors  
2020 Wilton Drive  
Wilton Manors, FL 33305

**CITY OF WILTON MANORS  
DIESEL GENERATOR REPLACEMENT**

**CALENDAR OF EVENTS**

Listed below are important dates and times by which the actions noted must be completed. If the City finds it necessary to change any of these dates or times, the change may be accomplished by addendum. All dates are subject to change.

<b>ACTION</b>	<b>COMPLETION DATE</b>
Issue ITB	May 18, 2022
Pre-Bid Meeting and Site Visit	<b>June 01, 2022, at 9:00 a.m.</b>
Deadline for Questions	<b>June 06, 2022 at 7:00 a.m.</b>
Response to Questions	June 09, 2022
<b>Deadline for Submitting Proposals</b>	<b>June 22, 2022, 2:30 p.m.</b>
Bid Review	June 28, 2022
Select Short List	June 28, 2022
Reference Checks	July 05, 2022
Presentation	TBD
Final Ranking and Selection	July 05, 2022
Contract Negotiation	July 11, 2022
City Commission Approval of Contract	July 26, 2022, or later

CITY OF WILTON MANORS  
 OFFICE OF THE CITY CLERK  
 2020 WILTON DRIVE  
 WILTON MANORS, FL 33305  
 Ph: (954) 390-2123; Fax: (954) 390-2199

**CITY OF WILTON MANORS  
 INVITATION TO BID**



ISSUE DATE: 05/18/2022  
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**BIDS MUST BE RECEIVED  
 PRIOR TO 2:30 P.M.  
 ON: JUNE 22, 2022**

**TITLE: DIESEL GENERATOR REPLACEMENT**

**Bidder Must Complete the Following:**

Vendor Name:	Total Bid Discount (Section 1.04) _____
Vendor Contact Person:	
Street Address:	Bids are firm for Acceptance for 120 days (see Section 1.05)
City, State, Zip:	Yes _____ No _____ Other _____
(See General Conditions in Section 1.01)	
If this invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (see Section 1.06)
Area Code and Telephone Number: <b>SECTION IS MANDATORY</b> ( ) _____	Vendor Web Site Address: http:// _____
( 800 ) _____	NO BID – If not submitting a bid, state reason below and return one copy of this form (see Section 1.07):
FAX: ( ) _____	
<b>EMAIL:</b> _____	
Delivery - Calendar Days After Receipt of Purchase Order (Section 1:02): _____ Days	Payment Terms (see Section 1.03): _____ Days _____%, Net _____
	Accept payment via City's P-Card: _____ Yes, _____ No
<p><b>How to Submit Bids/Proposals:</b> it will be the sole responsibility of the Bidder to ensure that his or her bid reaches the City of Wilton Manors, Office of the City Clerk, 2020 Wilton Drive, Wilton Manors, Florida 33305, prior to the bid opening date and time listed. <b>DO NOT</b> submit by facsimile (fax) or email. <b>Facsimile and emailed bids will not be accepted. Please submit four (4) copies of your bid.</b></p> <p>Each bid envelope must be sealed with the following information <b>OUTSIDE</b> of the envelope:</p> <p><b>BID/RFP Number:</b> <b>2022-04</b> <b>Title:</b> <b>Diesel Generator Replacement</b> <b>Opens:</b> <b>June 22, 2022</b></p>	
<p><b>Vendor Certification:</b> I, the below signed, hereby agree to furnish the required articles(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other Bidder(s) and have not colluded with any other Bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.</p>	
_____	_____
Signature of Authorized Representative	Title (Typed or Printed)
_____	_____
Name of Authorized Representative (Typed or Printed)	Date

**CITY OF WILTON MANORS - INVITATION TO BID  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Wilton Manors. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) and/or Legal Advertisement.

**PART I - BIDDER PROPOSAL PAGE(S) CONDITIONS:**

**1.01 BIDDER ADDRESS:** The City maintains vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB) will be emailed to all Bidders who have requested to be placed on the applicable vendor mailing list. Requests may also be emailed to unregistered Bidders. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system for and future ITB. If you wish purchase orders to be sent to a different address, please so indicate on your bid. If you wish payments sent to a different address, please so indicate on your invoice.

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

**1.03 INVOICING, PAYMENT TERMS AND CASH DISCOUNTS:** The service provider shall submit invoices to the City no later than 30 days after a service request is resolved. In addition, invoices generated between September 15<sup>th</sup> – September 30<sup>th</sup> of each fiscal year shall be submitted to the City no later than October 15<sup>th</sup> of the next/new fiscal year. Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

Indicate whether or not the Bidder is willing to accept payment via the City's P-Card.

**1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

**1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

**1.06 VARIANCES:** For purposes of bid evaluation, Bidder’s must indicate any variances, no matter how slight, from ITB General Conditions in the space provided in the Bidder Proposal Pages. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the Bidder Proposal Pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City’s terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City’s sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

**1.07 NO BIDS:** If you do not intend to bid please indicate the reason in the space provided in the ITB such as insufficient time to respond; product or service not offered; unable to meet specifications; schedule would not permit; or any other reason. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder’s registration list for the commodity class Item requested in this ITB.

**Part II - DEFINITIONS/ORDER OF PRECEDENCE:**

**2.01 BIDDING DEFINITIONS:** The City will use the following definitions in this Invitation to Bid and any other document used in the bidding process:

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

BIDDER – Person or firm submitting a Bid.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Contract to provide professional services to the City.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City to be the lowest and most responsive and responsible Proposer.

INVITATION TO BID (ITB) – when the City is requesting bids from qualified Bidders.

P-CARD – City’s purchasing, debit or credit card.

PROPOSAL – a proposal received in response to an RFP.

PROPOSER – Person or firm submitting a Proposal.

REQUEST FOR PROPOSALS (RFP) – when the City is requesting proposals from qualified Proposers.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

SERVICE PROVIDER – Successful Bidder or Proposer who is awarded a Contract to provide professional services to the City.

SELLER or CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, Seller; Contractor or Consultant; and Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in Part VI of this ITB that may be in variance or conflict with these General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### **PART III - BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the Bidder Proposal Page form provided in this ITB. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. **All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink along with a digital/electronic Adobe PDF copy on a flash/jump drive and four (4) copies of the proposal.** Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked according to the instructions on page 1 of this ITB. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Facsimile (FAX) and emailed bids will not be accepted. Bids will be publicly opened in the City Commission Chambers, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 TAXES:** The City of Wilton Manors is exempt from Federal Excise and State of Florida Sales taxes on direct purchase of tangible property. The exemption number for Federal Excise taxes is **59-84-007OK**, and State Sales Tax exemption number is **85-8012346214C-7**.
- 3.03 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.04 APPROVED EQUAL:** If the technical specifications call for a specific brand name, manufacturer, make, model, or vendor catalog number with acceptance of "APPROVED EQUAL", it shall be for the purpose of establishing a level of quality and/or features that are desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an "Approved Equal". In that the specified make and model represent a level of quality and features desired by the City, the Bidders must state clearly in their bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information in their bid to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, the bid may be rejected. The City will be the sole judge in determining if the item bid qualifies as an "Approved Equal".
- 3.05 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include minimum, mandatory, or required items. If any Bidder is unable to meet or exceed these items and/or feels that the technical specifications are overly restrictive, the Bidder must notify the Purchasing Coordinator in the manner specified in Part VI – Special Conditions. For questions of a material nature, the Purchasing Coordinator must receive notification at least seven (7) days before bid due and open date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders.
- 3.06 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.07 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested by the City to determine suitability. Unless otherwise specified, samples may be requested after the date of bid opening and if requested, should be received by the City within seven (7) working days of the request. Samples, when requested, must be furnished free of expense to the City. If not used in testing or destroyed, samples will be returned to the Bidder upon request within thirty (30) calendar days of bid award at the Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a Bid.

