



City of Winter Springs, Florida
1126 East State Road 434
Winter Springs, Florida 32708

INVITATION TO BID

PROPOSAL : ITB # 07-24-05 PH

DATE: July 31, 2024

Sealed Bids for the provision of Retention Pond Pipe Replacement Services will be received by the City of Winter Springs (CITY) Procurement Department, located at Winter Springs City Hall, 1126 East State Road 434, Winter Springs, Florida 32708, until:

September 06, 2024

2:00 p.m., local time

FOR

Retention Pond Pipe Replacement Services

Said Bids shall conform to the minimum requirements outlined in this Invitation To Bid. The CITY reserves the right to reject any and all offers and to waive minor informalities.

The CITY issues this Invitation To Bid in order to select a Bid(s) for further contract negotiation. Selection by the CITY Commission may not result in the formation of a contract.

Submission and Receipt of ITB's:

Bidders shall submit their Bid response to this ITB by:

Providing one (1) original, marked as such, three (3) copies, marked as such and one (1) electronic copy of your ITB response to this office by the date and time indicated above.

Each Bid shall be accompanied by a Bid Security in the form of a certified check or bid bond in an amount equal to at least five percent (5%) of the Total Bid Price, payable without condition to the CITY, as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Bidding Documents.

The ***outside of your package must be clearly labeled with the ITB number, title, opening date and time, and the name and address of the Bidder.*** The CITY is not responsible for submittals via postal or mail courier services, receipt by the post office or mail courier prior to the deadline does not meet the CITY's deadline requirements.

Offers received after September 06, 2024 at 2:00 p.m., will be rejected.

Deadline for questions is **August 20, 2024 1:00pm local time**

Any Addenda, if required, will be issued by **2:00pm on August 23, 2024 on the Demand Star platform** if questions are received and require clarification.

If you have any questions regarding this Invitation To Bid, please contact Stuart MacLean, Procurement Manager, at (407) 327-7581, or via email at smaclean@winterspringsfl.org

PROPOSAL DOCUMENTS CAN BE DOWNLOADED FREE OF CHARGE FROM:

www.demandstar.com

or

<https://www.winterspringsfl.org/rfps>

Invitation To Bid Table of Contents

PART I SCOPE OF SERVICE/EVALUATION CRITERIA..... 1

 Background 1

 Scope and Term of Service..... 1

 Consideration of Bids 1

 Timeline of Events..... 1

PART II INSTRUCTIONS TO BIDDERS AND GENERAL PROVISIONS 2

 Definitions 2

 Preparation of Invitation To Bid..... 2

 Submission and Receipt of Bids 3

 Selection of Bid 3

 Acceptance of Offer 3

 Notice of Award, Performance Bond and Labor and Materials Payment Bond 4

 Discrepancies, Errors, and Omissions 4

 Right to Reject Bids 4

 Compensation 4

 Fiscal Non-Funding Clause 4

 Rights of the CITY 4

 Conflict of Interest 5

 Public Entity Crimes 5

 Options..... 5

 Subcontracting 5

 Failure to Submit Bid..... 5

 Default of Contract 6

 Modification for Changes..... 6

 Order of Precedence..... 6

 Examination of Records 6

 Bids Received 6

 Lobbying/Cone of Silence 6

 Insurance and Hold Harmless Indemnification..... 7

 Qualifications of Bidder 7

 Disqualification of Bidder..... 7

 Licenses and Permits..... 8

 Provisions for Other Agencies..... 8

 Applicable Law and Venue 8

 Bid Disclosure; Public Records Responsibilities 8

 E-Verify..... 9

 Additional Information..... 9

Modification and Withdraw.....	9
Prohibition on Gifts to CITY Employees and Officials	10
Discrimination	10
Federal Requirements.....	10
PART III SPECIFIC BID REQUIREMENTS	11
Format.....	11
Section A – Bidder Information and Acknowledgement Form	11
Section B – Table of Contents	11
Section C – Introduction Letter	11
Section D – Qualifications	11
Section E - Other Information	11
Section F – Cost and Time	12
Section G – Mandatory Bid Forms	12
Section H – Florida State Corporate Filing	12

MANDATORY BID FORMS

- Bidder Information and Acknowledgement
- Reference Information
- Insurance Requirements
- Scrutinized Company Certification
- Non-Collusions Affidavit
- Drug Free Workplace Certification
- Public Entity Crimes Statement
- Debarment, Suspension etc. Certification
- E-Verify Statement
- Conflict of Interest Statement
- SMWBE Utilization Plan

Appendix A Bid Form

- Appendix B Bid Bond Form
- Appendix C Performance Bond Form
- Appendix D Labor and Materials Payment Bond Form
- Appendix E Notice Of Award
- Appendix F Notice To Proceed
- Appendix G Contractor' Release of Lien

PART I
SCOPE OF SERVICE/EVALUATION CRITERIA
FOR
ITB # 07-24-05 PH
Retention Pond Pipe Replacement Services

Background

The City of Winter Springs is located in Seminole County Florida, which is part of the Orlando-Kissimmee-Sanford Metropolitan Area. As of 2021 the City of Winter Springs has a population of 38,317, covering 14.99 square miles.

Scope and Term of Service

The City of Winter Springs is requesting Bids from qualified companies (Bidder or Bidders) for the purposes of providing their services to replace a retention pond pipe behind the City Hall building at 1126 East SR434, Winter Springs, 32708. The successful Bid will encompass all materials, labor, equipment and permits necessary to complete the work to the satisfaction of the CITY. Bidder(s) may visit and assess the location at any time during the bidding process and will be responsible for ensuring that it has the skills and experience necessary to do the work requested

Consideration of Bids

Bids will be considered by the CITY, and the chosen Bidder will be selected based its ability to provide the services required at the lowest possible cost to the CITY. In assessing Bids the CITY shall consider, in addition to the Cost Proposal, but not limited to, the following capabilities and background in determining if a Bid is considered responsible.

- a. The background, and experience of the Bidder in providing similar services elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
- b. Reasonableness/competitiveness of proposed costs and/or benefits to the City of Winter Springs. The City of Winter Springs reserves the right to negotiate fees and/or benefits with the selected Bidder.
- c. Determination that the selected Bidder has no contractual relationship which would result in a conflict of interest with the CITY.
- d. The Bidder's ability, capacity, and skill to fully and satisfactorily, provide these services and/or items required in this ITB.
- e. Whether the Bidder can provide the service and/or items in a professional, prompt and timely fashion.

Pursuant to Florida Statutes § 287.05701, the CITY shall not request documentation regarding, consider, or give preference based upon, a vendor's social, political, or ideological interests when determining the vendor's qualifications.

