

INVITATION TO BID (ITB)



Subject: Hagen Park Generator

ITB #: 2026-02

Due Date/Time: December 29, 2025 at 2:00 p.m. EST

Submit To: City Clerk

City of Wilton Manors

2020 Wilton Drive

Wilton Manors, FL 33305

**CITY OF WILTON MANORS
HAGEN PARK GENERATOR**

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.

ACTION	COMPLETION DATE
Issue ITB	November 18, 2025
Deadline for Questions	December 8, 2025, 7:00 a.m. EST
Response to Questions	December 16, 2025
Deadline for Submitting Proposals	December 29, 2025, 2:00 p.m. EST
Evaluator Review	January 5, 2026
Reference Checks	January 5, 2026
Final Ranking and Selection	January 5, 2026
Contract Negotiation	January 12, 2026
City Commission Approval of Contract	February 10, 2026, 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: 11/18/2025

**BIDS MUST BE RECEIVED
 PRIOR TO 2:30 P.M.
 ON: 12/29/2025**

TITLE: Hagen Park Generator

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: SECTION IS MANDATORY () _____	Vendor Web Site Address: http://_____
(800) _____	
FAX: () _____	NO BID – If not submitting a bid, state reason below and return one copy of this form (see Section 1.07):
EMAIL: _____	
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>How to Submit Bids/Proposals: 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. DO NOT submit by facsimile (fax) or email. Facsimile and emailed bids <u>will not</u> be accepted. Please submit four (4) copies of your bid.</p> <p>Each bid envelope must be sealed with the following information OUTSIDE of the envelope:</p> <p>BID/RFP Number: 2026-02 Title: Hagen Park Generator Opens: 12/29/25</p>	
<p>Vendor Certification: 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

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ATTACHMENT 1: GENERAL CONDITIONS FOR CONSTRUCTION

ATTACHMENT 2: FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT BETWEEN THE CITY AND THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) (“GRANT AGREEMENT”)

CITY OF WILTON MANORS – INVITATION TO BID

PART A – BIDDING REQUIREMENTS & GENERAL INFORMATION

SECTION A – INVITATION TO BIDDERS

1. RECEIPT OF BIDS

Notice is hereby given that the City Commission of the City of Wilton Manors is accepting sealed bids for a project known and identified as the **Hagen Park Generator**. One (1) original and three (3) copies of sealed bids will be received by the City of Wilton Manors, Florida at the office of the City Clerk, City of Wilton Manors, 2020 Wilton Drive, Wilton Manors, FL 33305. Bids will be accepted until **December 29, 2025 at 2:00 p.m., EST**. Any bids received after the time and date specified will not be considered. Bids will be opened and read in public immediately thereafter in the City Commission Chambers, City of Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, Florida at 2:30 p.m., EST.

2. DESCRIPTION OF WORK

The Hagen Park Generator project consists of replacing the existing emergency generator located at the Hagen Park Community Center located in Wilton Manors and providing an operable electric generating system, including all devices and equipment specified in the technical specifications.

The above description is not intended to be all inclusive, and the contractor shall be responsible for notifying the City of any conflicts or deficiencies noted during review of technical specifications, design plans or site inspection which would affect the proposers' final project costs.

3. COMPLETION OF WORK

The completion schedule for the work is 120 consecutive calendar days from the issuance of a Notice To Proceed by the City until substantial completion of the work and 150 consecutive calendar days from the issuance of a Notice To Proceed by the City until final completion of the work. Liquidated damages will be assessed as stated in the Contract.

4. OBTAINING CONTRACT DOCUMENTS

Copies of the drawings, specifications and other contract documents for the **Hagen Park Generator Project** may be picked up at the Office of the City Clerk, Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL, 33305, (954) 390-2100 or free of charge on line at www.wiltonmanors.com. Bidding documents will not be issued to sub-bidders.

5. PRE-BID CONFERENCE

No pre-bid meeting will occur.

6. BID SECURITY

All bids must be submitted in sealed, opaque envelopes bearing on the outside the name of the Bidder, address, the name and number of the project for which the qualification packet is submitted, and the date of opening. The bids must be made on the standard bid proposal form in the manner designated therein and required by the Bid Form. All bids shall require a Bid Guaranty as set forth in Part A, Section B, "Instructions to Bidders."

No bidder may withdraw their bid for a period of 60 calendar days after the date set for bid opening. The bid security is forfeitable as liquidated damages should the successful bidder fail to enter into a contract, all as more particularly described in Part A, Section B, "The Instructions to Bidders".

7. OWNER'S RIGHTS RESERVED

The City Commission of the City of Wilton Manors reserves the right to reject any and all bids, to waive any and all informalities or irregularities and to accept or reject all or any part of any bid as they may deem to be in the best interest of the citizens of the City of Wilton Manors.

8. COMPETENCY OF BIDDERS

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the services as described; have a record of performance for a reasonable period; have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including, but not limited to, past performance (experience) with the City in making the award the best interest of the City.

Proposer/Contractor shall have a minimum of five (5) years of experience performing work of a similar nature to the scope and requirements of this Project, verifiable by references to be provided in the response. Proposer/Contractor shall identify projects of a similar nature as required elsewhere in this ITB. Any subcontractors identified in the response may also be required to provide such references.

9. QUESTIONS REGARDING BID

Address all questions to Ariel Montalvo, Purchasing Coordinator, 2020 Wilton Drive, Wilton Manors, Florida 33305 via email to amontalvo@wiltonmanors.com. Such questions will be answered in the form of an Addendum to the Bid which will be emailed to all known bidders that attended the Pre-Bid Conference and posted to the City's website. Verbal responses will not be given. The deadline for submitting any questions regarding the bid will be **December 8, 2025, at 7:00 a.m. EST.**

10. CONE OF SILENCE

Bidders, their agents, and associates shall not contact or solicit any City Commissioner, City employee, or official regarding this Bid during any phase of this Bid. The City's "Cone of Silence", Section 2-58(s) prohibits communication with any City Commissioner, the City Manager, Assistants to the City Manager and their respective support staff, or any person appointed by the City Commission or City Manager to evaluate or recommend selection in this process. 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 herein shall be contacted.

**11. BID DROP OFF AND OPENING:
INSTRUCTIONS FOR DROPPING OFF ITB.**

1. Bids must be in sealed package as indicated in the ITB.

2. ITB cut off time and date will be enforced.

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

Proposal For: Hagen Park Generator

ITB Number: ITB # 2026-02

To Be Opened: **December 29, 2025 at 2:00 P.M.**

INSTRUCTIONS FOR ITB OPENING.

1. Bid opening will occur publicly in the City Commission Chambers in the presence of Bidders, the public, and City staff.
2. Bidders and the public are invited and encouraged to attend bid openings.
3. Bids will be tabulated and made available for review by the Bidder's and the public in accordance with applicable regulations.

12. ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Contractors working under any subsequent agreement made pursuant to this ITB shall not give preference to subcontractors based on social, political or ideological interests.

A violation of the terms in this section shall result in termination of any agreement entered into pursuant to this ITB and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

CITY OF WILTON MANORS

ELIZABETH BECKFORD, MMC
CITY CLERK

PART A – BIDDING REQUIREMENTS & GENERAL INFORMATION

SECTION B – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Provide and perform acceptance testing of a complete and operable standby electric generating system, including all devices and equipment specified herein, and as required for the intended service. All materials and equipment shall be new, factory tested, and delivered to the job site ready for installation.
- B. Comply with all Federal Conditions and all applicable provisions of the Grant Agreement .
- C. The generator set ratings shall be rated at 150kW, @ 0.8 p.f., 208/120V, three-phase, four wire, wye connected. Output capacity shall be maintained up to 500 feet elevation and at ambient temperatures between 40 and 120 degrees F.
- D. The system shall include the following:
 - 1. 1 engine-generator set, with accessories
 - 2. Starting batteries
 - 3. Battery Charger, 10 amp rating
 - 4. Other control devices, accessories, tests, documents, and services as needed to meet specifications.
- E. Furnish the following items for the generator set:
 - 1. Exhaust silencer, hospital grade, flanges, wall thimble, and flexible exhaust pipe section, sized as required for the engine and installation.
 - 2. Sound attenuated, weatherproof enclosure as specified herein.
 - 3. Sub-base fuel tank with automatic controls as specified herein.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Equipment and equipment installation shall meet all applicable state and local codes. Equipment supplied shall meet or exceed requirements of the following, as applicable:

NFPA 70 National Electrical Code

NFPA 110 Emergency and Standby Power Systems

NFPA 37 Installation of Stationary Engines

- B. It is intended that all products specified herein be of standard ratings, therefore the kW and kVA ratings, ampere ratings, withstand and closing ratings, etc., shall be the manufacturer's next larger size or rating when the specifications cannot be exactly met.