- 3.08 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, the following factors may be considered: estimated useful life; maintenance costs; cost of supplies; labor intensity; energy usage; environmental impact; and residual value. The City reserves the right to use these or any other applicable criteria, in its sole opinion that will most accurately estimate the total cost of use and ownership.
- 3.09 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Wilton Manors encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, the Bidder shall provide adequate documentation so that the City may verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.10 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any or all bids, or parts of bids, and utilize other available governmental contracts if such action is in the City's best interest.
- 3.11 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities and/or services specified herein. The City reserves the right to inspect the Bidder's facilities and equipment; to interview the Bidder's personnel; and to take any other action necessary to determine a Bidder's ability to perform. The City or Designee reserves the right to reject any bid when an inability to perform has been determined by the City through evaluation and or examination of evidence.
- 3.12 BID SECURITY:** A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit, in an amount of five percent (5%) of the total bid price, payable to the City of Wilton Manors and conditioned upon the successful Bidder entering into Contract as specified within fifteen (15) days after award of Contract and furnish the necessary documents to the City including, but not limited to: insurance certificates, Public Construction Bond, etc. in the amount stated herein. All bonds shall be written by a surety authorized to conduct business in the State of Florida and shall have a registered agent in the State of Florida. A Bid Bond shall be written by a Surety licensed to do business in Florida and named in the current list of "Companies" Holding Certificates of Authority as Acceptable Sureties on Federal Bonds" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, and U.S. Department of Treasury.

Bid Security of the successful Bidder shall be forfeited to the City of Wilton Manors not as penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to enter into Contract, or fail to comply with any other requirements of the Specifications or of their Proposal. The CITY then may award the Contract to the next lowest and/or most responsive and responsible Bidder, or the Work may be re-advertised or may be performed by CITY forces without Contract as the City Commission may deem to be in the best interest of the CITY. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance



coverage, if required; full execution of contract documents, if required; or any other specified special condition.

- 3.13 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person (Section 119.01, Florida Statutes, The Public Records Law). Information and materials received by the City in connection with an ITB response shall be deemed to be public records and subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer / Bidder believes any of the information contained in their response is exempt from the Public Records Law, then the Proposer / Bidder, must in their 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.
- 3.14 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's Bidder lists and prohibition from engaging in any business with the City.
- 3.15 LOBBYING:** Bidders, their agents, and associates shall not contact or solicit any City Commissioner, City employee, or official regarding this ITB during any phase of this ITB except as set forth in Section 2-268 of the City's Code of Ordinances. The Code of Ordinances is available for review at [www.wiltonmanors.com](http://www.wiltonmanors.com). Failure to comply with this provision may result in disqualification of the Bidder, at the option of the City. Only that individual listed as the contact person in the specifications shall be contacted.
- 3.16 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, or part of bids, and to waive minor irregularities or variations to specifications contained in bids and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis; lump sum basis; individual item basis; or any such combination as shall best serve the interest of the City.

The City reserves the right to make an award to the lowest, most responsive and responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance,

service or parts; and the ability of the Bidder to comply with the technical specifications contained within this ITB.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected Bidder does not perform satisfactorily, to award a trial period to the next ranked Bidder or to award a contract to the next ranked Bidder, if that Bidder has successfully provided services to the City in the past. This procedure to continue until a Bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.17 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state and county laws, and all local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

## **PART IV - BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required within this ITB, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Wilton Manors, Florida, in the face amount specified in the ITB as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the Office of the City Clerk thirty (30) days prior to the termination date of the existing Performance Bond. A surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent, must execute the Performance Bond. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Miami-Dade or Palm Beach County) bank acceptable to the City and issued in favor of the City of Wilton Manors, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement are given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be, nor shall be deemed to be, in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City or specified within this ITB.

The Contractor shall provide to the Risk Manager original certificates of coverage. The Contractor must receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance will be subject to the approval of the City's Risk Manager. The certificates of coverage must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change, or such other notice as is required by the insurance policy. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting their bid, agrees to abide by such modifications.

## **PART V - PURCHASE ORDER AND CONTRACT TERMS:**

**5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered or services to be rendered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Bidder's expense. Any non-compliance resulting in contract termination for cause; or delivery of items not conforming to specifications; or late delivery may also result in:

- Bidder's name being removed from the City's Bidders mailing list;
- All City Departments being advised to refrain from doing business with the Bidder; and/or
- All other remedies in law or equity.

**5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to this ITB award shall remain the property of the Bidder until the City has made a physical inspection of the material and said material has been accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB; be of the required quality; and be new; and be of the latest applicable technology. All shipping containers shall be suitable for storage and shipment by common carrier, and all bid prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting required specifications will be returned at the Bidder's expense. The City will make payment only after receipt and acceptance of materials or services by the City.

**5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970, as amended, and shall be in compliance with Chapter 442, Florida Statutes. A completed Material Safety Data Sheet (MSDS) must accompany any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order.

**5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that any material or equipment supplied will be 100% asbestos free.

**5.05 OTHER GOVERNMENTAL ENTITIES:** If awarded a contract as a result of this ITB, the Bidder will, if they have sufficient capacity or quantities available, provide to other requesting

governmental agencies the products or services awarded in accordance with the terms and conditions of this ITB and the resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications that are in writing from an authorized City representative may be considered. The City will recognize only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and shall not be considered officers, employees or agents of the City. Personnel policies, Federal and State tax responsibilities, Social Security taxes, health insurance, employee benefits, purchasing policies (unless otherwise stated in this ITB), and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor and shall represent the Contractor's responsibility.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Wilton Manors and its commissioners, officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees and costs (at the trial level and on appeal), in connection with or arising directly or indirectly from the Contractor's negligent act or omission, wrongful conduct or breach of the contract . Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payment to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel any contract awarded by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal year, and continuation of the contract into a subsequent fiscal year is subject to appropriation of funds, unless otherwise authorized by law. The City's fiscal year begins on October 1<sup>st</sup> and ends on September 30<sup>th</sup>.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all accounting records and reports in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City. The Contractor agrees to make available to the City, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, and shall pay all licenses, fees and taxes required to comply with all Federal, State, local and municipal laws, ordinances, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, State, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** Contractor shall comply with the provisions of Section 2-268(v) and 2-269(b) of the Wilton Manors Code of Ordinances. Contractor shall require that all subcontractors comply with Section 2-269 (b) of the Wilton Manors Code of Ordinances. Contractor hereby agrees to execute a Domestic Partnership Certification Form, a copy of which is attached hereto.
- 5.16 EQUAL EMPLOYMENT OPPORTUNITY:** The City of Wilton Manors, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective Proposers that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color, creed, sex, age or national origin in consideration for an award.
- 5.17 AMERICANS WITH DISABILITIES ACT:** The City Commission of the City of Wilton Manors, Broward County, Florida, does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the City's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e.

Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty-four (24) hours in advance of the activity.