Timeline of Events

Release of ITB	July 31, 2024
Deadline to receive questions (electronically) - 1:00pm local time	August 20, 2024
Addendum Released by 1:00pm local time	August 23, 2024
ITB Submittals Due by 2:00 pm local time	September 06, 2024
ITB Opening 2:15pm local time	September 13, 2024
CITY Commission Approval of Selection and Consideration of Contract	TBD

PART II
INSTRUCTIONS TO BIDDERS AND GENERAL PROVISIONS
FOR
ITB #07-24-05 PH
Retention Pond Pipe Replacement Services

Definitions (as used herein)

- a. The acronym "ITB" is an "Invitation To Bid" and means a solicitation of proposals.
- b. The term "Bid" means the offer of qualitative evaluations by the Bidder.
- c. The term "professional services" means those services of architects, auditors, dentists, engineers, landscape architects, lawyers, physicians, psychologists, surveyors, and any other professional service as determined by the CITY.
- d. The term " Bidder " means the person, company, or entity making an offer.
- e. The term "Change Order" means a written order signed by the Finance Department or authorized representative directing the Bidder to make changes to a contract or purchase order resulting from the ITB.
- f. The term "CITY" means the City of Winter Springs, Florida.
- g. The term "CITY Commission" means the governing body of the City of Winter Springs. The CITY Commission is the only body that can award Bids.

Preparation of Invitation To Bid

- a. Bidders are expected to examine the minimum requirements and all special and general conditions. Omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill every detail the requirements of the contract document, will not be accepted as a basis for varying the requirements of the CITY or the compensation to the Bidder. Failure to properly and fully complete the Bid is at the Bidder's risk. The Bidder shall sign the Invitation To Bid and print or type his/her name, address, and telephone number on the face page.
- b. The apparent silence of any supplemental minimum requirements as to any details, or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail. All workmanship is to be first quality. All interpretations of the minimum requirements shall be made upon the basis of this statement.
- c. Bidders should submit their response to this ITB by:

Providing one (1) original, marked as such, three (3) copies, marked as such and one (1) electronic copy of Bidder's Bid to this office by the date and time indicated in Part I Timeline of Events.

The outside of Bidder's package must be clearly labeled with the ITB number, title, opening date and time and the name and address of the Bidder. The CITY is not responsible for submittals via postal or mail courier services, receipt by the post office or mail courier prior to the deadline does not meet the CITY's deadline requirements.

- d. The Bidder should retain a copy of all documents for future reference.
- e. All Bids must be signed with the Bidder's name and by an officer or employee having authority to bind the Bidder by his/her signature as indicated by the Florida Department of State, Division of Corporations (www.sunbiz.org). Proof of corporate signer must be included with the submittal with the Bid. You may use the Sunbiz website screen shot or include a copy of your Corporate Resolution to prove the authority of the corporate signer.

- f. Failure to follow the instructions in the Invitation To Bid is cause for rejection of your Bid.

Submission and Receipt of Bids

- a. Bids must be received before the specified time as designated in the ITB Timeline of Events. A list of Bidders who submitted Bids will be furnished, upon request, following opening of the Bids.
- b. Bids shall be submitted in a sealed envelope. The envelope shall show the opening date and time, the ITB number, and the name and address of the Bidder.
- c. The City of Winter Springs is not responsible for the U.S. Mail or private couriers, in regard to mail being delivered by the specified time so that a Bid can be considered.
- d. Email and Facsimile (FAX) Bids will not be considered, however, Bids may be modified by email and FAX notice, provided such notices are received prior to the hour and date specified.
- e. Late Bids will be rejected.
- f. Bids having any erasures or corrections must be initialed by the offer or in ink. Bids shall be signed in ink. All amounts shall be typewritten or completed in ink.
- g. All Mandatory Bid Forms must be completed and attached to the Bid response.
- h. All costs of Bid preparation, inspection of the ITB documents, and presentation of the Bid shall be solely borne by the Bidder. The CITY shall not be liable for any cost incurred by the Bidder during the preparation and submission of its Bid in response to this ITB.

Selection of Bid

SELECTION OF THE BIDDER AND BID DEEMED THE MOST QUALIFIED, MOST ADVANTAGEOUS, AND IN THE BEST INTERESTS OF THE CITY, AS DETERMINED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS'S SOLE AND ABSOLUTE DISCRETION, SHALL NOT RESULT IN THE FORMATION OF A CONTRACT. NO CONTRACT SHALL BE FORMED UNTIL FINAL APPROVAL OF SUCH CONTRACT BY THE CITY COMMISSION AFTER SUCCESSFUL NEGOTIATION OF SPECIFIC CONTRACT TERMS DETERMINED TO BE IN THE BEST INTERESTS OF THE CITY BY THE CITY COMMISSION. Negotiations may be terminated at any time by the CITY Manager or CITY Commission if, in his/her/its sole discretion, the CITY Manager or CITY Commission determines that the negotiation of terms acceptable to the CITY will not be successful.

Only the CITY Commission can select Bids, authorize the CITY Manager to engage in negotiations, and ultimately enter into a contract. The project owner provides a recommendation to the CITY Commission for selection. The recommendation may or may not be adopted by the CITY Commission.

In the event clarification is required, the CITY may require one or more of the top-ranking Bidders to attend a meeting to make an oral presentation, answer questions. This meeting will be exempt from the requirements of the Sunshine Law in accordance with section 286.0113, Florida Statutes. Bidder(s) will be notified of any further meeting requirements.

Acceptance of Offer

The signed Bid shall be considered an offer on the part of the Bidder; however, such offer shall be deemed accepted only upon issuance by the CITY of a Purchase Order, Blanket Purchase Order, or execution of another contractual document deemed acceptable to the CITY.

The contract will be awarded to the most responsible and responsive, qualified Bidder(s) whose Bid is deemed the most advantageous and in the best interests of the CITY in accordance with the criteria set forth in this ITB.

The CITY reserves the right to accept or reject any and all Bids or parts of Bids, waive minor informalities, and to request clarification of information from any Bidder.

Notice of Award, Performance Bond and Labor and Materials Payment Bond

Within ten (10) calendar days from the date stipulated in the Notice of Award notifying Bidder that its Bid has been accepted, the successful Bidder shall execute the Agreement. Simultaneously with the execution of the Agreement, Bidder shall furnish a Performance Bond and a Labor and Materials Bond each in the amount of 110 percent of the contract price. The bonds shall be secured from a surety company acceptable to the CITY. The forms of the Bonds the successful Bidder will be required to execute are included in the Bidding Documents. Failure to execute the Agreement and/or to furnish said bonds within ten (10) calendar days from the date of the Notice of Award entitles the CITY to consider all rights arising out of the CITY's acceptance of the Bid as abandoned and the Bid Bond shall be forfeited. The CITY shall be entitled to such other rights as may be granted by law.

Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the Invitation To Bid or addenda (if any) should be reported in writing to the CITY's Procurement Manager. Should it be found necessary, a written Addenda will be incorporated in the Invitation To Bid and will become part of the Service Agreement (contract documents). The CITY will not be responsible for any oral instructions, clarifications, or other communications.

Right to Reject Bids

The CITY reserves the right to reject any or all Bids, and to disregard typographical, mathematical, or obvious errors. The CITY will not pay costs incurred by any Bidder in the preparation of their Bids.

Compensation

Compensation, which is determined to be fair, competitive, and reasonable, will be considered during the negotiations of a final contract with the selected Bidder.

Fiscal Non-Funding Clause

In the event sufficient budgeted funds are not available for a new fiscal period, the CITY shall notify the Bidder of such occurrence and any contracts entered into between the CITY and Bidder shall terminate on the last day of the current fiscal period without penalty or expense to the CITY.

Rights of the CITY

This ITB constitutes an invitation for submission of Bids to the CITY. This ITB does not obligate the CITY to procure or contract for any of the scopes of services set forth in this ITB. The CITY reserves and holds at its sole discretion, various rights and options under Florida law, including without limitation, the following:

- To prepare and issue Addendums to the ITB that may expand, restrict, or cancel any portion or all work described in the ITB without obligation to commence a new procurement process or issue a modified or amended RFP.
- To receive questions from potential Bidders and to provide such answers in writing as it deems appropriate.
- To waive any informalities, technicalities or irregularities in the Bids submitted.
- To reject any and all Bid submissions.
- To change the date for receipt of Bids or any deadlines and dates specified in the ITB.
- To change the procurement and/or selection process prior to receipt of Bids.
- To conduct investigations with respect to the information provided by each Bidder and to request additional information (either in writing or in presentations and interviews) to support such Bidder's responses and submittals.

- To visit facilities referenced in the Bidder's submittal at any time or times during the procurement process.
- To seek clarification of Bids from the Bidder either in writing or in presentations and interviews
- To cancel the ITB; with or without the substitution of another ITB.

Conflict of Interest

Bidder acknowledges and certifies that this Agreement does not violate any ethics provision found in Chapter 112, Florida Statutes, or Chapter 2 of the Code of Ordinances of the City of Winter Springs.

The Bidder certifies that, to the best of their knowledge or belief, no elected/appointed official or employee of the City of Winter Springs, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this Bid. Financial interest includes ownership of more than five percent (5%) of the total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the Bid or of any subcontractor or supplier thereof providing goods or services in excess of ten percent (10%) of the total Bid amount.

Additionally, the Bidder, on company letterhead, must divulge at the time of Bid submittal, any relative, other than those already specified, of an elected /appointed official or employee of the City of Winter Springs who has a financial interest, as defined herein, in providing the goods or services specified in the Bid. The CITY, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the Bid.

Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Options

When the CITY requests Bids with options regarding the extent of services to be provided, the CITY requests all Bidders to provide a cost breakdown for each option proposed. Although all options may be purchased, some options may not ultimately be purchased. The CITY reserves the right to decide, at its discretion, which options shall be purchased. The CITY reserves the right to engage more than one (1) Bidder if it is believed that different Bidders might best serve the CITY's interests in performing different segments of the work (e.g., one Bidder to provide building estimates, and another to provide infrastructure estimates).

Subcontracting

Where Bidders do not have the "in-house" capability to perform work desired in the Invitation To Bid, subcontracting may be permitted only with prior knowledge and approval of the CITY. The CITY must be assured of and agree that any proposed subcontractor(s) can perform work of the desired quality and in a timely manner. The name(s) of any intended subcontractor(s) should be given in the Bid.

Failure to Submit Bid

If Bidder does not wish to submit a Bid, return the ITB and state the reason therefor; otherwise, Bidder's name may be removed from CITY's mailing list.

Default of Contract

In case of default by the Bidder, the CITY may procure the requested services from other sources and hold the Bidder responsible for any excess costs occasioned or incurred thereby.

Modification for Changes

No agreement or understanding to modify this ITB and resultant purchase order or contract shall be binding upon the CITY unless made in writing by the City of Winter Springs.

Order of Precedence

In the event of an inconsistency between provisions of the ITB, the inconsistency shall be resolved by giving precedence in the following order: (a) Instructions to Bidders and General Provisions; and (b) the minimum requirements.

Examination of Records

The Bidder shall keep adequate records and supporting documentation applicable to the subject matter of this ITB to include, but not be limited to: records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the Bidder for a minimum of one (1) year from the date the contract is completed and accepted by the CITY. If any litigation is initiated before the expiration of the one-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved, unless otherwise instructed by the CITY. Should any questions arise concerning this contract, the CITY and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at CITY expense. Bidders shall be authorized to retain microfilm copies in lieu of original records if they so desire.

Any subcontractor(s) employed by a Bidder who is subject to these requirements and the Bidder itself are required to so notify any such subcontractor(s).

Bids Received

All Bids received in response to this ITB become the property of the CITY.

Lobbying/Cone of Silence

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a CITY Commission Member, the CITY Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period. A lobbying black-out period commences upon the issuance of this solicitation document.

If an award item is presented to CITY Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the CITY Commission refers the item back to the CITY Manager, Procurement Division and/or requesting Department/Division/Office for further review or otherwise does not act on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the CITY Commission meets to consider the item for action.

Bidders, Proposers, Respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any CITY Commission member, the CITY Manager, any requesting Division, Department, Office personnel, and/or any CITY employee concerning an active Invitation To Bid during the Lobbying/Cone of Silence Black-out Period.

Insurance and Hold Harmless Indemnification

To the fullest extent permitted by laws and regulations, Bidder shall indemnify and hold harmless CITY and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Bidder, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against CITY or any of their consultants, agents or employees by any employee of Bidder, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Bidder or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Bidder's Liability Insurance - The Bidder shall not commence any work under this Contract until he has obtained all insurance required under the Agreement. Bidder shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth which may arise out of or result from Bidder's performance and furnishing of the Work and Bidder's other obligations under the Contract Documents, whether it is to be performed or furnished by Bidder, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. The insurance required shall include the specific coverage's and be written for not less than the limits of liability and coverage's provided or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. The comprehensive general liability insurance shall also include Contractual Liability Insurance applicable to Bidder's obligations under the Hold Harmless Indemnification. All of the policies of insurance so required to be purchased and maintained (or the certificates or their evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to CITY by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when Bidder may be correcting, removing or replacing defective work in accordance with the Contract Documents. Bidder's General Liability Insurance shall include the CITY, and CITY's consultants as insured or additional insured which may be accomplished by either an endorsement of Bidder's Comprehensive General Liability policy or by Bidder 's carrier issuing a separate protection liability policy.