1.03 SUBMITTALS

- A. Shop Drawings: For all equipment specified, provide the following:

1. Specification and data sheets showing ratings and derating schedules, operating performance, weights, fuel consumption rates, ventilation and combustion air requirements, exhaust flow data, cooling system data, and engine and generator data, including generator breaker information.
2. Manufacturer's certification of generator set prototype testing. Transfer switch withstand and closing ratings with overcurrent device specifications.
3. Manufacturer's warranty documents and statements accepting warranty responsibility as specified herein for all equipment.
4. Itemized list of all exceptions taken to this specification.
5. Plan and elevation views with certified overall and interconnection point dimensions.
6. Electrical interconnection wiring diagrams showing all external connections required; with terminal and destination markings for all equipment, controls, and devices included in the system.
7. Manufacturer's installation, operating, and maintenance instructions.
8. All accessory equipment information.
9. Wind load calculations, signed & sealed by a structural engineer licensed in Florida, for the entire generator/enclosure assembly. These calculations shall meet the requirements of the Florida Building Code.

1.04 APPROVAL

- A. Supplier: All standby electrical generating system equipment shall be provided and tested by a single supplier who is an authorized representative of the generator set engine manufacturer. The supplier shall demonstrate the capability to provide ongoing service

and support for the unit supplied, including access to factory-trained mechanics, a stocked parts inventory, and 24-hour service availability, to ensure timely response and continued operation of the equipment.

The generator set shall meet the performance and technical requirements specified in this solicitation, including ratings, output, and operating conditions. Products meeting these requirements may be provided from, but are not limited to, the following manufacturers/system suppliers.

Approved Engine Manufacturers/System Suppliers:

1. Caterpillar by Pantropic Power Products, Inc.
2. Cummins/Onan by Cummins Southeastern Power, Inc. or OK Generators
3. MTU by Florida Detroit Diesel-Allison.

Equivalent products from other manufacturers that meet or exceed all performance, specification, and service requirements stated herein will also be accepted.

- B. Warranty: The complete electrical power system (generator set, controls, and associated switches, switchgear and accessories), as provided by the single source supplier, shall be warranted by the manufacturer against defects in materials and workmanship for a period of five years or 1500 hours, whichever occurs first from the date of system start-up. Coverage shall include parts, labor, travel expenses, and labor to remove/reinstall the equipment, per the manufacturer's standard published limited warranty. There shall be no deductibles applied to the warranty.

PART 2 - PRODUCTS

2.01 DIESEL ENGINE-GENERATOR SET

- A. Performance: The generator set manufacturer shall verify the diesel engine as capable of driving the generator with all accessories in place and operating at the generator set kW rating after derating for the range of temperatures expected in service and the altitude of the installation. The manufacturer shall provide documentation demonstrating satisfactory prototype test results for the model specified and production test results for equipment supplied for this project. Generator sets that have not been factory tested at 0.8 PF will not be acceptable. Voltage regulation shall be +/- 0.5 percent of rated voltage for any constant load between no load and rated load. Frequency regulation shall be isochronous from steady state no load to steady state rated load. Total Harmonic Distortion; the sum of AC voltage waveform harmonics, from no load to full linear load, shall not exceed 5% of rated voltage (L-N, L-L, L-L-L) and no single harmonic shall exceed 3% of rated voltage. Telephone Influence Factor; TIF shall be less than 50 per NEMA MG1-22.43. The diesel engine-generator set shall be capable of single step load pick up of 100% nameplate kW and power factor, less applicable derating factors, with the

engine-generator set at operating temperature.

- B. After an initial instantaneous voltage dip not to exceed 20 percent, the generator set shall be capable of sustaining a minimum of 90% of rated no load voltage with the specified kVA load at near zero power factor applied to the generator set. Maximum frequency dip shall not exceed 10 percent. Maximum recovery time shall be three seconds.
- C. AC Generator: AC generator, exciter and voltage regulator shall be designed and manufactured by the engine-generator set manufacturer as a complete generator system. The AC generator shall be; synchronous, four pole, revolving field, drip-proof construction, single pre-lubricated sealed bearing, air cooled by a direct drive centrifugal blower fan, and directly connected to the engine with flexible drive disc(s). The stator shall have skewed laminations of insulated electrical grade steel, two-thirds pitch windings. The rotor shall have amortisseur (damper) windings. The rotor shall be dynamically balanced. The exciter shall be brushless, three phase, with full wave silicon diodes mounted on the rotating shaft and a surge suppressor connected in parallel with the field winding. All insulation system components shall meet NEMA MG1 standard temperature limits for Class H insulation system. Actual temperature rise measured by resistance method at full load shall not exceed 125 degrees Centigrade. The generator shall be broad range, 12 lead reconnectable. The generator shall be capable of delivering rated output (kVA) at rated frequency and power factor, at any voltage within the broad range. The main generator and exciter insulation systems must be suitably impregnated for operation in severe environments for resistance to sand, salt, and sea spray.
- D. Provide a 120V, single phase, 60 Hz, 200 watt minimum space heater for the generator windings. Provide the appropriate control such that the heater is on when the generator set is off and off when the generator set is on.
- E. A permanent magnet generator (PMG) shall provide excitation power to the automatic voltage regulator for immunity from voltage distortion caused by non-linear SCR controlled loads on the generator. The PMG shall sustain main field excitation power for optimum motor starting and to sustain short circuit current at approximately 300% of rated current for approximately 10 seconds. The automatic voltage regulator shall be temperature compensated, solid-state design. The voltage regulator shall be equipped with three-phase RMS sensing. The regulator shall control buildup of AC generator voltage to provide a linear rise and limit overshoot. Overvoltage protection shall sense the AC generator output voltage and in the event of regulator failure or loss of reference, shut down regulator output on a sustained overvoltage of one (1) second duration. Overexcitation protection shall sense regulator output and shut down regulator output if overloads exceed ten (10) seconds duration. Both overvoltage and overexcitation protection shutdowns shall be latched, requiring the AC generator to be stopped for reset. The regulator shall include an under frequency rolloff torque-matching characteristic, which shall reduce output voltage in proportion to frequency below a threshold of 58-59 HZ. The torque-matching characteristic shall include differential rate of frequency change compensation to use maximum available engine torque and provide optimal transient load response. Regulators which use fixed volts per hertz characteristic are also

acceptable provided that the specified response characteristics are met.

- F. Engine-Generator Set Control: The control shall have 3 position selector switch with automatic remote start capability. A panel mounted switch shall stop the engine in the STOP position, start and run the engine in the RUN position, and allow the engine to start and run by closing a remote contact, and stop by opening the remote contact when in the REMOTE position. The control shall include a cycle cranking function. The cranking cycle, nonadjustable, shall consist of an automatic crank period of approximately 15 seconds duration followed by a rest period of approximately 15 seconds duration. Cranking shall cease upon engine starting and running. Two separate means of cranking termination shall be provided, one completely redundant to the other with no common components. Failure to start after three cranking attempts (75 seconds) shall shut down and lockout the engine, and visually indicate an over crank shutdown on the panel. The control shall shut down and lock out the engine upon: failing to start after the specified time (over crank), overspeed, low lubricating oil pressure, low oil level, high lube oil temperature, high engine temperature, low coolant level, low fuel level, generator breaker trip, or operation of a remote manual stop station. The control shall provide an engine monitor. A panel mounted switch shall reset the engine monitor and test all the lamps. Lamp indications on the control panel shall include:

1. Over crank shutdown - red
2. Overspeed shutdown - red
3. Low oil pressure shutdown - red
4. Low oil level shutdown - red
5. High oil temperature shutdown - red
6. High engine temperature shutdown - red
7. Low coolant level shutdown - red
8. Generator breaker trip shutdown - red
9. High engine temperature prealarm - yellow
10. Low engine oil pressure prealarm - yellow
11. Low coolant temperature - yellow
12. Low fuel - yellow
13. Fuel leak - red
14. Run - green
15. Not in automatic start - flashing red
16. Auxiliary (2 each) red

The engine-generator set starting battery(ies) shall power the monitor. The control shall include surge suppression for protection of solid state components. Operation of shut down circuits shall be independent of indication and prealarm circuits. Individual relay signals shall be provided for each indication for external circuit connections (not to exceed ½ amp draw). A common alarm contact for external connection shall be provided. Provide output status contacts (N.O.) for remote use for the following: Low fuel level, fuel leak, generator run (One (1) N.O. & One (1) N.C.).