**5.18 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm, or adjustments are restricted by a percentage or a Consumer Price Index cap, and unusual circumstances that could not have been foreseen by either party to the contract occur and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City can require the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner has attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances have occurred, then the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

**5.19 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

**5.20 PUBLIC ENTITY CRIMES:** In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section

287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

**5.21 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and hold harmless the City and its employees from liability of any nature and kind, including, but not limited to, costs and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**5.22 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and any monies that may become due hereunder, are not assignable except with the prior written approval of the City Manager.

**5.23 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the State courts shall take place in Broward County, Florida, and that all litigation between them in the Federal courts shall take place in the Southern District in and for the State of Florida.

**5.24 PUBLIC RECORDS:** The City of Wilton Manors is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

5.24.1 Keep and maintain public records required by the CITY to perform the service;

5.24.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

5.24.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after once the Contractor transfers the records in its possession to the CITY; and

5.24.4 Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

5.24.5 The failure of Contractor to comply with the provisions set forth in the Agreement shall constitute a Default and Breach of the Agreement, for which, the City may terminate 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**

**CITY CLERK  
2020 WILTON DRIVE  
WILTON MANORS, FLORIDA 33305  
(954) 390-2123  
[cityclerk@wiltonmanors.com](mailto:cityclerk@wiltonmanors.com)**

## **PART VI - SPECIAL CONDITIONS**

- 6.01 PURPOSE:** The City of Wilton Manors, Florida (City) is actively seeking a qualified Contractor, hereinafter referred to as Contractor, **to install two (2) diesel generators, fuel tank and transfer switches, one at Fire Station 16 and the other at Hagen Park, as specified by the City of Wilton Manors** in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).
- 6.02 INFORMATION OR CLARIFICATION:** For information concerning procedures for responding to this ITB, contact Faith Lombardo, City Clerk at [cityclerk@wiltonmanors.com](mailto:cityclerk@wiltonmanors.com) or (954) 390-2123. For information of a technical nature direct questions to Daren Jairam, Purchasing Coordinator at [djairam@wiltonmanors.com](mailto:djairam@wiltonmanors.com). Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum from the City.
- 6.03 QUESTIONS AND ADDENDUM:** Any questions that Bidders wish to have addressed and which might require an addendum must be submitted to the City in writing by **June 06, 2022, 7:00 a.m.** and will be answered in writing on **June 09, 2022** on the City of Wilton Manors website at [www.wiltonmanors.com](http://www.wiltonmanors.com). To facilitate receipt of questions, they may be sent via email to [djairam@wiltonmanors.com](mailto:djairam@wiltonmanors.com), ATTENTION: **Daren Jairam, Purchasing Coordinator.** **PLEASE NOTE: No portion of your bid response can be sent via facsimile (FAX) or electronic email.**
- 6.04 PRE-BID MEETING.**  
The Pre-Bid Conference is scheduled for June 01, 2022, at 9:00 A.M. will be done at the City of Wilton Manors Commission Chambers, 2020 Wilton Drive, Wilton Manors, Florida 33305. The attendance at the pre-bid meeting is important and will conclude with site visit to both sites. **FIRESTATION 16 WILL NOT BE ACCESSIBLE AFTER THE PRE-BID MEETING VISIT.**



**6.05 BID DELIVERY AND OPENING:  
INSTRUCTIONS FOR DROPPING OFF/OPENING ITB.**

1. Bids must be in seal package as indicated in the ITB.
2. ITB cut off time and date will be enforced.
3. ITB opening will be done in the City of Wilton Manors Chambers

On the envelope containing the proposal the following shall be written in large letters:

**Proposal For:** Diesel Generator Replacement  
**RFQ Number:** ITB # 2022-04  
**To Be Opened:** **June 22, 2022, at 2:30 P.M.**

- 6.06 SITE VISIT:** Bidders are strongly encouraged to inspect the location and equipment to be serviced prior to submission of a bid. No variation in price or conditions shall be permitted based on claim of ignorance. Submission of the bid is evidence that the Bidder has familiarized themselves with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and/or materials required.
- 6.07 COMPETENCY OF BIDDERS:** Bids shall be considered only from firms that have been continuously engaged in providing products or services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.
- 6.08 PERFORMANCE:** It is the intention of the City to purchase services and/or products as specified herein from a source of supply that will give prompt and convenient shipment and service. Any failure of a successful Bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to make purchases from other sources, when necessary, should a successful Bidder be unable to supply services and/or products on a timely basis and such delay may cause harm to the affected City department or to City residents.
- 6.09 CONTRACT TERM:** The initial contract term is for ninety (90) days. The City will have the option to extend at its sole discretion. The Proposer understands that this ITB does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are approved by the Wilton Manors City Commission and both parties execute a written contract.
- 6.10 PRICE:** Bidder will quote a fixed cost on the Bidder Proposal Page for the maintenance of the items listed in Part VII – Technical Specifications/Scope of Services. Pricing shall include all labor costs associated with the project including, but not limited to, personnel salaries, benefits and supervision.
- 6.11 COST ADJUSTMENTS:** Prices quoted shall be firm for the initial bid term. No cost increases shall be accepted in this initial bid term. Please consider this when providing pricing for this Bid.

Cost increases for any extension terms shall be subject to City approval.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the bid term anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved bid extension. –

~~After the initial term of the Bid, the contractor may increase pricing under this contract for each renewal term based on the change in the Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale-West Palm Beach, FL, for all items, not seasonally adjusted, published for June of the most recent calendar year as compared to the June in the calendar year prior to the beginning of the contract term. However, the pricing increase shall never exceed two percent (2.0%) per year of the contract term. For example, if the change in the CPI over the first three-year contract term is 1.5%, 2.5%, and 3.0% respectively, then the price increase allowed under this contract would be 1.5% + 2.0% + 2.0%, for a total of 5.5%.~~

The City, may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

**6.12 WARRANTY OF USAGE:** The items and quantities listed on the Bidder Proposal Page represent the City’s estimate of annual usage and should be used by the Bidder as a guide. The City, for tabulation and award purposes, will also use the items and quantities listed Bidder Proposal Page. However, no warranty is given or implied as to the actual items and/or dollar amount that will be purchased.

**6.13 EVALUATION/AWARD:** Award will be made in total to the lowest, most responsive, responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City’s interest. The City reserves the right to compare specific items, at its discretion, to determine the low responsible Bidder. Tie bids will be decided by the City Manager whose decision will be final. It is anticipated that an award will be made within 30 days of bid opening. A copy of the bid tabulation will be sent to any Bidder who provides a self-addressed, stamped envelope with their bid.

**6.14 INSURANCE:** The Contractor shall furnish proof of Workers’ Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “Additional Insured” with relation to Commercial General Liability Insurance. Any costs for adding the City as “Additional Insured” will be at the Contractor’s expense.

Workers’ Compensation & Employer’s Liability Insurance

Limits: Workers’ Compensation: Statutory

Employer’s Liability: \$100,000.00

Commercial General Liability Insurance

Limits: Combined Bodily Injury/Property Damage: \$500,000.00

Comprehensive Automobile Liability - Owned, Leased and Hired Vehicles

Limits: Combined Bodily Injury/Property Damage: \$300,000.00

A copy of any current Certificate of Insurance should be included with your bid. In the event that you are the successful Bidder, you will be required to provide a Certificate naming the City as an "Additional Insured".

**6.15 GENERAL CONDITIONS:** Except as noted in the Special Conditions (Part VI) or Technical Specifications/Scope of Services (Part VII), all terms and conditions of the general conditions contained within this ITB are included by reference.