Qualifications of Bidder

A Bidder may be required, before the award of any contract, to show to the complete satisfaction of the CITY that they have the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.

Disqualification of Bidder

Any or all Bids will be rejected if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future Bids for the same work.

Licenses and Permits

The Bidder shall secure all licenses and permits and shall comply with all applicable laws, regulations and codes as required by the United States, the State of Florida, or by the City of Winter Springs. The Bidder must fully comply with all Federal and State Laws and County and Municipal Ordinances and Regulations in any manner affecting the performance of the work.

Provisions for Other Agencies

Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to the Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under the Bid.

Applicable Law and Venue

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Orlando Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

Bid Disclosure; Public Records Responsibilities

Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes et. seq. (the Public Records Law). Unless otherwise provided by the Public Records Law, information and materials received by the CITY in connection with an ITB response and under any awarded contract shall be deemed to be public records subject to public inspection and/or copying at the end of the statutory exemption time period pursuant to Section 119.071, Florida Statutes. However, certain exemptions to the Public Records Law are statutorily provided for under sections 119.07 and 119.071, Florida Statutes, and other applicable laws. If the Bidder believes any of the information contained in its response is exempt from the Public Records Law, including trade secrets as defined by Florida law, the Bidder must, in its response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the CITY will treat all materials received as public records.

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Bidder on behalf of the CITY, Bidder shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the CITY to perform the work contemplated by this Agreement; (b) upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Bidder does not transfer the records to the CITY in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the CITY, in its sole and absolute discretion, requests that all Public Records in possession of Bidder be transferred to the CITY, Bidder shall transfer, at no cost, to the CITY, all Public Records in possession of Bidder within thirty (30) days of such request or (ii) if no such request is made by the CITY, Bidder shall keep and maintain the Public Records required by the CITY to perform the work contemplated by this Agreement. If Bidder transfers all Public Records to the CITY pursuant to (d)(i) above, Bidder shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the CITY and provide the CITY with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Bidder keeps and maintains Public Records pursuant to (d)(ii) above, Bidder shall meet all applicable requirements for retaining Public Records. All Public Records

stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology of the CITY. If Bidder does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the CITY may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Bidder is acting on behalf of the CITY.

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: (407) 327-6560 ext. 7003 E-mail address: cityclerkdepartment@winterspringsfl.org

E-Verify

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any CITY contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. CITY contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Bidder stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of a contract without penalty to the CITY. Bidder shall be liable for all costs incurred by the CITY securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Bidder utilizes subcontractors the following shall apply:

Bidder shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

Bidder shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Bidder shall provide a copy of all subcontractor affidavits to the CITY upon request and shall maintain a copy for the duration of the Agreement.

Additional Information

Additional information may be obtained from the Procurement Manager, (407) 327-7581, or from any other individual listed on the ITB cover letter.

Modification and Withdraw

Bids may not be modified after submittal.

Bids may be withdrawn at any time prior to the deadline. Withdrawal requests shall be made in writing and must be received by the CITY's Procurement Manager before the time and date stated or, as amended, for the Bid Opening.

Properly withdrawn Bids will be returned unopened to the Bidder submitting the Bid.

A Bidder who timely withdraws its Bid may submit a new Bid in the same manner as specified herein under "Submission of Bid." A Bid submitted in place of a withdrawn Bid shall be clearly marked as such on the outside of the envelope and on the Bid Form.

If a Contract is not awarded within 90 calendar days after opening of Bids, a Bidder may file a written request with the CITY's Procurement Manager for the withdrawal of its Bid.

Prohibition on Gifts to City Employees and Officials

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any CITY employee, as set forth in Chapter 112, Part III, Florida Statutes, the current CITY Ethics Ordinance, and CITY Administrative Policy.

Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with CITY staff for a specified period of time;
- b. Prohibition by the individual and/or firm from doing business with the CITY for a specified period of time, including but not limited to: submitting bid/Proposals, RFP, and/or quotes; and,
- c. Immediate termination of any contract held by the individual and/or firm for cause.

Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Federal Requirements

This contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices shall apply to any contract negotiated with a selected firm as required by federal law. The most recent of such requires, including any amendments made such as the submission of the Bid, shall apply, unless federal government determines otherwise.

The federal government requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R, Part 200, including any certifications and contractual provisions required by any federal statutes or regulations referenced therein to be included in this contract are deemed incorporated herein by reference and shall be incorporated into any sub-agreement or subcontract executed by the Bidder pursuant to its obligations under federal law.

PART III
SPECIFIC BID REQUIREMENTS

For
ITB 07-24-05 PH
Retention Pond Pipe Replacement Services

Format

To assure consistency, Bids must conform to the following format:

- A. Bidder Information and Acknowledgement Form
- B. Table of Contents
- C. Introduction Letter
- D. Qualifications
- E. Other Information
- F. Cost & Time
- G. Mandatory Bid Forms
- H. Florida State Corporate Filing

Section A – Bidder Information and Acknowledgement Form

- 1. Use the form provided in the Mandatory Bid Form titled “BIDDER INFORMATION AND ACKNOWLEDGEMENT FORM.” (See Proposal Form 1)

Section B – Table of Contents

- 1. Identify Bid material by section and page number.

Section C – Introduction Letter

- 1. Summarize the key points of the Bid including an understanding of the scope of work. Must be signed by an authorized official of the Bidder.

Section D – Qualifications

- 1. General – Provide general information about the Bidder, including size, office location(s), and structure of Bidder. Identify and explain any significant changes in organizational structure, ownership, or management both firm-wide and within Fixed Income/ Public Finance during the past five (5) years.
- 2. Bidder Experience – Describe the Bidder’s experience with providing Aquatic Weed Control and Pond Maintenance services, focus on the Bidder’s experience with such services for municipalities
- 3. Team Experience – Identify key members of Bidder’s team that will service the CITY. Identify the proposed project manager. Provide brief resumes for key team members that will service the CITY as an Appendix.
- 4. References – Use the form provided in the Mandatory Bid Form titled “REFERENCE INFORMATION FORM”
- 5. Conclusion – Briefly summarize why Bidder should be selected, including why Bidder is pursuing the City of Winter Springs’ business. In short, summarize what makes Bidder different and why the CITY should select Bidder above all others.