- G. A NEMA 12 enclosed control panel shall be mounted on the generator set with vibration isolators. A front control panel illumination lamp with ON/OFF switch shall be provided. Control panel mounted indicating meters and devices shall include:

1. Engine Oil Pressure Gauge
2. Coolant Temperature Gauge
3. DC Voltmeter
4. Running Time Meter (hours)
5. Voltage adjusting rheostat, locking screwdriver type, to adjust voltage +/- 5% from rated value
6. Analog AC Voltmeter, dual range, 90 degree scale, 2% accuracy
7. Analog AC Ammeter, dual range, 90 degree scale, 2% accuracy
8. Analog Frequency/RPM meter, 45-65 Hz, 1350-1950 RPM, 90 degree scale, +/- 0.6 Hz accuracy
9. Seven position phase selector switch with OFF position to allow meter display of current and voltage in each generator phase.

When supplied with reconnectable generators, the meter panel shall be reconnectable for the voltage specified.

- H. Engine: The engine shall be 4 cycle, 1800 rpm, diesel fueled, direct injection, with forged steel crankshaft and connecting rods. An electronic governor, consisting of a magnetic pickup speed sensor, adjustable electronic control, and an electric actuator mounted integrally with the fuel pump, shall provide automatic engine-generator set frequency regulation adjustable from isochronous to 5% droop. The governor shall be suitable for paralleling future generator sets with the addition of load sharing controls. The engine shall be cooled by a unit-mounted closed loop radiator system including belt-driven pusher fan, coolant pump and thermostat temperature control. The cooling system shall be rated for full rated load operation in 120 degrees F ambient condition with the ambient temperature as measured at the generator air inlet. The cooling capability of the generator set shall be demonstrated by prototype tests on a representative generator set model. These tests will be conducted by the generator set manufacturer; calculated data from the radiator manufacturer only is not sufficient. Radiators shall be provided with a duct adaptor flange permitting the attachment of an air discharge duct to direct the radiator air outside according to the manufacturer's instructions. The cooling system shall be filled with 50/50 ethylene glycol/water mixture by the equipment supplier. Rotating parts shall be guarded against accidental contact.

- I. Engine Accessory Equipment: The engine-generator set shall include the engine accessories as follows:

1. An electric starter(s) capable of three complete cranking cycles without overheating, before over crank shutdown (75 seconds).
2. Positive displacement, mechanical, full pressure, lubrication oil pump.

3. Full flow lubrication oil filters with replaceable spin-on canister elements and dipstick oil level indicator.
 4. An engine driven, mechanical, positive displacement fuel pump.
 5. Fuel filter with replaceable spin-on canister element.
 6. Replaceable dry element air cleaner with restriction indicator.
 7. Flexible supply and return fuel lines.
- J. Base: The engine-generator set shall be mounted on a heavy-duty steel base to maintain proper alignment between components. The engine-generator set shall incorporate a battery tray with hold down clamps within the base rails. Provisions for stub up of electrical and fuel connections shall be within the footprint of the generator set base rails.
- K. Generator Set Auxiliary Equipment:
1. Engine mounted, thermostatically controlled, water jacket heater(s) for the engine. The heater(s) shall be sized as recommended by the equipment supplier. Heater voltage shall be 120V, single phase.
 2. Generator main circuit breaker, set-mounted and wired, UL listed, 600A rated. Field circuit breakers shall not be acceptable for generator overcurrent protection. The circuit breaker shall include provisions for shunt trip. Provide auxiliary contact for trip status reporting (common w/engine shutdown). Tripping of the generator circuit breaker while under load shall initiate engine shutdown.
 3. Vibration isolators, spring isolators type, quantity as recommended by the generator set manufacturer.
 4. Battery Charger: A 10 amp voltage regulated battery charger shall be provided for the engine-generator set. Input AC voltage and DC output voltage shall be as required. Chargers shall be equipped with float, taper and equalize charge settings. Operational monitors shall provide visual output along with individual form C contacts rated at 4 amps, 120 VAC, 30 VDC for remote indication of:
 - a. Loss of AC power - red light
 - b. Low battery voltage - red light
 - c. High battery voltage - red light
 5. Starting and Control Batteries: Starting batteries, lead acid type, 12 volt DC, sized as recommended by the generator set manufacturer, shall be supplied for the generator set with battery cables and connectors.
- L. Sound Attenuated Weatherproof Enclosure: Provide a factory installed weatherproof

enclosure (Level 1 sound attenuation) sized to house the engine-generator set, exhaust silencer, batteries and charger. The enclosure shall be constructed of aluminum, with stainless steel hardware. Enclosure shall be painted with a hunter green color. Enclosure doors shall be pad lockable and conveniently placed for ease of operation and maintenance. The enclosure shall be rated for wind load in accordance with the Florida Building Code.

M. Sub-base Fuel Tank: Provide an integrally mounted, dual wall steel, diesel fuel tank, 500-gallon capacity. The tank shall be U.L. listed with both inner and outer tank emergency vents per NFPA 30. The sub-base fuel tank shall be as manufactured by the Tramont Corporation, Milwaukee, Wisconsin, with the following system accessories:

1. Dual high/low fuel level switch (provide high level audible alarm on generator control panel)
2. Leak detection switch.

PART 3 - EXECUTION

3.01 TESTING

- A. To provide proven reliability of the system, three series of tests shall be performed: Prototype Model Tests, Production Model Tests, and Field Tests. The manufacturer shall provide documentation demonstrating satisfactory prototype and production test results. Generator sets that have not been prototype tested, and factory tested at 0.8 PF will not be acceptable.
- B. Generator Set Factory Prototype Tests and Evaluation: These tests and evaluations must have been performed on a prototype generator set representative of the Model specified. A summary of the generator set testing results shall be submitted for review. The manufacturer's standard series of component development tests on the generator system, engine, and other major components shall also be performed and available for review but shall not be acceptable as a substitute for prototype testing on the complete representative generator set prototype.
 1. Torsiograph Analysis and Test: The manufacturer of the generator set shall verify that the engine-generator set, as configured, is free from harmful torsional stresses. The analysis shall include correlation of empirical data from tests on a representative prototype. The empirical data must include spectrum analysis of the torsional transducer output within the operating speed range of the engine-generator set. Calculations based on engine and generator separately are not acceptable.
 2. Temperature Rise Test: Complete thermal evaluation of a prototype generator rotor and stator must include actual measurement of internal generator and exciter temperatures by embedded detector method, and measurement of

average temperature rise by resistance method. No position measured any place in the windings may exceed the temperature rise limits of NEMA for the particular type of insulation system used. Resistance method temperature rise data shall be confirmed by a full load test on the generator set prototype to include conducted and radiated heat from the engine.

3. Short Circuit Test: A test on a prototype generator set demonstrates that the generator set is designed to withstand the mechanical forces associated with a short circuit condition. With the generator set operating at rated load and speed, the generator terminals must be short circuited on all three phases for a duration of 20 seconds. At the conclusion of this test, the generator set must be capable of full load operation.
4. Endurance Run Test: A minimum of five hundred (500) continuous hours of endurance testing with a representative generator set prototype operating as defined by the manufacturer's standby rating shall have been performed. Endurance testing shall be used to verify structural soundness and durability.
5. Maximum Power Test: With the prototype generator set at normal operating temperature and with all power consuming auxiliaries in place, the maximum power available at rated speed shall be determined with the governor set at its fuel stop. The generator set shall maintain this power for a minimum of two minutes.
6. Linear Vibration Test: A test for in-line motion of components occurring along a repeatable path shall meet the manufacturer's acceptance criteria.
7. Cooling System Test: A cooling system test shall demonstrate the ability of the generator set cooling system to maintain normal operating temperature while operating at full rated load and power factor at the highest ambient temperature of the system rating. Cooling air requirements, radiator airflow and maximum allowable restriction at radiator discharge, shall be verified by this test.
8. Maximum Motor Starting kVA: Motor starting kVA shall be determined by test, based on a sustained RMS recovery voltage of at least 90% of no-load voltage with the specified load kVA at near zero power factor applied to the generator set.
9. Transient Response, Steady-state Speed Control, and Voltage Regulation: Prototype generator set tests shall demonstrate consistent performance as follows; stable voltage and frequency at all loads from no load to full rated load, consistent frequency bandwidth with steady- state load, maximum voltage and frequency dip on load acceptance and rejection, and restoration to steady state after sudden load changes. Transient response is a complete generator set (engine, generator, exciter, and regulator) performance criteria and cannot be established based on generator data alone.