**PART VII – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE**

**7.01 SCOPE OF SERVICES**

The work performed by the contractor shall include, but not be limited to, all labor, tools and materials to prepare surfaces and apply paint as necessary. The Contractor must perform all functions and activities in compliance to established industry practices and in a manner to produce finished work of quality, appearance and durability.

1. **Fire Station 16** – 533 NE 22 Street, Wilton Manors, FL 33305,
2. **Hagen Park** – 2020 Wilton Drive, Wilton Manors, FL. 33305.

**It is strongly suggested that interested proposers attends the Pre-Bid Meeting and perform a field visit after the meeting. Fire Station 16 will not be accessible after the Pre-Bid Meeting visit.**

**7.02 GENERAL**

Prior to starting work, the contractor shall check product to ensure conformity to City specified specifications.

7.02.1 The contractor is responsible for material damaged caused by the removal or installation of the equipment.

7.02.2 Contractor shall furnish all materials, labor, equipment, and incidentals required to complete the project.

7.02.3 Contractor is responsible for obtaining and closing of all permits, and in compliance with all environmental regulations.

7.02.4 Contractor is to provide warrantee for all new equipment.

### 7.03 SPECS

Contractor is required to remove and install new diesel generator, transfer switch with UL rating and fuel tank at the designated location.

#### 7.03.01 Fire Station 16 - 533 NE 22<sup>nd</sup> Street, Wilton Manors. Fl. 33305 Replacement is to include the following:

Replace Diesel Generator and Transfer Switch with upgraded modern UL Rated equipment at Fire Station 16.

- a. Vender will remove and replace old 400 AMP ATS.
- b. Vender will un-wire old Generator and wire new 60KW with exciting wire.
- c. Vender will set new Generator in place and secure.
- d. Vender will provide new Generator and ATS.
- e. Vender will provide One (1) New Stand-by Diesel Generator model rated at 58kW/58kVA, at 120/240 Volts, 60Hz, 241 Amps.

Including the following accessories:

1. UL2200 Listing
2. Engine: Diesel
3. Nameplate Rating: Standby 130 Rise
4. Voltage: 60Hz, 120/240V, 1Ph, 3W
5. 4P10X Alternator
6. APM402 Controller
7. Sound Aluminum Enclosures
8. Internal Silencer
9. Block Heater (1000W, 110-120V)
10. Battery Charger, 10A
11. Run Relay
12. 2 Input/ 5 Output Module
13. Electric Governor
14. 250 Amp LCN., 100% Rated
15. Electronic, LSI
16. Interrupt Rating:35kA at 480V
17. Flexible Fuel Lines
18. Fuel Pressure Gauge
19. Air Cleaner Restriction Indicator
20. Coolant in Genset
21. Rodent Guards
22. Oil in Genset
23. Remote E-Stop
24. Literature Lit, General Maintenance
25. RSA II Annunciator Only

26. Load Bank Test (4HR)
27. Authorized Dealer Start-Up
28. Batteries Provided at Start-Up

Custom 500 Gallon Double wall UL142 Sealed Subbase Fuel Tank with the following:

29. Direct Read Fuel Gauge
30. Pad Lockable Fill Cap
31. Low Level Alarm Switch
32. Leak/Rupture Basin Alarm Switch
33. Alarm at 25% Fuel Capacity. Field Adjustable
34. Primary and Secondary Tank Emergency Vents
35. FDEP Pkg: Including 7.5 Gallon Aluminum Fill/Spill Bucket, High Fuel Level Switch Set @ 90% & Related Hardware

Automatic Transfer Switch:

One (1) New Service Entrance Rated Automatic Transfer Switch, rated at 240 Volts, 60 Hz, 2 Pole, 1 Phase, 3 Wire, Solid Neutral, NEMA3R enclosure, 400 Amps, UL 1008 listed with the standard accessories.

**7.03.02 Hagen Park – 2020 Wilton Drive, Wilton Manors. Fl. 33305 Replacement is to include the following:**

Replace Diesel Generator and Transfer Switch with upgraded modern UL Rated equipment at Hagen Park Community Center.

- a. Vender will remove and replace old 600 AMP ATS.
- b. Vender will un-wire old Generator and wire new 60KW with exciting wire.
- c. Vender will set new Generator in place and secure.
- d. Vender will provide new Generator and ATS.
- e. Vender will provide One (1) New Stand-by Diesel Generator model 180REOZJG rated at 180kW/225kVA, at 277/480 Volts, 60Hz, 271 Amps W/ 4S12X, 3 Phase Alternator, skid mounted.

Including the following accessories:

1. UL2200 Listing
2. Engine: 180REOZJG, 24V, 60 HZ
3. Nameplate Rating: Standby 130 Rise
4. Voltage: 60Hz, 277/480V, 3Ph, 4W, WYE
5. 4RS12X Alternator
6. Unit Mounted Radiator
7. Skid Mounting
8. Standard Duty Intake
9. APM402 Controller
10. Sound Aluminum Enclosures

11. Internal Silencer
12. Block Heater (1000W, 110-120V)
13. Battery Charger, 10A
14. Run Relay
15. APM402 2 Input/ 5 Output Module
16. Electric Governor
17. 250 Amp LCN., 100% Rated
18. Electronic, LSI
19. Interrupt Rating:35kA at 480V
20. Air Cleaner Restriction Indicator
21. Coolant in Genset
22. Rodent Guards
23. Oil in Genset
24. Remote E-Stop
25. Literature Lit, General Maintenance
26. RSA II Annunciator Only
27. Load Bank Test (4HR)
28. Authorized Dealer Start-Up
29. Batteries Provided at Start-Up

Custom 500 Gallon Double wall UL142 Sealed Subbase Fuel Tank with the following:

30. Direct Read Fuel Gauge
31. Fuel in Basin Switch, FDEP
32. Fire Safety Valve
33. Combust Iqds- Keep Fire Away
34. NFPA 704 Identification
35. Tank number & Safe fill height
36. Block Heater (1800W, 110-120V)
37. 10A Battery charger
38. Run Relay
39. 300 LCB, 80% Rated, Thermal Mag.
40. Pad Lockable Fill Cap
41. Low Level Alarm Switch
42. Leak/Rupture Basin Alarm Switch
43. Alarm at 25% Fuel Capacity. Field Adjustable
44. Primary and Secondary Tank Emergency Vents
45. FDEP Pkg: Including 7.5 Gallon Aluminum Fill/Spill Bucket, High Fuel Level Switch Set @ 95% & Related Hardware

Automatic Transfer Switch:

One (1) New Service Entrance Rated Automatic Transfer Switch, model KEPDFNC-0400S-NK rated at 240 Volts, 60 Hz, 2 Pole, 1 Phase, 3 Wire, Solid Neutral, NEMA3R enclosure, 400 Amps, UL 1008 listed with the standard accessories.

7.03.02 **Demolition**

Existing generators are to be removed/dispose safely from site or relocate to a designated location specified by the City.

7.03.03 Contractor is to provide credit for existing generators in the Bid Schedule. The City reserves the rights to accept or not to accept the proposed credit.

7.03.04 Contractor shall include quarterly service in the bid schedule during the warranty period. The City reserves the right to accept or not to accept the service price.

**PART VIII – PERFORMANCE EVALUATION AND MONITORING**

**8.01 LIQUIDATED DAMAGES:** Failure to respond to requests by the City of Wilton Manors within twenty four (24) hours regarding inadequate maintenance practices will result in a \$100.00 per day deduction from the following payment. ~~This section is intentionally left blank.~~

**8.02 DISPUTE RESOLUTION:** Any disputes pertaining to this bid between the City of Wilton Manors and the Contractor shall be settled internally with the appropriate City staff making the final decision using the following protocol: 1. Department Superintendent / Supervisor; 2). Department Director; 3). City Manager.