Section E - Other Information

This section should address any other information necessary for a full understanding of Bidder’s services. Please provide relevant information on any additional services offered by Bidder.

Section F – Cost and Time

This section must clearly state the cost and estimated completion time, if applicable, associated with the project. Use Appendix A: Cost Proposal Worksheet.

Section G – Mandatory Bid Forms

1. Fill out and return the forms provided; Bidder Information and Acknowledgement Form, References Information Form, Insurance Requirement Form, Scrutinized Company Certification, Non-Collusion Affidavit of Prime Respondent, Drug Free Workplace Form, Public Entity Crimes Statement, Debarment, Suspension etc. Certification, E-Verify Statement, Conflict of Interest Statement, SMWBE Utilization Plan and Appendix A Cost Proposal Worksheet.

Section H – Florida State Corporate Filing

1. All Bids must be signed with the Bidder's name and by an officer or employee having authority to bind the Bidder by his/her signature as indicated by the Florida Department of State, Division of Corporations (www.sunbiz.org). Proof of corporate signer must be included with the submittal with the Bid. Use Sunbiz website screen shot or include a copy of Corporate Resolution or a Power of Attorney.

MANDATORY BID FORMS

Form 1	-	Bidder Information and Acknowledgement Form
Form 2	-	References Information Form
Form 3	-	Insurance Requirements Form
Form 4	-	Scrutinized Company Certification
Form 5	-	Non-Collusion Affidavit
Form 6	-	Drug Free Workplace Form
Form 7	-	Public Entity Crimes Statement
Form 8	-	Debarment, Suspension etc. Certification
Form 8	-	E-Verify Statement
Form 9	-	Conflict of Interest Statement
Form 10	-	SMWBE Utilization Plan
Appendix A	-	Bid Form

Mandatory forms must be submitted with the Bid.

Failure to submit forms may disqualify the Bidder from the ITB

Appendix B	Bid Bond Form
Appendix C	Performance Bond Form
Appendix D	Labor and Materials Payment Bond Form
Appendix E	Notice Of Award
Appendix F	Notice To Proceed
Appendix G	Contractor's Release of Lien

BIDDER INFORMATION AND ACKNOWLEDGEMENT FORM

For
ITB #07-24-05 PH
Retention Pond Pipe Replacement Services

The undersigned Bidder does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Invitation To Bid to be delivered to the specified site for the price indicated.

**IT IS THE BIDDER'S RESPONSIBILITY TO CHECK www.demandstar.com
FOR FINAL DOCUMENTS AND ADDENDA BEFORE SUBMITTAL**

THIS BID MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS (www.sunbiz.org). Proof of corporate signer must be submitted with Bid. If not submitted, Bidder will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution or Power of Attorney.

BIDDER NAME: _____

TAX ID# SNN or EIN: _____

BIDDER ADDRESS: _____

PURCHASE ORDER ADDRESS: _____

PHONE NUMBER: _____

COMPANY WEBSITE: _____

COMPANY CONTACT (REP): _____

CONTACT EMAIL ADDRESS: _____

SIGNATURE: _____

THE UNDERSIGNED:

- A. Acknowledges receipt of:
1. ITB # 07-24-05 PH Pertaining To: Retention Pond Pipe Replacement Services
 2. Addenda:
 Number: _____, Dated _____.
 Number: _____, Dated _____.
- B. Has examined the site and all ITB Documents and understands that in submitting its Bid, they waive all right to plead any misunderstanding regarding the same.
- C. Agrees:
1. To hold this Bid open for 90 calendar days after the Bid opening date.
 2. To furnish the services specified in this ITB at the prices quoted in the Bid and in compliance with the ITB Documents.
 3. To accept the provisions of the Instructions to Bidders.
 4. To negotiate a contract with the CITY incorporating the Bid prices, if selected on the basis of this Bid.
 5. To accomplish the work in accordance with the contract documents.
- D. Certifies:
1. That all information contained in this Bid is truthful to the best of my knowledge and belief.
 2. That I am duly authorized to submit this Bid on behalf of the Bidder and that the Bidder is ready, willing, and able to perform if awarded the Bid.

Stipulated Amount

- A. Submit on Bid Form, Appendix A.

REFERENCE INFORMATION FORM

ITB # 07-24-05 PH

Retention Pond Pipe Replacement Services

Organization: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____

Project Cost: _____ Date Performed: _____

Organization: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____

Project Cost: _____ Date Performed: _____

Organization: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____

Project Cost: _____ Date Performed: _____

Bidder Representative
Typed Name/Title: _____

Bidder Representative Signature: _____

Bidder: _____

INSURANCE REQUIREMENTS FORM

Insurance Type	Required Limits
✓ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✓ Employer's Liability	\$1,000,000 each accident, single limit per occurrence
Commercial General Liability	\$1,000,000 single limit per occurrence \$3,000,000 aggregate for Bodily Injury Liability & Property Damage Liability.
✓ (Occurrence Form) patterned after the current ISO form	This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
✓ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City of Winter Springs, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Winter Springs.
✓ Automobile Liability	\$1,000,000 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
<input type="checkbox"/> Other	

Bidder shall ensure that all subcontractors comply with the same insurance requirements that it is required to meet. The same Bidder shall provide the CITY with certificates of insurance meeting the required insurance provisions.

The City of Winter Springs must be named as "Additional Insured" on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Springs.

Thirty (30) days cancellation notice required.

The undersigned Bidder agrees to obtain, prior to award, if selected, insurance as stated above.

Bidder

Authorized Signature

Officer Title

Date

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a Bid for, or enter into or renew a contract with the CITY for goods or services of:

- a. Any amount if, at the time of submitting a Bid for, or entering into or renewing such contract, the Bidder is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- b. One million dollars or more if, at the time of bidding on, submitting a Bid for, or entering into or renewing such contract, the Bidder:
Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473; or
- c. Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. The Bidder must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

- a. The Bidder is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List;
- b. Been placed on the Scrutinized Companies that Boycott Israel List or
- c. Is engaged in a boycott of Israel; or
- d. Been engaged in business operations in Cuba or Syria.
- e. Has been placed on a list created pursuant to s. 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

The CITY shall provide notice, in writing, to the Bidder of any determination concerning a false certification.