3.02 FACTORY TESTS

- A. Generator set factory production tests: on the equipment to be shipped, shall be performed at rated load and 0.8 PF. These tests shall include run at full load, maximum power, voltage regulation, transient and steady-state governing, single step load pickup, and safety shutdowns. Provide a factory certified test record of the production testing.

3.03 ON-SITE ACCEPTANCE TEST

- A. The complete installation shall be tested for compliance with the specification following completion of all site work. Testing shall be conducted by representatives of the manufacturer, with required fuel supplied by Contractor. The Engineer shall be notified in advance and shall have the option to witness the tests. Installation acceptance tests to be conducted onsite shall include a "cold start" test, a two hour full load test, and a one-step rated load pickup test in accordance with NFPA 110.
- B. Provide a resistive load bank and make temporary connections for full load test. Load bank shall be capable of definite and precise incremental loading and shall not be dependent on generator control instrumentation to read amperage and voltage of each phase. Saltwater brine tanks or those load banks requiring water as a source for cooling are not acceptable for this purpose and are disallowed and shall not be utilized for this test.

3.04 SCHEDULED OIL SAMPLING

- A. In order to forecast and minimize engine failure, the supplier of the equipment must provide yearly (every twelve (12) months) oil sampling analysis throughout the warranty period. This scheduled oil sampling shall use the spectrographic analysis method and shall be accurate to within a fraction of one (1) part per million for the following elements:
 - 1. Iron
 - 2. Copper
 - 3. Chromium
 - 4. Aluminum
 - 5. Silicon

In addition, the sample shall be tested for the presence of water, fuel dilution, and anti-freeze.

- B. All equipment needed to take oil samples shall be provided in a kit at the time of acceptance and shall include the following:
 - 1. Sample gun kit (1)
 - 2. Bottles (8)
 - 3. Mailers (8)

4. Written instructions (1)

- C. Immediate notification shall be provided to the OWNER when analysis results show any critical reading. If readings are normal, a report showing that the equipment is operating within established requirements shall be provided.

3.05 TRAINING

- A. The equipment supplier shall provide training for the facility operating personnel covering operation and maintenance of the equipment provided. The training program shall be not less than 4 hours in duration, and the class size shall be limited to 5 persons. Training date shall be coordinated with the facility owner.

END OF SECTION

PART A – BIDDING REQUIREMENTS & GENERAL INFORMATION

SECTION C – INSTRUCTION TO BIDDERS

1.1 PREPARATION OF BIDS:

Bids must be submitted on the attached Proposal which shall be completed in ink or typewritten. Bid price of each item on the form must be stated in words and numerals; in case of conflict, words will take precedence. Where unit prices are required, unit prices take precedence, and CITY may award one or more Contracts. Likewise, discrepancies between the indicated sum of any column of figures and correct sum thereof will be resolved in favor of correct sum.

All blanks on the Bid Form must be completed in ink or by typewriter and the Bidder will be responsible for its correctness. All names must be typed or printed below the signature. The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form. The address to which communications regarding the Bid are to be directed must be shown.

If the Bid is made by an individual, they must sign their name therein and state their address. If the Bid is made by a firm or partnership, its name and address must be stated, as well as the name and the address of each member of the firm or partnership. Bids by Corporations must be signed by an authorized corporate officer (accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature. When the state of incorporation is other than Florida, proof of registry with Florida must be attached.

1.2 RECEIPT AND OPENING OF BIDS:

The complete Bidding Procedures including Proposal, Bid Guaranty, as assembled herein, must be delivered in sealed, opaque envelope with the project title plainly marked on the outside and addressed to the Office of City Clerk, City Hall, 2020 Wilton Drive, Wilton Manors, Florida 33305, by the time and date called for in the Invitation to Bid.

Proposals will be publicly opened and immediately read aloud at the time and place designated in the Notice to Bidders. No proposal will be considered which is not based upon these Drawings and Specifications or which is not properly made out and signed in writing by the Bidder.

1.3 CONTRACT DOCUMENTS:

The Contract Documents give the location and description of the Work to be done under this Contract and estimated quantities of work for which Bids are invited the time in which the Work must be completed. The Contract Documents are listed in Section 2.2 of the Form of Contract and they are fully a part of the Contract.

1.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

1.4.1 Bidders must satisfy themselves by personal examination of the location of the proposed Work, by thorough examination of the Contract Documents, requirements of the Work and the accuracy of the estimate of the quantities of the Work to be done; and shall not at any time after the submission of a bid dispute or complain of such estimate nor the nature or amount of work to be done.

1.4.2 Bidder shall be familiar with all federal, state and local laws, ordinances, rules and regulations that in any way affect the cost, progress or performance of the Work. Failure to be familiarized with applicable laws, ordinances, rules and regulations will in no way relieve bidder from the responsibility included in the applicable laws.

1.4.3 On request, the CITY will provide Bidder with access to the site to conduct such investigations and test as Bidder deems necessary for submission of their Bid. Bidder shall schedule such access in advance to the CITY. To schedule an appointment, e-mail Ariel Montalvo, Purchasing Coordinator at amontalvo@wiltonmanors.com. Appointments will only be made available until December 8, 2025.

1.5 DIMENSIONS, QUANTITIES AND SUBSURFACE:

Dimensions, quantities and information supplied by the CITY are in no way warranted to indicate true amounts or conditions. Bidders/Contractors shall neither plead misunderstanding or deception, nor make claims against the CITY if the actual amounts, conditions or dimensions do not conform to those stated.

1.6 ADDENDA - CHANGES WHILE BIDDING:

During the bidding period, Bidders may be furnished addenda or bulletins for additions or alternations to the Plans or Specifications which shall be included in the Work covered by the Proposal.

Any prospective Bidder in doubt as to the meaning of any part of the Drawings, Specifications or other Contract Documents may submit a written request to Ariel Montalvo, Purchasing Coordinator (amontalvo@wiltonmanors.com) or designee for an interpretation. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of such addendum will be made available on the City's website www.wiltonmanors.com. The CITY will not be responsible for any other explanations or interpretations of the proposed documents.

Questions received past the questioning deadline prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding.

1.7 BID GUARANTY:

All proposals shall be accompanied by a Bid Bond 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, U.S. Department of Treasury. Bid Guaranty may be a certified, cashier's, treasurer's check or bank draft of any national or state bank, 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 with Surety 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, Construction Bond 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 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, U.S. Department of Treasury.

Guaranty 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, with satisfactory Surety as specified, or fails 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 acceptable Bidder, or the Work may be readvertised or may be constructed by CITY forces without Contract as the City Commission may deem to be in the best interest of the CITY. Bid Guaranty of the unsuccessful Bidders will be returned upon award of Contract.

1.8 POSTPONEMENT OF DATE FOR PRESENTING AND OPENING PROPOSAL:

The CITY reserves the right to postpone the date for presentation and opening of proposals and will give ample notice of any such postponement to each prospective Bidder.

1.9 DETERMINATION OF MOST ACCEPTABLE BIDDER:

The Contract shall be awarded to the lowest and/or most responsive and or most responsible qualified Bidder, provided, however, the CITY may for good cause reject any Bid even though it may be the lowest.

1.10 QUALIFICATIONS AND DISQUALIFICATIONS OF BIDDERS:

The Contract will be awarded only to a Bidder, who in the opinion of the City Commission, is fully qualified to undertake the Work. The CITY reserves the right before awarding the Contract to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any available evidence of their financial status, technical qualifications and other qualifications and abilities. Any one of the following causes, among others, may be considered a sufficient justification to disqualify a Bidder and reject this Bid:

- A. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names.
- B. Evidence of collusion.
- C. Previous participation in collusive Bidding on work for the City of Wilton Manors, Florida.
- D. Submission of an unbalanced Bid in which the prices Bid for some items are out of proportion to the prices Bid for other items.
- E. Lack of competency. The City Manager or designee may declare any Bidder ineligible, at any time during the process of receiving Bids or awarding the

Contract, if developments arise which, in their opinion, adversely affects the Bidder's responsibility. The Bidder will be given an opportunity, by the Manager or designee, to present additional evidence before final action is taken.