The Finance Director shall be present and included during any dispute resolution meetings pertaining to this Bid. If a dispute cannot be resolved through the protocol set forth in this section, the dispute shall be brought to a court of competent jurisdiction. The Venue shall be in Broward County and the laws of Florida shall be controlling.

**END OF SECTION**

**CITY OF WILTON MANORS  
DIESEL GENERATOR REPLACEMENT**

**BID SCHEDULE**

NAME OF BIDDER: \_\_\_\_\_

In response to the City’s request for bids and in compliance with the Project Requirements, the undersigned proposes to provide all labor, materials and equipment, all supervision, coordination, all related incidentals necessary to furnish and install the **Diesel Generator Replacement** located at the City of Wilton Manors, Florida.

In strict accordance with the Bid Documents dated \_\_\_\_\_ including Addenda numbered \_\_\_\_\_ through \_\_\_\_\_, inclusive, for an all-inclusive Base Bid for the **Diesel Generator Replacement** includes all incidental costs such as permitting, permit fees, samples, shipping, etc.

The Contractor understands and agrees that the prices submitted is a Lump Sum contract with qualified contractor(s) to provide the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment and permitting.

<b>DIESEL GENERATOR REPLACEMENT</b>	
<b>Bid Item</b>	<b>Price</b>
<b>Fire Station 16 – Remove, Install New Generator, Automatic Transfer Switch and Fuel Tank</b>	\$
<b>Generator Credit (Old)</b>	( \$ )
<b>TOTAL FIRE STATION 16 GENERATOR</b>	\$
<b>Length of Warranty</b>	
<b>Make and Model of the Diesel Engine</b>	
<b>Quarterly service during warranty period</b>	\$
<b>Hagen Park – Remove, Install New Generator, Automatic Transfer Switch and Fuel Tank</b>	\$
<b>Generator Credit (Old)</b>	( \$ )
<b>TOTAL HAGEN PARK GENERATOR</b>	\$
<b>Length of Warranty</b>	
<b>Make and Model of the Diesel Engine</b>	
<b>Quarterly service during warranty period</b>	\$
<b>TOTAL COST</b>	\$



**BIDDER’S AFFIDAVIT**

The undersigned Bidder has carefully examined the Bidding Documents and the site of the proposed work. The Bidder is familiar with the nature and extent of the work and any local conditions or criteria dictated by the construction standards of the Florida Building Code that may in any manner affect the work to be done.

The undersigned Bidder agrees to do all the work and furnish all materials called for by the Bidding Documents. Bidder further agrees that payments will be made on the basis of actual quantities placed and accepted in the construction.

The undersigned Bidder agrees to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of: **DIESEL GENERATOR REPLACEMENT**, located in CITY OF WILTON MANORS, FLORIDA.

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

Bidder’s Name: \_\_\_\_\_

Bidder’s Email: \_\_\_\_\_

Bidder’s Title: \_\_\_\_\_

Bidder’s Signature: \_\_\_\_\_

**APPROVED BID BOND**  
(Construction)

**STATE OF FLORIDA**  
**COUNTY OF BROWARD**  
**CITY OF WILTON MANORS**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Wilton Manors in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated \_\_\_\_\_ 2022 for:

**DIESEL GENERATOR REPLACEMENT**

NOW, THEREFORE, if the principal shall not withdraw said bid within sixty (60) days after date of the same and shall within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, and provide the necessary Insurance Certificates, as may be required, for the faithful performance and proper fulfillment of such Contract then the above obligations shall be void, and of no effect, otherwise the sum herein stated shall be due and payable to the CITY, and surety herein agrees to pay said sum immediately upon demand of CITY in good and lawful money of the United States of America as liquidated damages for failure thereof of said principal.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this \_\_\_\_ day of \_\_\_\_\_, 2022 the name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Principal

\_\_\_\_\_  
Business Address

By: \_\_\_\_\_  
Affix Corporate Seal

\_\_\_\_\_  
Official Title (President)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Official Title (President)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Business Address

By: \_\_\_\_\_  
Affix Corporate Seal

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Name of Local Insurance Agency

\_\_\_\_\_  
Business Address

**DAMAGES FORM**

**BID BOND**

BIDDER (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY (Name and Address of Principal Place of Business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER (Name and Address):

CITY OF WILTON MANORS  
2020 Wilton Drive  
Wilton Manors, Florida 33005

BID

BID DUE DATE: \_\_\_\_\_

PROJECT (Brief Description including Location):

**DIESEL GENERATOR REPLACEMENT**

BOND

BOND NUMBER: \_\_\_\_\_

DATE: (Not later than Bid Due Date): \_\_\_\_\_

PENAL SUM: Five Percent (5%) Bid Amount

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
(Seal) Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.  
 (2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**1.0** Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's bid and the total amount of the bid of the next lowest, responsible and responsive bidder as determined by Owner for the Work required by the Contract Documents, provided that:

- 1.1. If there is no such next lowest, responsible and responsive bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

**2.0** Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

**3.0** This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
- 3.2. All bids are rejected by Owner, or
- 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (for any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

**4.0** Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and within 30 calendar days after

receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

**5.0** Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

**6.0** No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

**7.0** Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

**8.0** Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

**9.0** Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

**10.0** This Bond is intended to conform to all applicable statutory requirements. Any applicable requirements of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

**11.0** The term "bid" as used herein includes a bid, offer, or proposal as applicable.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

**1.0** This sworn statement is submitted to THE CITY OF WILTON MANORS, FLORIDA

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ .)

**2.0** I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

**3.0** I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

**4.0** I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- 4.1. A predecessor or successor of a person convicted of a public entity crime; or
- 4.2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

**5.0** I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6.0 Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority e.g. officer, trustee, attorney in fact) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

\_\_\_\_ Personally Known  
\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_





### BIDDERS QUALIFICATION FORM

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a General Contractor?

---

2. What is the last project of this nature you have completed?

---

3. Have you ever failed to complete work awarded to you: If so, where and why?

---

4. Name three individuals or corporations for which you have performed work and to which you refer:

---

---

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5. List the following information concerning all contracts on hand as of the date of submission of this proposal: (In case of co-venture, list the information for all co-ventures).

NAME OF PROJECT OWNER	TOTAL CONTRACT VALUE	CONTRACTED DATE OF COMPLETION	% COMPLETION TO DATE

6. Have you personally inspected the proposed work and have you a complete plan for its performance?

---

7. ~~Will you sublet any part of this work? If so, please list subcontractors in Document 00430.~~

---

8. What equipment do you own that is available for the work?

---

---

---

9. What equipment will you purchase for the proposed work?

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---

10. What equipment will you rent for the proposed work?

---

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11. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary.)

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12. State the true, exact, correct, and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (if a corporation, state the name of the President and Secretary. If a partnership, state the name of all the partners. If a trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary that this information be furnished.)

---

Correct Name of Bidder

(a) The business is a (Sole Proprietorship) (Partnership) (Corporation)

---

(b) The address of principal place of business is

---

---

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

---

---

---

---

Bidder

Have you made a site visit? \_\_\_\_\_ Yes, \_\_\_\_\_ No

How soon after award can you begin work? \_\_\_\_\_ Days.