- a. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation.
- b. If such false certification is discovered during the active contract term, the Bidder 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.
- c. If the Bidder 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 Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
- c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorisam Sectors List and, further, are not engaged in business operations in Cuba or Syria; and
- d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (_____) physical presence or (_____) online notarization,

this _____ day of _____, 2024 by _____ the _____ of _____, a _____ (_____) who is personally known to me or (_____) who produced _____ as identification.

Notary Public: _____

Print Name: _____

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT of PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

(1) He/she is _____ of _____
Title Bidder

The Bidder that has submitted the attached response.

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such solicitation.

(3) Such Bid is genuine and is not a collusive or sham solicitation.

(4) Neither the Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Bidder, firm or person, to submit a collusive or sham response in connection with the ITB for which the attached Bid has been submitted or to refrain from proposing in connection with such ITB, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Springs, Florida, or any person interested in the proposed Agreement.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____

who is (___) personally known to me or (___) who has produced _____ as identification and

who (did / did not) take an oath.

_____ (Signature of Notary Public)

_____ (Name of Notary Typed, Printed or Stamped) Notary Public

_____ (Commission Number)

DRUG FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Bidder)

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 contract a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, 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.
7. As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

(Authorized Signature)

(Date)

(Print/Type Name as Signed Above)

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid for ITB # 07-24-05 PH Retention Pond Pipe Replacement Services.

2. This sworn statement is submitted by (Bidder) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____).

3. My name is _____ and my relationship to the Bidder named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (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 with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any 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.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - A predecessor or successor of a person convicted of a public entity crime; or
 - 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 City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. 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 the state or of the United States with the legal power to enter into a binding contract for 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.
directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

PUBLIC ENTITY CRIMES STATEMENT cont.

Signature

Date:

STATE OF _____

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 2024, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

DEBARMENT, SUSPENSION and OTHER RESPONSIBILITY MATTERS

Certification A - Primary Covered Transactions

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
- b. Have 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 public 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;
- c. Are 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 (1) (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

By signing and submitting this Bid, the prospective primary participant is providing the certification set out below;

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

- a. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- b. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules

implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

d. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

e. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non- procurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B - Lower Tier Covered Transactions

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to

the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non- procurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Bidder:		Date:
Signature of Authorized Certifying Official:	Title:	

E-VERIFY STATEMENT

Bid Number: ITB # 07-24-05 PH

Project Description: Retention Pond Pipe Replacement Services

Bidder acknowledges and agrees to the following:

Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Bidder during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the Bidder to perform work pursuant to the contract with the CITY.

Bidder: _____

Authorized Signature: _____

Title: _____

Date: _____

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid for **ITB # 07-24-05 PH Retention Pond Pipe Replacement Services**

This sworn statement is submitted by (Bidder) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the Bidder named above is _____.

1. The above-named Bidder is submitting a Bid for the City of Winter Springs.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above Bid is being submitted and that the above-named Bidder has no financial interest in other entities submitting Bids for the same project.
4. Neither the Affiant nor the above-named Bidder has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the Bidder’s submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the Bidder nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the Bidder nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the Bidder’s ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
8. I certify that, should the Bidder be awarded a contract after successful negotiation, the execution and approval of such contract by the City of Winter Springs City Commission shall not create a conflict of interest under Chapter 112, Florida Statutes, Code of Ethics for Public Officers. I further certify that no member of the Bidder’s ownership or management is a spouse, child or “relative” as defined in Section 112.3142, Florida Statutes, of a current City Commission member.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named Bidder, will immediately notify the City of Winter Springs.

Signature Date:

STATE OF _____

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 2024, and is personally known to me, or has provided _____ as identification.

Notary Signature My Commission expires: _____

SMWBE UTILIZATION PLAN

Small, Minority, and Women's Business Enterprises (SMWBE), and Labor Surplus Area Firms Utilization

Bidder Company Name: _____

Project Name : **Retention Pond Pipe Replacement Services**

RFP Number : ***ITB # 07-24-05 PH***

CFR §200.321 requires local governments to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. The CITY requires that Bidders (Prime Contractors), if subcontracts are to be let, to take the five affirmative steps as cited below. Please describe your firm's plan for identifying and potential use of SMWBE and Labor Surplus Area Firms. Additional pages may be attached, as necessary.

- Placing qualified small and minority business and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
- Establishing delivery schedules where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises and veteran owned businesses.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration or the Florida Office of Supplier Diversity

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

Appendix A
BID FORM

ITB 07-24-05 PH Retention Pond Pipe Replacement				
APPENDIX A BID FORM				
ITEM	DESCRIPTION	QTY*	UNIT	TOTAL
1	Mobilization	1	LS	\$ -
2	Roadway Barriers	1	LS	\$ -
3	Sheet Piling around Pipe in Retention Pond	1	LS	\$ -
4	Well Point Around Shored Area	1	LS	\$ -
5	Pump Out Shored Area and Pipe	1	LS	\$ -
6	Install ByPass	2	Each	\$ -
7	Well Point From Pond Wall to Manhole	1	LS	\$ -
8	Excavate and Install Trench Box around 42" CMP	35	LF	\$ -
9	Remove 42" CMP from Pond, Wall and to Manhole	56	LF	\$ -
10	Install 36" RCP	48	LF	\$ -
11	Install 36" MES 2 to 1 Slope	8	LF	\$ -
12	Repair and Sod Wall	1	LS	\$ -
13	Site Clean Up and Restoration	1247	SY	\$ -
14				\$ -
BID TOTAL COST				\$ -
Total Bid Cost: _____ Dollars & _____ Cents				
Total Time to Complete Project from Notice To Proceed _____ Weeks				

* Bidder is responsible for verifying Quantity Estimate

Appendix B
BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and _____

_____ as Surety, are hereby and firmly bound unto the CITY OF WINTER SPRINGS as OWNER, in the penal

sum of _____ Dollars (\$_____) for the payments of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF WINTER SPRINGS a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Work described as:

Retention Pond Pipe Replacement

NOW, THEREFORE, if the Principal shall not withdraw said Bid within 90 days after the opening of the same, or in the alternate, if said Bid shall be accepted and the Principal shall execute and deliver required certificates of insurance and a contract that, at minimum, includes the terms of the Form of Agreement attached hereto (properly completed in accordance with said Bid), and shall give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then this obligation shall be void; otherwise the same shall remain in force and effect and the sum herein stated shall be due and payable to the CITY OF WINTER SPRINGS and the Surety herein agrees to pay said sum immediately, upon demand of the CITY OF WINTER SPRINGS, in good and lawful money of the United States of America, as liquidated damages for failure of the Principal; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such Bid; and said Surety does hereby give waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their

several seals this _____ day of _____, 2024, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

	}	(Principal)	(Seal)
(Witness)		(Title)	
		(Address)	
		(Surety)	(Seal)
		(Title)	
		(Address)	

Appendix C – PERFORMANCE BOND FORM

Bond No. _____

BY THIS PERFORMANCE BOND, We _____, as Principal, whose address is _____ and telephone number is _____ and _____, as

Surety, whose address is _____ and telephone number is _____ are bound to the City of Winter Springs, a Florida municipal corporation, as OWNER, whose address is 1126 E. State Road 434, Winter

Springs, Florida 32708 and telephone number is 407-327-1800, in the initial sum of \$ _____ (110% of Contract Price), or such greater amount as the Contract may be adjusted from time to time in accordance with the Contract between the Principal and OWNER) (the "Penal Sum").