- F. Lack of responsibility as shown by past work judged by the City Manager or designee from the standpoint of workmanship and progress.
- G. Incomplete work for which the Bidder is committed by Contract, which in the judgement of the City Manager or designee, might hinder or prevent the prompt completion of work under this Contract.
- H. Being in arrears on any existing Contracts with the CITY, or any taxes, licenses or other monies due the CITY; in litigation with the CITY or having defaulted on a previous contract with the CITY.
- I. Being included on any Federal or State agency list of debarred or suspended vendors.

1.11 BIDDING ERRORS:

When after opening of Bids, a Bidder claims error and requests to be relieved of the Award, or the City Manager or designee believes an error may have been made and requests that the Bidder shall present their certified work sheets and supply quotations to the City Manager or designee on the same day as the Bid opening, or if the Bid opening is in the afternoon then on the following business day. When the City Manager or designee has suspected an error and requires the documents, failure to produce them within the time specified shall make the Bidder non-responsive and thereby disqualified. Award may then be made to the next lowest responsive, responsible Bidder, or the Work may be re-advertised or constructed by CITY forces, as the Commission desires.

If after review, the City Manager or designee is convinced that an honest allowable (excusable mathematical) error has been made, the Bidder shall be relieved of responsibility, and their Bid Guaranty shall be returned. If the City Manager or designee is not convinced that an honest, allowable error has been made, the Bid Guaranty shall be held by the CITY for damages incurred. Should actual damages be less than the Bid Guaranty, any excess amounts should be returned to the Bidder. If actual damages are greater than the Bid Guaranty, the CITY shall have the right to proceed against the defaulting Bidder for the additional damages. Award may then be made as stated above in this paragraph.

1.12 LIFE AND WITHDRAWAL OF BID:

All Bids shall remain open for ninety (90) days after the day of the Bid opening, however, the City Manager or designee may, at their sole discretion, release any Bid and return the Bid Guaranty prior to that date. Any Bid may be modified or withdrawn prior to that date. Any Bid may be modified or withdrawn prior to the time scheduled for the opening of Bids.

1.13 REJECTION OF IRREGULAR BIDS:

Bids will be considered irregular and may be rejected if they show erasures, corrections, omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Bids or other irregularities of any kind.

1.14 AWARD OF CONTRACT:

- 1.14.1 The City Commission reserves the right to reject any or all Bids or any part of any Bid, to waive any informality in any Bid, or to re-advertise for all or any part of the Work contemplated, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. If Bids are found to be acceptable by the City Commission, written notice of award will be given to the lowest responsive, and responsible Bidder.
- 1.14.2 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 1.14.3 In evaluating Bids, the CITY shall consider the qualifications of the Bidder, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 1.14.4 The CITY may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers and other persons and organizations must be submitted. The CITY also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 1.14.5 The CITY may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to the CITY'S satisfaction within the prescribed time.
- 1.14.6 If the contract is to be awarded, the contract will be awarded to the most responsible, lowest responsive Bidder whose evaluation indicates that the award will serve the highest public interest and be in the best interest of the City.
- 1.14.7 The City reserves the right to reduce the quantities of work to be done and to completely eliminate any items of the work listed in the Proposal in order that the work can be completed within the amount of available funds.
- 1.14.8 If the contract is to be awarded, the CITY will give the successful Bidder a Notice of Award within one hundred and twenty (120) days after the day of the Bid opening or sooner.

1.15 EXECUTION OF CONTRACT:

When City gives a Notice of Award to a successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. The Bidder to whom the Contract is awarded shall within fifteen (15) days of the date of award, execute and deliver two (2) copies of the following to the City Manager or designee:

- A. The Contract.
- B. Construction Bond.
- C. Evidence of required insurance.
- D. Proof of authority to execute the Contract.
- E. Proof of authority to execute Bond on behalf of the Awardee.
- F. List of Sub-Contractors and Contract Value for each.
- G. Proof of valid Wilton Manors Certificate of Competency for the Contractor and all Sub- Contractors.
- H. Materials procurement schedule.

The above documents must be furnished, executed and delivered before the Contract will be executed by the CITY. The Contract shall not be binding upon the CITY until it has been executed by the CITY and a copy of such fully executed Contract is delivered to the CONTRACTOR.

1.16 CONSTRUCTION BOND:

In accordance with the provisions of Section 255.05, Florida Statutes, the Contractor shall provide to the CITY, a 100% Public Construction Bond in an amount not less than the total cost of the Project. The Bond shall incorporate by reference the terms of the Contract Documents in its entirety. Moreover, Contractor agrees that the following language shall be expressly included within the language of its Public Construction Bond:

“Surety expressly agrees to be bound by all terms and conditions relating to liquidated, delay and time or impact related damages, and is responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract Documents incorporated herein or as provided for by Florida law.”

The Bond must 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(as amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of Treasury.

When the successful Bidder delivers the executed Agreement to the CITY, it must be accompanied by the required Construction Bond and required insurance certificates and policies if applicable. Such bond shall be executed and issued by a resident agent licensed and having an officer in Florida, representing such corporate surety. Attorney-in-fact who signs bonds must file with such bond a certified copy of their Power-of-Attorney to sign said bonds.

Before commencing the work or before recommencing the work after a default or abandonment, the Contractor shall provide to the City a certified copy of the recorded bond. Notwithstanding the terms of the Contract or any other law governing prompt payment for construction services, the City may not make a payment to the Contractor until the Contractor has complied with this paragraph.

1.17 FAILURE TO EXECUTE CONTRACT, BID GUARANTY FORFEITED:

Should the Bidder to whom the Contract has been awarded refuse or fail to complete the requirements of Section 2.15 above within fifteen (15) days after Notice of Award, the additional time in days (including weekends) required to CORRECTLY complete the documents, will be deducted, in equal amount, from the Contract Time, or the CITY may elect to revoke the Award. The Bid Guaranty of any Bidder failing to execute the awarded Contract shall be held by the City for damages incurred and the Contract awarded as the Commission desires.

1.18 TIME FOR BEGINNING AND COMPLETING THE WORK

The CITY shall instruct the CONTRACTOR to commence the work by written instruction hereinafter called the "Notice to Proceed". The CONTRACTOR shall commence the work within ten (10) calendar days after the date specified in the "Notice to Proceed". Failure to complete the work within the allotted time may cause the CONTRACTOR to pay liquidated damages as set forth in the "Contract".

1.19 COPIES OF BIDDING DOCUMENTS

1.19.1 Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement for Bids may be obtained from City Hall.

1.19.2 Complete sets of Bidding Documents shall be used in preparing Bids; CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

1.19.3 CITY and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

1.20 QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of CITY's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for in the Contract Documents. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or obtain such qualification prior to award of the contract. The CITY reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the Work and if, after investigation, the evidence of their competency or financial ability is not satisfactory, the CITY reserves the right to reject their bid.

1.21 SUBCONTRACTORS, SUPPLIERS AND OTHERS

1.21.1 If requested by the CITY, Bidder shall provide an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, supplier, person or organization. If the CITY after due investigation has reasonable objection to any proposed Subcontractor, supplier, other person or organization, either may, before the Notice of Award is given, request the apparent successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent successful Bidder declines to make any such substitution, the CITY may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The decline to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom the CITY does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the CITY. Subcontractors shall not be changed without the approval of the CITY. No acceptance by the CITY of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of the CITY to reject defective work or materials not conforming with these specifications.

1.21.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent successful Bidder, prior to the Notice of Award, shall identify in writing to the CITY those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with the CITY'S written consent.

1.21.3 No Bidder shall be required to employ any Subcontractor, other person or organization against whom Bidder has reasonable objection.

1.21.4 No more than 49% of dollar value of the total contract work may be accomplished by subcontractors. The balance of work must be accomplished by selected Contractor's own forces. Each bidder must furnish with their proposal, a list of the items he proposes to sub-contract and the estimated cost of these items.

1.22 SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Bid form and shall be included in an opaque sealed envelope, marked with the Project title and, if applicable, the designated portion of the Project for which the Bid is submitted and name and address of the Bidder. The sealed envelope shall be addressed to: City of Wilton Manors, City Clerk's Office, 2020 Wilton Drive, Wilton Manors, FL 33305. Each bid shall be accompanied by Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "Bid Enclosed" on the face thereof.