---

**Provide a minimum of five references for whom, you have performed similar work: (Fill in ALL fields and PRINT Clearly)**

(1) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

(2) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

(3) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

(4) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

(5) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Number of years experience the Bidder has had in providing similar services: \_\_\_\_\_ Years

Have you ever failed to complete work awarded to you? \_\_\_\_\_ If so, where and why?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List any licenses, permits or certifications, etc., you hold for performing this type of work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How did you hear about the ITB? Indicate if it was via the City’s website, internet search, DemandStar, newspapers, email, etc. The City of Wilton Manors is always looking for ways to improve its services.

\_\_\_\_\_

The Bidder understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the Bidder to be true. The Bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Bidder, as may be required by the City.

Please review the Bidder Proposal Page to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

**CHECK LIST:**

- \_\_\_\_\_ HAVE YOU INCLUDED FOUR (4) COPIES OF YOUR BID?
- \_\_\_\_\_ HAVE YOU INCLUDED AN ELECTRONIC/DIGITAL COPY ON A FLASH/JUMP DRIVE?
- \_\_\_\_\_ ARE ALL SPACES FILLED IN ON THE BIDDERS PROPOSAL PAGE?
- \_\_\_\_\_ HAVE YOU INCLUDED ALL FIVE (5) REFERENCES AND PRINTED CLEARLY?
- \_\_\_\_\_ HAVE YOU INCLUDED COPIES OF RELATED CERTIFICATIONS, BUSINESS LICENSE AND TAX RECEIPT?
- \_\_\_\_\_ HAVE YOU INCLUDE A COPY OF YOUR CERTIFICATE OF LIABILITY INSURANCE?
- ARE ATTACHMENTS A–G FILLED OUT AND SUBMITTED WITH YOUR PROPOSAL?

**PUBLIC CONSTRUCTION BOND**

Bond No. \_\_\_\_\_

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety’s obligation under this bond.

DATED ON \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Name of Principal)

By: \_\_\_\_\_  
(As Attorney in Fact)

\_\_\_\_\_  
(Name of Surety)

ATTACHMENT A

**NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Wilton Manors. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Wilton Manors that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Wilton Manors will accept MWBE certifications from Broward County and any State of Florida certification.

Further, City Code Section 2-269 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

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

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority e.g. officer, trustee, attorney in fact) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

\_\_\_\_ Personally Known  
\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

ATTACHMENT B

**DOMESTIC PARTNERSHIP CERTIFICATION FORM**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall abide by the provisions of the City of Wilton Manors Code Section 2-268(v) in any activities or delivery of services under any agreement it enters into with the City of Wilton Manors.

The City of Wilton Manors Code Section 2-268(v) (see attached), establishes a Domestic Partner Benefits Requirement as described below:

“Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more (“Covered Contracts”), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.”

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

Title: \_\_\_\_\_

Company: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority e.g. officer, trustee, attorney in fact) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

\_\_\_\_ Personally Known  
\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

**CITY OF WILTON MANORS, FLORIDA**

**ORDINANCE NO. 2013 – 0013**

**(Excerpt – Section 3, “Domestic Partner Benefits Requirement”)**

**Effective October 1, 2013**

...  
**Section 3:** Section 2-268 of the Code of Ordinances is amended by creating Subsection (v) as follows:

**Section 2-268(v).**

**1.** For purposes of this Section, the following definitions shall apply:

*Domestic Partner* shall mean any two (2) adults of the same or opposite sex, who have registered as domestic partners with Broward County, or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one (1) of the domestic partners. A Contractor (as hereinafter defined) may institute an internal registry to allow for the provision of equal benefits to employees with a domestic partner who does not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by Broward County, Florida.

*Cash equivalent* shall mean the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee’s Domestic Partner. The cash equivalent is equal to the employer’s direct expense of providing benefits to an employee for his or her spouse.

*Competent to contract* shall mean the two partners are mentally competent to contract.

*Dependent* shall mean a person who lives within the household of a domestic partnership and is:

- (1) A biological child or adopted child of a domestic partner; or
- (2) A dependent as defined under IRS regulations; or
- (3) A ward of a domestic partner as determined in a guardianship proceeding.

**Domestic Partner Benefits Requirement** means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more (“Covered Contracts”), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. The Domestic Partner Benefits Requirement will be included in solicitations. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.

**Equal Benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with Domestic Partners and/or dependents of Domestic Partners, and/or between spouses of employees and/or dependents of spouses and Domestic Partners of employees and/or dependents of Domestic Partners.

**2. Equal Benefits Requirements.**

- A. All solicitations for Covered Contracts which are advertised shall include the requirement to provide equal benefits in the procurement specifications.
- B. As part of the solicitation response, the Contractor shall certify that the Contractor:
  1. Currently complies with the conditions of this Section; or



2. Will comply with the conditions of this Section at time of contract award; or
3. Will not comply with the conditions of this Section at time of contract award; or
4. Does not need to comply with the conditions of this Section because of allowable exemption.

The certification shall be in writing and signed by an authorized officer of the Contractor.

**3. Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this Section by providing the Domestic Partnership Certification Form.

**4. Exception and Waiver.** The provisions of this Section shall not apply where:

- A. The Contractor does not provide benefits to the spouse of an employee or the dependents of employee's spouse.
- B. The Contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with, a religious organization, association or society.
- C. The Contractor is a governmental entity.
- D. The Contract is for the sale or lease of property.
- E. The Covered Contract is necessary to respond to an emergency.
- F. The provisions of this Section would violate grant requirements.
- G. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them.
- H. Upon a majority vote, the City Commission may waive compliance of this Section under the following circumstances:
  1. Where only one (1) solicitation response is received;
  2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this Section; or
  3. Where the cost of the Bid, as submitted by the lowest responsive bidder which complies with the requirements of this Section, would be at least five percent (5%) greater than the lowest responsive bid submitted by the bidder which does not comply with the requirements of this Section but would otherwise have been responsive if compliance with this Section would not have been listed as a requirement in the Bid specifications.
- I. In fiscal Year 2014, for a Covered Contract with a Contractor who provides reasonable assurances that the Contractor will provide benefits to employees' Domestic Partners in Fiscal Year 2014.

**Grandfather.** It is the intention of the City Commission that Contractors with existing contracts with the City be exempt from the application of this Ordinance until such contracts are renewed or amended.

ATTACHMENT C

**NON-DEBARMENT AFFIDAVIT**

\_\_\_\_\_ Being first duly sworn, deposes and says that:

He/She is \_\_\_\_\_ of \_\_\_\_\_ the Proposer (“Respondent”) that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

- 1.The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions(Federal, State or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

\_\_\_\_\_ Check here if an explanation is attached to this affidavit.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority e.g. officer, trustee, attorney in fact) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

\_\_\_\_ Personally Known  
\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

ATTACHMENT D

**DRUG-FREE WORKPLACE CERTIFICATION**

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

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

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
VENDOR'S SIGNATURE

ATTACHMENT E

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

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

- (1) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

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

Title: \_\_\_\_\_

Company: \_\_\_\_\_

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority e.g. officer, trustee, attorney in fact) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

\_\_\_\_ Personally Known

\_\_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_

ATTACHMENT F

**CERTIFICATION PURSUANT TO FLORIDA  
STATUTE § 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Company Name

certify that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

ATTACHMENT G

**E-VERIFY FORM FOR ALL SOLICITATIONS:**  
**CITY OF WILTON MANORS**  
**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

**TO BE RETURNED WITH PROPOSAL**

Project Name: \_\_\_\_\_

Project No.: \_\_\_\_\_

1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Wilton Manors. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Wilton Manors; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Contractor Name

\_\_\_\_\_

\_\_\_\_\_ Printed Name  
Contractor Authorized Representative

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority e.g. officer, trustee, attorney in fact) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_ (Signature of Notary Public - State of Florida)

\_\_\_\_\_ (Print, Type, or Stamp Commissioned Name of Notary Public)

\_\_\_\_ Personally Known  
\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

**Must be executed and returned with attached proposal to be considered.**

**END OF SECTION**



## FORM OF CONTRACT

### CITY OF WILTON MANORS, FLORIDA CONTRACT FOR CONSTRUCTION SERVICES

**THIS CONTRACT** ("Contract"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF WILTON MANORS, a municipal corporation of Florida, hereinafter called the "CITY" or "OWNER" and \_\_\_\_\_.

a Florida Corporation	( X )	Check One
a Florida General Partnership	( )	
a Florida Limited Partnership	( )	
a Sole Proprietor	( )	

hereinafter called "CONTRACTOR".