1.23 Intentionally Omitted.

1.24 FLORIDA TRENCH SAFETY ACT-COMPLIANCE

In the event this contract requires trench excavation, the requirement of Florida Statutes 553.60, et seq., shall be adhered to by all Bidders. Every Bidder shall provide a certification on the form provided and other required documentation.

1.25 PUBLIC ENTITY CRIMES

Every Bidder shall provide a sworn statement pursuant to the requirements of Florida Statutes Section 287.133, pertaining to Public Entity Crimes and the convicted vendors list on the form provided herein, which must be completed by the appropriate individual within the organization, notarized and provided with the proposal.

1.26 Every Bidder shall provide a Non-Discrimination Affidavit (Attachment A) on the form provided.

1.27 Every Bidder shall provide a Domestic Partnership Certification (Attachment B) on the form provided.

1.28 Every Bidder shall provide a Non-Debarment Affidavit (Attachment C) on the form provided.

1.29 DRUG-FREE WORKPLACE (Attachment D).

Every Bidder shall provide a certification on the form provided indicating whether the Bidder has implemented a drug-free workplace program pursuant to the requirements of Florida Statute Section 287.087. Preference in the award process shall be given, according to the statutory requirements, to a business that certifies it has implemented a drug-free workplace program.

1.30 Every Bidder shall provide a Non-Collusive Affidavit (Attachment E) on the form provided.

2.31 BUILDING PERMITS

The CONTRACTOR shall make application and obtain the necessary building permits from the City or other governing bodies, if necessary.

1.32 CONTRACTOR'S CERTIFICATION

CONTRACTORS bidding on this project must hold a State license or a current certificate of competency issued by Broward County Examining Board having jurisdiction over licensing of CONTRACTORS in the type of work involved in this contract. The Bidder must submit proof this requirement has been met.

1.33 Every Bidder shall provide a Certification Pursuant to Florida Statute 287.135 (Attachment F) on the form provided.

- 1.34 Every Bidder shall provide an E-Verify Form for All Solicitations (Attachment G) on the form provided.**
- 1.35 Every Bidder shall provide a Compliance with Foreign Entity Laws Affidavit (Attachment H) on the form provided.**
- 1.36 Every Bidder shall provide a Compliance with Anti-Human Trafficking Laws Affidavit (Attachment I) on the form provided.**
- 1.37 CONTRACTORS bidding on the project shall comply with City of Wilton Manors, Sec. 2-58, Procurement Procedures (s) Cone of Silence:**

Sec. 2-58. Procurement procedures.

(s) Cone of silence.

(1) A cone of silence shall be in effect for an invitation to bid, a request for letters of interest, a request for proposals, a request for letters of qualifications or other competitive selection beginning upon the first meeting of the selection committee or at the time of the opening of submissions in response to invitations for bids. For amendments to contracts, a cone of silence shall begin when direction is given by the commission or other authorized person to establish or convene a committee, or when an individual is designated by the commission or other authorized person to negotiate an amendment to a contract. Notice shall be given as required by subsection (s)(2) herein.

Potential vendors and their representatives are substantially restricted from communicating with any city commissioner, the city manager, deputy and assistants to the city manager and their respective support staff, or any person appointed by the city commission or city manager to evaluate or recommend selection in this process.

(2) At the time of imposition of the cone of silence, the city manager or the manager's designee shall provide public notice of the cone of silence. The city manager shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

(3) Notwithstanding the foregoing, the cone of silence shall not apply to communications with the city attorney and his or her staff, or with designated city staff who are not serving on the particular selection committee, to obtain clarification or information concerning the subject solicitation, or with any designee of the city authorized or directed to negotiate a contract or any amendment to a contract. Further, nothing herein shall prohibit a city commissioner from communicating with another city employee, and other city employees from communicating with each other. For purposes of this section, "vendor's representative" means an employee, partner, officer, or director of a potential

vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

(4) The cone of silence shall terminate at the time the commission or other authorized person makes final award or gives final approval of a contract or contract amendment; rejects all bids or responses to the competitive solicitation; or takes other action which ends the competitive selection process.

(5) Nothing contained herein shall prohibit any potential vendor or vendor's representative:

- a. From making public presentations at duly noticed pre-bid conferences or before duly noticed selection committee meetings;
- b. From engaging in contract negotiations during any duly noticed public meeting;
- c. From making a public presentation to the city commission during any duly noticed public meeting; or
- d. From communicating in writing with any city employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable bid documents.

The potential vendor or vendor's representative shall file a copy of any written communication with the city manager who shall make copies available to the public upon request.

(6) For purposes of this section and when not otherwise precluded by the operation of this section from doing so, the director of purchasing or designee shall accept communications from potential vendors or vendor's representatives when a cone of silence has been applied. Such contact shall be in writing and shall be provided to the members of the applicable selection committee, including any response thereto and attached to the board agenda item for the award under the applicable competitive solicitation.

(7) The city attorney or city manager, or a designee of the city attorney or city manager, shall be informed of any person who is alleged to have violated the requirements of this section. In each such instance, an investigation shall be performed and the results of each investigation including a determination of violation, if any, shall be compiled in a report.

(8) A copy of the report, including a determination of violation, if any, and notice of the imposition of a fine as provided for in this section, if any, shall be immediately furnished or mailed to the person who has been investigated.

(9) A determination of violation shall render any award to said potential vendor voidable, at the sole discretion of the city commission.

END OF SECTION

PART A – BIDDING REQUIREMENTS & GENERAL INFORMATION

SECTION D – BID FORMS

BID FORM

TO THE MAYOR AND COMMISSIONERS
CITY OF WILTON MANORS

SUBMITTED _____
(date)

Dear Mayor and COMMISSIONERS:

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Drawings and Specifications for the Work and contractual documents relative thereto, including the Invitation to Bid, Instructions to Bidders, Bid Form, Form of Bid Bond, Form of Contract and Form of Construction Bond, General Conditions, Technical Specifications, Addenda and Drawings, and has read all of the Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the Work to be performed and has visited the site.

If this Bid is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the City, in the form of Contract specified; of which this Bid Form, General Conditions, Technical Specification and Drawings shall be made a part for the performance of Work described therein; to furnish the necessary bond equal to one hundred ten percent (110%) of the total Contract base bid, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the City; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the Work specified in the Proposal and Contract and called for in the Drawings and in the manner specified; to commence Work on the effective date established in the "Notice to Proceed" from the City; and to complete all Contract Work within the time specified in the Bid Form, and stated in the "Notice to Proceed" or pay liquidated damages for each calendar day in excess thereof, or such actual and consequential damages as may result therefrom.

The BIDDER acknowledges receipt of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

And the undersigned agrees that in case of failure on their part to execute the said Contract and the Bond within ten (10) days after being presented with the prescribed Contract forms, the check or Bid Bond

accompanying their bid and the money payable thereon, shall be paid into the funds of the City of Wilton Manors, Florida, otherwise, the check or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the _____

Bank of _____

or approved Bid Bond for the sum of _____

Dollars (\$ _____) according to the conditions under the Instructions to Bidders and provisions therein.

Signature of Bidder

Name and Official Title

Name of Firm

Address of Firm

Affix Official Seal Here:

Check one and fill out Page _____

___ Sole Proprietorship

___ Partnership or Limited Liability Company

___ Joint Venture

___ Corporation

Bid Form

TO: CITY OF WILTON MANORS
2020 WILTON DRIVE
WILTON MANORS, FLORIDA 33305

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project, familiarized himself with the local conditions, nature and extent of the Work, the Drawings, Specifications and Contract and Bond requirements, proposed to furnish all labor, material & equipment necessary to construct the:

Hagen Park Generator

In full accordance with your call for Bids, Instructions to Bidders, Contract and Contract documents relating thereto, on file in the City Clerk's Office and if awarded the Contractor agrees to complete the said work within 150 calendar days from the date of "Notice to Proceed", for the following bid price:

TOTAL LUMP SUM PRICE (BASE BID PLUS ALTERNATES): \$ _____
(in numbers)

(in words)

TOTAL LUMP SUM PRICE (OPTIONAL BID ALTERNATE): \$ _____
(in numbers)

(in words)

State of _____
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____, by _____.

(Seal) _____
(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

Personally Known OR
 Produced Identification: Type of Identification: _____

WHEN THE BIDDER IS A CORPORATION:

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

(Name of Corporation)

"RESOLVED that _____,
(Person Authorized to Sign)

_____ of _____
(Title) (Name of Corporation)

be authorized to sign and submit the Bid or Proposal of this corporation for the following project:

The foregoing is a true and correct copy of the Resolution adopted by

_____ at a meeting of its Board of Directors held on _____ the
(Name of Corporation)

day of _____, 2025.

By: _____

(SEAL) Title: _____

WHEN THE BIDDER IS A PARTNERSHIP OR LIMITED LIABILITY COMPANY:

(Name of Partnership or Limited Liability Company)

(Address)

By: _____ (SEAL)

Name and Address of all Partners or Managers:

NAME	ADDRESS

REQUIRED COST DATA INFORMATION

THE CITY REQUIRES THAT EVERY PROPOSAL SUBMITTED CONTAIN A SEPARATE PAGE DETAILING AN ITEMIZED COST ANALYSIS ACCORDING TO THE ENCLOSED BID SCHEDULE, WHICH INCLUDES:

1. TOTAL COST (FOR BASE BID AND/OR OPTIONAL BID ALTERNATE)
2. DEFINITIVE, ITEMIZED ANALYSIS OF ANY OTHER EXPENSES WHICH MAY POSSIBLY BE INCURRED (LISTED ON THE BID PROPOSER FORM)
3. COST BREAKDOWN OF TOTAL COST
(PER BID PROPOSAL FORM)

NAME OF BIDDER: _____

STREET ADDRESS: _____

CITY, STATE: _____

SIGNATURE: _____

TITLE OF SIGNER: _____

DATE: _____

TELEPHONE NO. _____

EMAIL: _____

CITY OF WILTON MANORS
Hagen Park Generator

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

(Zip Code)

By: _____

(Print name)

(Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

Email: _____

State License # _____ **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

HAGEN PARK GENERATOR PROPOSAL FORM

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
I.	GENERAL				
1	Bonds & Insurance	1	LS	\$	\$
2	Mobilization	1	LS	\$	\$
3	Maintenance of Traffic	1	LS	\$	\$
4	Indemnification for Owner/Engineer	1	EA	\$	\$
5	Permit Fees and Required Testing	1	AL	\$	\$
6	FPL Allowance	1	AL	\$	\$
GENERAL SUBTOTAL					

II.	ELECTRICAL WORK				
8	150Kw Generator Set, with Accessories Per Specifications	1	LS		\$
9	Starting Batteries	1	LS		\$
10	Battery Charger – 10 Amp Rating	1	EA		\$
11	Control Devices, Accessories, Tests, Documents, and Services to Meet Specifications	1	LS		\$
12	Relocate Existing Lift Station #01 Electrical Service to Pump Station	1	EA		\$
ELECTRICAL WORK					

TOTAL BASE BID PRICE WRITTEN

DATE

CONTRACTOR NAME

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):

Hagen Park Generator

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

DAMAGES FORM

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.

[signature]

Sworn to and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____.

(Seal)

(Signature of Notary)

- Personally known OR
- Produced identification

(Type of identification)

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:

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 do you have 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?

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

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.)

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 TEN (10) references for whom, you have performed similar work: (Type or Print Clearly and Fill in ALL fields)

(1) Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(2) Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(3) Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(4) Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(5) Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(6) Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(7) Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(8) Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(9) Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(10) Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(11) Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(12) Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(13) Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

Number of years' experience the Bidder has had in providing similar services: _____ Years

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 ONE (1) ORIGINAL AND THREE (3) 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 FORM?
- HAVE YOU INCLUDED COPIES OF RELATED CERTIFICATIONS, BUSINESS LICENSE AND TAX RECEIPT?
- HAVE YOU INCLUDE A COPY OF YOUR CERTIFICATE OF LIABILITY INSAURANCE?
- ARE ATTACHMENTS A–H 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, 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 such classes or in retaliation for or opposition to any such practices against any employee of, any City employee working with, or applicant for employment 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 2-60 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 _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____, by _____.

(Seal)

(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

Personally Known OR

Produced Identification: Type of Identification: _____

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 2-58(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 2-58(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 _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____, by _____.

(Seal)

(Signature of Notary)

(Printed, Typed, or Stamped Name of Notary)

Personally Known OR

Produced Identification: Type of Identification: _____

CITY OF WILTON MANORS, FLORIDA

ORDINANCE NO. 2013 – 0013

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

Effective October 1, 2013

...

Section 3: Section 2-58 of the Code of Ordinances is amended by creating Subsection (v) as follows:

Section 2-58(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.

5. 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 _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____, by _____.

(Seal)

(Signature of Notary)

(Printed, Typed, or Stamped Name of Notary)

Personally Known OR

Produced Identification: Type of Identification: _____

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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

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

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 _____

County of _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, _____, by _____.

(Seal)

(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[] Personally Known OR

[] Produced Identification: Type of Identification: _____

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 or Other Entities 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 Iran Terrorism Sectors List; and
5. Has not engaged in business operations in Cuba or 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 of \$100,000 or more 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 Terrorism Sectors 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 or other Entities that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Terrorism Sectors 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.: _____

Employment Eligibility. Bidder certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- (a) Bidder and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the Bidder or subcontractor.
- (b) If the Bidder enters into a contract with a subcontractor, the subcontractor must provide the Bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Bidder shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 1. If the City, contractor, or subcontractor has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 2. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If the City terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
- (d) The City, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

Contractor Name

_____ Printed Name
Contractor Authorized Representative

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.

ATTACHMENT H
AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
CITY OF WILTON MANORS

TO BE RETURNED WITH PROPOSAL/BID

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

(SEAL)

NOTARY PUBLIC, STATE OF _____

ATTACHMENT I

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an adult resident of the State of Florida.
 2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
 3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
 4. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
- FURTHER AFFIANT SAYETH NAUGHT.

DATE: _____, 20____

ENTITY: _____

NAME: _____

TITLE: _____

STATE OF FLORIDA

COUNTY OF _____

SWORN TO (or affirmed) and subscribed before me by means of [] physical presence or []
 online notarization, this _____ day of _____ 20____, by
 _____ in his/her capacity as _____ for
 _____ (name of Entity).

NOTARY PUBLIC

____ Personally Known OR

____ Produced Identification

Type of Identification Produced

PART A – BIDDING REQUIREMENTS & GENERAL INFORMATION

SECTION E – FORM OF CONTRACT

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

THIS CONTRACT, made and entered into this ____ day of _____ 2025 , by and between the CITY OF WILTON MANORS, a municipal corporation of Florida, hereinafter called the “CITY” or “OWNER” and _____

a Florida Corporation	()	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:

Hagen Park Generator

WHEREAS, CONTRACTOR, in compliance with the bidding requirements announced by the CITY, submitted a bid on the ____ day of _____, 2025, for the total bid amount of \$ _____ and,

WHEREAS, On the ____ day of _____ 2025, the CITY Commission designated CONTRACTOR as having submitted the lowest, responsible and responsive bid and authorized the execution of this Agreement; and,

WHEREAS, the Parties agree that the Project is scheduled to achieve Substantial Completion without interruption within **120**, and Final Completion within 150, calendar days as specified in the Notice to Proceed, subject to CITY approved time extensions.

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 the General Conditions for Construction GC-2, INDEPENDENT CONTRACTOR.
- 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
 - 2.2.2. Instructions for Bidders
 - 2.2.3. Bid Proposal
 - 2.2.4. Bid Bond
 - 2.2.5. General Conditions for Construction (GC) – all references to "GC" shall be to section numbers
 - 2.2.6. Construction Contract
 - 2.2.7. Certificate of Insurance
 - 2.2.8. Public Construction Bond
 - 2.2.9. Attachment 1: General Conditions for Construction
 - 2.2.10. Addenda
 - 2.2.11. Written directives or interpretations
 - 2.2.12. Manufacturers warranties
 - 2.2.13. Federal Conditions
 - 2.2.14. Attachment 2: Grant Agreement

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 his 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 five years or 1500 hours, whichever occurs first from the date of system start up, as set forth in the General Conditions for Construction GC-24, WARRANTY.
- 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. CONTRACTOR shall comply with the provisions of Section 2-59(b) of the Wilton Manors Code of Ordinances. CONTRACTOR shall require that all subcontractors comply with Section 2-59(b) of the Wilton Manors Code of Ordinances.
- 3.1.14. CONTRACTOR is (i) bound by the terms of the Grant Agreement, (ii) is bound by all applicable state and federal laws and regulations, and (iii) shall hold the Florida Division of Emergency Management and CITY harmless against all claims

of whatever nature arising out of the CONTRACTOR 's performance of work under this Contract, to the extent allowed and required by law.