CITY and CONTRACTOR may each be referred to herein as Party and collectively as Parties.

#### WITNESSETH

**WHEREAS**, The CITY has heretofore invited bids for a CITY construction Project ("Project") identified by the bid title, bid number and Project number listed above and commonly referred to as:

#### **DIESEL GENERATOR REPLACEMENT**

**WHEREAS**, CONTRACTOR, in compliance with the bidding requirements announced by the CITY, submitted a bid ("Bid Proposal") on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 2022, based upon unit pricing ("Unit Pricing") for estimated quantities; and

**WHEREAS**, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 2022, in accordance with the bidding requirements announced in the ITB, the CITY's Evaluation Committee ranked CONTRACTOR number 1 as having submitted the bid that was the lowest, most responsive, qualified and responsible, and recommended that the CITY enter into this Contract with CONTRACTOR; and

**WHEREAS**, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the CITY Commission designated CONTRACTOR as having submitted the lowest, responsible and responsive bid and authorized the execution of this Contract; and,

**NOW, THEREFORE**, in consideration of these premises and the mutual conditions and covenants contained herein, the parties agree as follows:

#### **1. AGREEMENT**

1.1. The Parties agree that:

1.1.1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference.

- 1.1.2. The CITY does hire and employ the CONTRACTOR to provide construction services for completion of the Project.
- 1.1.3. The CONTRACTOR does accept this Contract and does agree to furnish the necessary labor, tools, equipment, materials and supplies, etc., and to complete the Project by performing all the work as set forth in this Contract and the Contract Documents for the price and amounts set forth in CONTRACTOR's bid.
- 1.1.4. CONTRACTOR is an independent contractor as that term is set forth in paragraph 5.7 of the ITB.
- 1.1.5. Unless otherwise provided, all time frames referenced in all Contract Documents shall be calendar days.

## **2. SCOPE OF SERVICES**

- 2.1. The Project consists of those improvements described and set forth in the Contract Documents.
- 2.2. The "Contract Documents" are the compilation of the following individual documents:
  - 2.2.1. Invitation to Bid and Addendum
  - 2.2.2. Instructions for Bidders
  - 2.2.3. Bid Proposal
  - 2.2.4. Bid Bond
  - 2.2.5. Construction Contract
  - 2.2.6. Certificate of Insurance
  - 2.2.7. Public Construction Bond
  - 2.2.8. Addenda
  - 2.2.9. Written directives or interpretations
  - 2.2.10. Manufacturers warranties
  - 2.2.11. Purchase Orders ("PO") or Work Order ("WO")
- 2.3. City will issue a PO or WO to authorize CONTRACTOR to perform specific work as described in the PO or WO. A WO is typically issued by CITY when the cost of the work is less than \$1,000.00. A PO is typically issued by CITY when the cost of work is greater than \$1,000.00. The PO or WO will describe the scope of work for each Project, contain a commencement date, a completion date, and amount of compensation to be paid CONTRACTOR to complete the work. The compensation shall be based upon the Unit Pricing. CONTRACTOR shall complete small jobs within four calendar days. For purposes of this Contract, small jobs shall be defined as any patch work required, regardless of size. Notwithstanding anything contained in a PO or WO to the contrary, in the event of any inconsistency between the terms of any PO or WO and the terms of this Contract, the terms of this Contract shall control. Any provision contained in a PO or WO providing for Modifications and Insurance are hereby deleted in their entirety.

## **3. OBLIGATIONS OF CONTRACTOR**

- 3.1. Contractor shall:

- 3.1.1. Furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete said Project in accordance with the conditions and prices as stated in the Contract Documents.
- 3.1.2. Perform all the work and labor pursuant to this Contract and all of the materials furnished shall be in strict conformity with the Contract Documents. CONTRACTOR further accepts and consents to the conditions contained in said Contract Documents and expressly agrees to comply with every requirement and stipulation therein contained.
- 3.1.3. Furnish all tools, equipment, materials and supplies and to do all the work above mentioned in a first-class, substantial and workmanlike manner and in conformity with the detail for said work on file in the office of the Project Manager and strictly in accordance with the Contract Documents.
- 3.1.4. CONTRACTOR shall furnish each subcontractor or material supplier with a copy of its Public Construction Bond within five (5) days of subcontractors' work or material supplying and shall maintain records to establish that notice. A copy of said notice shall be provided to the CITY's Project Manager at time of issuance.
- 3.1.5. Guarantee all work and materials for a period of one (1) year.
- 3.1.6. Pay promptly, before final settlement, any and all claims or liens by subcontractors or material suppliers, incurred in and about this work.
- 3.1.7. Remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways and adjacent property that may have been used or worked on by the CONTRACTOR in connection with the Project promptly as such section or portion is completed and ready for use, leaving the same in a neat and presentable condition.
- 3.1.8. Observe and comply with the provisions of the charter, ordinances, codes and regulations of the CITY of Wilton Manors, Florida.
- 3.1.9. Obtain written approval from the CITY of all subcontractors not disclosed in the Contractor's bid document.
- 3.1.10. Perform such other tasks as set forth in the Contract Documents.
- 3.1.11. Shall provide all required bonds, insurance certificates and any other required security for performance of the Project within ten (10) calendar days of the Award of the Project.
- 3.1.12. The CONTRACTOR will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at his own cost any damage or injury occurring from any cause resulting from their acts or omissions, or the acts or omissions of their subcontractors or suppliers.
- 3.1.13. The CONTRACTOR shall, in accordance with section 255.05, Florida. Statutes, before

commencing the work or before recommencing the work after a default or abandonment, execute and record in the public records of Broward County a Public Construction Bond. The Public Construction Bond shall comply with the requirements of Section 255.05, Florida Statutes. The CONTRACTOR shall comply with the requirements of section 255.05, Florida Statutes. The minimum amount of the Public Construction Bond shall be \$250,000.00. CITY reserves the right to require CONTRACTOR to increase the amount of the bond to the extent that the estimated cost of the CONTRACTOR'S work under this Contract exceeds \$250,000.00.

#### 4. TERM

- 4.1. The initial term ("Initial Term") of this Contract shall be for **ninety (90) days** from the effective date set forth above, unless otherwise terminated earlier pursuant to the terms of this Contract. City has the option, in its sole and absolute discretion, to renew this Contract for **zero (0)** additional terms of **zero (0) year** each ("Renewal Term"). The Renewal Term shall be upon the same terms and conditions of this Contract during the Initial Term, except that there shall be no additional options to extend the term beyond the Renewal Term.