4. CITY'S OBLIGATIONS

- 4.1. CITY shall provide a written Notice to Proceed.
- 4.2. Make timely payments for the work in accordance with the procedures and time frames set forth in the Contract Documents.
- 4.3. On satisfactory completion of the Project, provide a written final acceptance and payment for the entire project.

5. COMMENCEMENT OF WORK

- 5.1. CONTRACTOR hereby agrees to commence work under this contract within (10) calendar days of the Commencement Date specified in the written "Notice to Proceed," and to achieve Substantial Completion without interruption within 120 calendar days thereafter and to achieve Final Completion without interruption within 150 calendar days thereafter.
- 5.2. Time is the essence of the contract. In the event the CONTRACTOR shall fail to timely commence the work following Notice to Proceed or fail in the performance of the work specified and required to be performed within the time limit set forth in the contract, after due allowance for any extension or extensions of time made in accordance with the Contract Documents, the CONTRACTOR shall be liable to the CITY, as liquidated damages, the amount stipulated in Section 6.0 herein below for each and every calendar day that the CONTRACTOR shall be in default of achieving certification of Substantial Completion.
- 5.3. 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.

6. LIQUIDATED DAMAGES

- 6.1. The CONTRACTOR further agrees to pay \$ 100.00 per day as liquidated damages, for failure to begin within ten (10) days of CITY's issuance of the "Notice to Proceed" or failure to achieve Substantial Completion within 120 calendar days from the Commencement Date or failure to achieve Final Completion within 150 calendar days from the Commencement Date, as indicated in the written "Notice to Proceed". The CITY shall have the right to deduct said liquidated damages from any amount due, or that may become due the CONTRACTOR, or to collect such liquidated damages from the CONTRACTOR or his Surety.
- 6.2. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within thirty (30) calendar days and prior to any request for Final Inspection, Testing and Acceptance as stated in the General Conditions for

Construction (GC-50). If the Substantial Completion punch list items have not been corrected by the CONTRACTOR within the thirty (30) calendar day period, at the discretion of the Project Manager, Liquidated Damages may be applied as described in Section 6 above.

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 Agreement.
- 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 Agreement 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

The CITY, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered. Changes in the work must be processed as set forth in the General Conditions for Construction GC-46, FIELD CHANGE DIRECTIVES/CHANGE ORDERS.

- 10.1. All change orders and adjustments shall be in writing and approved by the Project Manager, otherwise, no claim for extras will be allowed.
- 10.2. 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. INSURANCE

- 12.1. The Contractor shall obtain and maintain insurance as set forth in the General Conditions for Construction GC-27, INSURANCE.

12. CONTRACT CONTROLS

- 12.1. 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.
- 12.2. 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, or its representatives as set forth in the General Conditions for Construction (GC-17, CONTRACT INTERPRETATION. In reconciling conflicting provisions of the Contract Documents, the Contract shall have the greatest weight, followed by the General Conditions for Construction and finally by the balance of the Contract Document

13. TIME OF ESSENCE

- 13.1. 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.

14. REMEDY FOR DELAY

- 14.1. In the event of any delay in the project 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, their 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 project.

- 14.2. NO MONETARY DAMAGES SHALL BE CLAIMED OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY DELAY IN THE PROJECT 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 he has read and understands the above provision.

INITIALS

- 14.3. 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.
- 14.4. All requests for extension of time to complete the work shall be made in accordance with the General Conditions for Construction GC-23, EXTENSION OF TIME/NO DAMAGES FOR DELAY.
- 14.5. For the purpose of this section, the phrase “the CITY, its agents and employees” shall include but shall not be limited to the Project Engineer and Project Manager.

15. DISPUTES

- 16.1. Disputes shall be resolved as set forth in the General Conditions for Construction GC-18, DISPUTES.

16. MISCELLANEOUS

- 16.1 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.
- 16.2 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.
- 16.3 Waiver of Jury Trial. CITY AND CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE

PART A – BIDDING REQUIREMENTS & GENERAL INFORMATION

SECTION F – FEDERAL CONDITIONS

FEDERAL CONDITIONS: This project will be funded by the Federal Government through the Federal Emergency Management Agency (FEMA), and as such, the parties hereby acknowledge and agree that the following required federal contract provisions are incorporated into the Original Agreement:

- A. Funds for this project are derived from federal grants and therefore Contractor shall comply with federal guidelines. The federal funds appropriated by the applicable federal agency may be administered through the State of Florida. In the event of a conflict between the Federal and State of Florida statutory requirements listed in this section and other provisions of the Invitation to Bid or the Original Agreement, the Federal and State statutory requirements will govern and prevail.

- B. Contractor shall comply with the following federally required laws and provisions as may be applicable to Contractor’s performance under the Original Agreement:
 - a. **Remedies.** | Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A). |

 - b. **Termination for Cause and Convenience.**
 - i. **Termination for Convenience.** When it is in the City’s best interest, the City may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days’ written notice to Grantee. The City shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The City shall not pay any invoices received after thirty (30) days of the effective date of termination.

 - ii. **Termination for Cause.** The City may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City. The rights and

remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by City, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- c. **Equal Employment Opportunity.** During performance of the agreement, Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and supplemented in Department of Labor Regulations (41 CFR chapter 60). During the performance of the contract, the Contractor agrees as follows:
- i. (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - ii. (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii. (3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other

- employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- iv. (4) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v. (5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi. (6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vii. (7) In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - viii. Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:

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

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

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

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

- d. **State Energy Policy and Conservation Act.** Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

- e. **Federal Clean Air Act** . The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401-et seq.

The contractor agrees to report each violation to the City of Wilton Manors and understands and agrees that the City of Wilton Manors will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract.

- f. **Federal Water Pollution Control Act**. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Act, as amended. 33 USC § 1251 et seq.

The contractor agrees to report each violation to the City of Wilton Manors and understands and agrees that the City of Wilton Manors will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- g. **Copeland Anti-Kickback Act**. Contractor. The contractor shall comply with the Copeland Anti-Kickback Act with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

- h. **Davis-Bacon Act**. Contractor shall comply with the Davis-Bacon Act (40 USC 3141- 3411, and 3146 – 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 USC 3141 – 3144, and 3146 – 3148 and requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the

prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

- i. **Contract Work Hours and Safety Standards Act.** Contractor shall comply with the Contract Work Hours and Safety Standards Act 40 USC §§ 3701-3708, as supplemented by Department of Labor Regulations (29 CFR Part 5) where applicable. Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC § 3702 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
 - i. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - ii. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.
 - iii. **Withholding for Unpaid Wages and Liquidated Damages.** The City of Wilton Manors shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract

or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contract, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

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

- j. **Rights to Inventions Made Under a Contract or Agreement.** Pursuant to 37 CFR 401, Contractor agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

- k. **Access to Records.** In accordance with 2 CFR §§200.334, 200.337, and Chapters 119 and 257, Florida Statutes,
 - i. The Contractor agrees to provide the City, State, applicable administering federal agency, and the Comptroller General of the United States or any of their authorized representatives' access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to provide the foregoing authorized representatives access to construction or other work sites pertaining to the work being completed under this agreement.

 - ii. The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the City, the State, applicable administering federal agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

- l. **No Obligation by the Federal Government.** The federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the agreement.

- m. **Procurement of Recovered Materials.** The City and Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR pt. 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.

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

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

- n. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

i. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (2) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

ii. Exceptions.

1. This clause does not prohibit Contractor from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect

user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that are not used as a substantial or essential component of any system and are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

iii. Reporting Requirements.

1. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The Contractor shall report the required information:
 - a. Within one (1) business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b. Within ten (10) business days of reporting the information provided for in section a. above: any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered

telecommunications equipment or services. The Contractor shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

- o. **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- p. **Affirmative Socioeconomic Steps.** If subcontracts are to be let, Contractor is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
- q. **DHS Seal, Logo, and Flags.** Contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.
- r. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.
- s. **Fraudulent Statements.** Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor’s actions pertaining to this Agreement.
- t. **Suspension and Debarment.** The following provides a debarment and suspension clause.
 - i. This contract is a covered transaction for the purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the contractor is required to certify that none of the contractor’s principals (defined at 2 CFR §180.995) or its affiliates (define at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).

- ii. The contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by City of Wilton Manors. If it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City of Wilton Manors, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- u. **Byrd Anti-Lobbying Amendment.** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
 - i. **Required Certification.** The undersigned Contractor certifies, to the best of their knowledge and belief that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date