#### 5. CITY'S OBLIGATIONS

- 5.1. CITY will provide a written PO or WO to CONTRACTOR.
- 5.2. Make timely payments for the work in accordance with the procedures and time frames set forth in the Contract Documents.
- 5.3. On satisfactory completion of the work, provide a written final acceptance and payment for the work.

#### 6. COMMENCEMENT OF WORK

- 6.1. CONTRACTOR hereby agrees to commence work under a PO or WO as set forth in the PO or WO and to achieve Substantial Completion without interruption as set forth in the PO or WO.
- 6.2. Time is the essence of this Contract.
- 6.3. CONTRACTOR shall notify the Project Manager in writing of any change in the names and addresses of each subcontractor proposed for principal parts of work, and any changes in subcontractors from those proposed in CONTRACTOR's bid proposal, and for such others as the Project Manager may direct, and shall not employ any that CITY may, within a reasonable time, object to as incompetent or as unfit. CONTRACTOR may, to the extent the CONTRACTOR'S schedule is delayed, be entitled to an extension of time based upon the number of days it takes CITY to approve a change in subcontractor.

#### 7. PROTECTION OF EXISTING FACILITIES AND WORK IN PROGRESS

- 7.1. The CONTRACTOR warrants that quoted prices include the protection and continuous use of all existing work in process, property or operations of the CITY.

## **8. INDEMNIFICATION**

- 8.1. The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.
- 8.2. CONTRACTOR shall indemnify and save harmless and defend CITY, its agents, servants and employees from against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the CITY, its agents, servants or employees arising from this Contract or its performance. The CONTRACTOR and the CITY hereby agree and covenant that the CONTRACTOR has incorporated in this original bid, which constitutes the Contract sum payable by the CITY to the CONTRACTOR, specific additional consideration in the amount of twenty-five dollars (\$25.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Contract shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the CONTRACTOR by the Contract, whichever is greater. It is the CITY'S and CONTRACTOR'S full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statute.
- 8.3. The execution of this Contract by the CONTRACTOR shall obligate CONTRACTOR to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in the General Conditions for Construction. However, the indemnification provision, and the insurance provision contained in the General Conditions for Construction are not interdependent of each other, but rather each one is separate and distinct from the other.
- 8.4. The obligation of the CONTRACTOR to indemnify the CITY is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the CITY or the CONTRACTOR.

## **9. PAYMENT BY CITY**

- 9.1. The CITY agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions as provided in the Contract Documents.

## **10. CHANGES IN THE WORK**

- 10.1. The CITY, without invalidating the Contract, PO or WO, may order extra work or make changes by altering, adding to or deducting from the work, the PO or WO sum being adjusted accordingly. All such work shall be executed under the conditions of the original PO or WO. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.
- 10.2. All change orders and adjustments shall be in writing and approved by the Project

Manager, otherwise, no claim for extras will be allowed.

- 10.3. Claim of payment for extra work shall be submitted by the CONTRACTOR upon certified statement supported by receipted bills. Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

## **11. PROJECT MANAGER**

The Project Manager is the Fire Marshall, or the Director's designee.

## **12. INSURANCE**

- 12.1. The CONTRACTOR shall obtain and maintain insurance as set forth per paragraph 6.14 of the ITB.

## **13. CONTRACT CONTROLS**

- 13.1. This Contract must be construed with all other Contract Documents, a master set of which shall be maintained by the CITY Clerk of the CITY. In the event of a dispute, only the master set of documents, or copies thereof certified by the CITY Clerk, shall be used as evidence.
- 13.2. In the event of a conflict between the requirements or specifications set forth in the Contract Documents, the conflict shall be resolved by written interpretation by the CITY. In reconciling conflicting provisions of the Contract Documents, the Contract shall have the greatest weight, followed by the ITB, then by the relevant PO or WO, and finally by the balance of the Contract Document

## **14. TIME OF ESSENCE**

- 14.1. Inasmuch as the provisions of the Contract Documents relating to the times of performance and completion of the work are for the purpose of enabling the CITY to complete the construction of a public improvement in accordance with a predetermined program, all such time limits are of the essence of the Contract.

## **15. REMEDY FOR DELAY**

- 15.1. In the event of any delay in the work caused by any act or omission of the CITY, its agents or employees, by the act or omission of any other party other than the CONTRACTOR, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to CONTRACTOR shall be by extension of the time allocated to complete the work.
- 15.2. NO MONETARY DAMAGES SHALL BE CLAIMED OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY DELAY IN THE WORK CAUSED BY AN ACT OR OMISSION OF THE CITY, ITS AGENTS OR EMPLOYEES. CONTRACTOR ACKNOWLEDGES THIS LIMITATION ON RECOVERY AND ASSUMES ALL MONETARY RISK ASSOCIATED WITH THIS LIMITATION.

**CONTRACTOR hereby acknowledges that it has read and understands the above provision.**

\_\_\_\_\_  
INITIALS

- 15.3. Failure on the part of CONTRACTOR to timely process a request for an extension of time to complete the work shall constitute a waiver by CONTRACTOR and CONTRACTOR shall be held responsible for completing the work within the time allocated by this Contract or any PO or WO.
- 15.4. All requests for extension of time to complete the work shall be made in accordance with this paragraph.
- 15.5. For the purpose of this section, the phrase “the CITY, its agents and employees” shall include but shall not be limited to the Project Manager.

**16. DISPUTES**

- 16.1. Disputes shall be resolved as set forth in paragraph 8.02 of the ITB.

**17. MISCELLANEOUS**

- 17.1 Joint Preparation. Preparation of this Contract has been a joint effort of CITY and CONTRACTOR and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
- 17.2 Facsimile or Electronic Signature Deemed Original and Counterparts. This Contract and any amendment or addendum thereto, may be executed and distributed by facsimile or electronically by pdf and a copy of the Contract executed and distributed by facsimile or electronically by pdf shall be deemed an original for all purposes. The Contract and any amendment or addendum thereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that signatures by facsimile and/or .pdf are acceptable and binding.

**IN WITNESS WHEREOF**, the CITY has caused these presents to be signed by its CITY Mayor, attested to by the CITY Clerk with the Corporate Seal of the said CITY and the CONTRACTOR has executed these presents the day and year herein before written.

CITY

ATTEST:

CITY OF WILTON MANORS

\_\_\_\_\_  
FAITH LOMBARDO  
CITY CLERK

BY: \_\_\_\_\_  
SCOTT NEWTON, MAYOR

APPROVED AS TO FORM.

\_\_\_\_\_  
DATE

KERRY L. EZROL,  
CITY ATTORNEY

CONTRACTOR

\_\_\_\_\_, a Florida  
Corporation

WITNESSES:

\_\_\_\_\_

BY: \_\_\_\_\_

PRESIDENT

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Print Name

ATTEST:

\_\_\_\_\_  
SECRETARY

STATE OF FLORIDA            )  
COUNTY OF BROWARD        )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared, \_\_\_\_\_, as President of \_\_\_\_\_, a Florida corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 .

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:



**EXHIBIT A**

**Fire Station 16 - 533 NE 22<sup>nd</sup> Street, Wilton Manors. FL. 33305 – Existing**



**Transfer Switch Location**



**Existing Generator**



## Hagen Park – 2020 Wilton Drive, Wilton Manors. Fl. 33305 – Existing



**Transfer Switch Location**



**Existing Generator**