WHEREAS, the Principal has executed a contract with the OWNER, dated _____, for the construction of the _____ project in the City of Winter Springs, Seminole County, Florida (the "Project"); and

WHEREAS, the OWNER has required the Principal to furnish a performance bond in accordance with law and as a condition of executing the Contract with Principal; and

WHEREAS, this bond is being entered into to satisfy the requirements of Section 255.05(1), Florida Statutes and the Contract referenced above, as the same may be amended, and additionally, to provide common law rights more expansive than as required by statute.

NOW THEREFORE, the Surety and the Principal, both joint and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree as follows:

1. **CONTRACT INCORPORATED; SURETY AND PRINCIPAL BOUND FOR FULL PERFORMANCE.** The Contract is incorporated by reference and made a part of this bond. The Surety and the Principal are bound for the full performance of the Contract including without exception all of the Contract Documents (as defined in the Contract) and all of their terms and conditions, both express and implied. Without limiting the Principal's and Surety's obligations under the Contract and this bond, the Principal and Surety agree:

- A. Promptly and faithfully perform their duties and all the covenants, terms, conditions, and obligations under the Contract including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement, and
- B. Pay OWNER all losses, damages, delay damages (liquidated or actual), expenses, costs and attorneys' fees under sections 627.428 or 627.756, Florida Statutes, including costs and attorney's fees on appeal that OWNER sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and
- C. Satisfy all claims and demands incurred under the Contract, and fully indemnify and hold harmless the OWNER from all costs and damages which it may suffer by reason or failure to do so.

3. **OWNER'S AFFIDAVIT OF CONTRACTOR BREACH OR DEFAULT.** If the OWNER shall provide to Surety the written affidavit of the OWNER stating that the Principal is in breach or default of the Contract, and that such breach or default remains uncured by the Principal, then upon delivery of such affidavit to the Surety in the method for providing notices as set forth in Paragraph 7 below, Surety must promptly notify the OWNER in writing which action it will take as permitted in Paragraph 3.

4. **SURETY'S OBLIGATION UPON DELIVERY OF OWNER'S AFFIDAVIT OF CONTRACTOR'S BREACH OR DEFAULT.** Upon the delivery of the OWNER's affidavit of breach or default by the Principal as provided in Paragraph 2 above, the Surety may promptly remedy the breach or default or must, within ten (10) days, proceed to take one of the following courses of action:
- A. **Proceed Itself.** Complete performance of the Contract including correction of defective and nonconforming Work through its own CONTRACTORS or employees, approved as being acceptable to the OWNER, in the OWNER's sole discretion, provided, however, that OWNER's discretion in approving the Surety's CONTRACTOR will not be unreasonably withheld as to any CONTRACTOR who would have qualified to offer a proposal on the Contract and is not affiliated in any way with the Principal. During this performance by the Surety, the OWNER will pay the Surety from its own funds only those sums as would have been due and payable to the Principal under the Contract as and when they would have been due and payable to the Principal in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the OWNER under the Contract. During this performance by Surety, any payment bond required under the Contract must remain in full force and effect; or
 - B. **Tender a completing CONTRACTOR acceptable to OWNER.** Tender a CONTRACTOR, together with a contact for fulfillment and completion of the Contract executed by the completing CONTRACTOR, to the OWNER for the OWNER's execution. OWNER's discretion to approve Surety's completing CONTRACTOR will not be unreasonably withheld as to any CONTRACTOR who would have qualified to offer a proposal on the contract and is not affiliated with the Principal. OWNER's discretion to approve CONTRACTOR as the completing CONTRACTOR and to approve the tendered contract shall be in OWNER's sole and absolute discretion. Upon execution by the OWNER of the contract for fulfillment and completion of the Contract, the completing CONTRACTOR must furnish to the OWNER a performance bond and a separate payment bond, each in the form of those bonds previously furnished to the OWNER for the Project by the Principal. Each such bond must be in the Penal Sum of the full cost to complete the Contract. The OWNER will pay the completing CONTRACTOR from its own funds only those sums as would have been due and payable to the Principal under the Contract as and when they would have been due and payable to the Principal in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the OWNER under the Contract. To the extent that the OWNER is obligated to pay the completing CONTRACTOR sums which would not have been due and payable to CONTRACTOR under the Contract (any sums in excess of the then remaining Contract balance less any sums due the OWNER under the Contract), the Surety must pay the OWNER the full amount of those sums at the time the completing CONTRACTOR tenders an invoice to the OWNER so that the OWNER can utilize those sums in making timely payment to the completing CONTRACTOR; or
 - C. **Tender the Full Penal Sum.** Tender to the OWNER the full Penal Sum of the performance bond. The OWNER will refund to the Surety without interest any unused portion not spent by the OWNER procuring and paying a completing CONTRACTOR or completing the Contract itself, plus the cost allowed under Section 4, after completion of the contract for fulfillment and completion of the Contract and the expiration of any applicable warranties; or
 - D. **Other Acts.** Take any other acts mutually agreed upon in writing by the OWNER and the Surety.
 - E. **IT SHALL BE NO DEFENSE TO SURETY'S OBLIGATION TO UNDERTAKE ONE OF THE PRECEDING COURSES OF ACTION THAT THE PRINCIPAL CONTENDS THAT IT IS NOT IN BREACH OR DEFAULT OF THE CONTRACT, OR THAT THE NOTICE OF BREACH OR DEFAULT WAS DEFECTIVE, OR THAT THE PRINCIPAL HAS RAISED ANY OTHER CLAIM OF DEFENSE OR OFFSET, PROVIDED ONLY THAT THE SURETY HAS RECEIVED THE AFFIDAVIT OF THE OWNER AS SPECIFIED IN PARAGRAPH 2.**
5. **SURETY'S ADDITIONAL OBLIGATIONS.** In addition to those duties set forth herein above, the Surety must promptly pay the OWNER (i) all losses, costs and expenses resulting from the Principal's breach(es) or default(s), including, without limitation, fees (including attorney's fees pursuant to sections 627.428 or 627.756, Florida Statutes and related costs), expenses and costs for architects, ENGINEERS, consultants, testing, surveying and attorneys, plus (ii) liquidated or actual damages, whichever may be provided for in the Contract, for lost use of the Project, plus (iii) re-procurement costs and fees and expenses, plus (iv) costs incurred at the direction, request, or as a result of the acts or omissions of the Surety; provided that in no event shall Surety's liability exceed the Penal Sum of this Bond.

6. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any Modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the work to be performed under the Contract.
7. **NO THIRD-PARTY BENEFICIARIES.** The Surety provides this performance bond for the sole and exclusive benefit of the OWNER and OWNER's heirs, administrators, executors, successors and assigns. No other party, person or entity has any rights against the Surety.
8. **METHOD OF NOTICE.** All notices to the Surety, the Principal or the OWNER must be given by Certified Mail, Return Receipt Requested, to the address set fourth for each party below:

SURETY:

Name: _____

Attention: _____

Street: _____

City, State: _____

Zip: _____

PRINCIPAL:

Name: _____

Attention: _____

Street: _____

City, State: _____

Zip: _____

OWNER:

The City of Winter Springs
Attention: Phil Hursh, Acting City Manager
1126 E. State Road 434
Winter Springs, Florida 32708
(407) 327-5957

with a copy to:

Anthony A. Garganese, City Attorney
Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

9. **STATUE OF LIMITATIONS.** Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Contract (including any warranty period) has not run or expired or within three (3) years following Final Completion of the Contract (including any warranty period) and acceptance of the Work performed under the Contract by the OWNER, whichever is longer.

10. RECITALS. The recitals contained in this Performance Bond are incorporated by reference herein and are expressly made a part of this Performance Bond.

11. GOVERNING LAW. This performance bond shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws provisions.

12. VENUE. In the event any legal action shall be filed upon this performance bond, venue shall lie exclusively in the Circuit Court for Seminole County, Florida.

13. MISCELLANEOUS.

- A. The Surety agrees that this performance bond shall afford the OWNER with all of the protections and rights afforded under Florida Statutes and under common law.
- B. This performance bond is issued in addition to any other bond or warranty required under the Contract including, but not limited to, any labor and materials payment bond and maintenance bond. Each bond issued under the Contract shall be construed as separate and distinct from each other.
- C. In the event that the Surety fails to fulfill its obligations under this performance bond, then the Surety shall also indemnify and hold the OWNER harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this performance bond.
- D. This performance bond shall remain in full force and effect until such time all the work, labor and materials under the Contract have been performed or provided to the OWNER's complete satisfaction, through the expiration of all warranty periods.

Principal

Surety

(Typed Firm Name)

(Typed Firm Name)

(Seal)

(Seal)

By:

By:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Address)

(Address)

(Date of Execution)

(Date of Execution)

Appendix D – LABOR AND MATERIALS PAYMENT BOND FORM

Bond No. _____

BY THIS LABOR AND MATERIALS PAYMENT BOND, We _____, as Principal, whose address is _____ and telephone number is _____ and _____, as Surety, whose address is _____ and telephone number is _____ are bound to the City of Winter Springs, a Florida municipal corporation, as OWNER, whose address is 1126 E. State Road 434, Winter Springs, Florida 32708 and telephone number is 407-327-1800, in the initial sum of \$ _____ (110% of Contract Price), or such greater amount as the Contract may be adjusted from time to time in accordance with the Contract between the Principal and OWNER) (the “Penal Sum”).

WHEREAS, the Principal has executed a contract with the OWNER, dated _____, for the construction of the _____ project in the City of Winter Springs, Seminole County, Florida (the “Project”); and

WHEREAS, the OWNER has required the Principal to furnish a labor and materials payment bond in accordance with law and as a condition of executing the Contract with Principal; and

WHEREAS, this bond is being entered into to satisfy the requirements of Section 255.05(1), Florida Statutes and the Contract referenced above, as the same may be amended, and additionally, to provide common law rights more expansive than as required by statute.

NOW THEREFORE, the Surety and the Principal, both joint and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree as follows:

1. **CONTRACT INCORPORATED; SURETY AND PRINCIPAL BOUND FOR FULL PERFORMANCE.** The Contract is incorporated by reference and made a part of this bond. The Surety and the Principal are bound to promptly make payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, supplies, or rental equipment used directly or indirectly by Principal in the prosecution of the work provided under the Contract. Any such payments shall not involve the OWNER in any expense.
2. **CLAIMS.** Claims made under this bond shall be made pursuant to provisions of Section 255.05, Florida Statutes, and applicable law. Therefore, a claimant, except a laborer, who is not in privity with the Principal shall, before commencing or not later than 45 days after commencing to furnish labor, services, or materials for the prosecution of the work, furnish the Principal with written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, services, or materials shall deliver to the Principal and to the surety written notice of the performance of the labor or delivery of materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the work or thereafter but not before 45 days after the first furnishing of labor, services, or materials, and not later than 90 days after the final furnishing of the labor, services, or materials by the claimant or, with respect to the rental equipment, not later than 90 days after the date that the rental equipment was last on the job site available for use. Any notice of nonpayment served by a claimant who is not in privity with Principal which includes sums for retainage must specify the portion of the amount claimed for retainage.
3. **SURETY’S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Contract Time, the Contract Sum, or the labor, work, or materials required to be performed under the Contract.
4. **BENEFICIARIES.** The Surety provides this performance bond for the sole and exclusive benefit of the OWNER and OWNER’s heirs, administrators, executors, successors and assigns, as well as for the benefit of any claimants who have actually provided labor, material, rental equipment, or services under the Contract.
5. **RECITALS.** The recitals contained in this labor and materials payment bond are incorporated by reference herein and are expressly made a part of this bond.

6. **GOVERNING LAW.** This labor and materials payment bond shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions.
7. **VENUE.** In the event any legal action shall be filed upon this labor and materials payment bond, venue shall lie exclusively in the Circuit Court for Seminole County, Florida.
8. **MISCELLANEOUS.**
 - A. The Surety agrees that this labor and materials payment bond shall afford the OWNER and all claimants under the Contract with all of the protections and rights afforded under Florida Statutes and under common law.
 - B. This labor and materials payment bond is issued in addition to any other bond or warranty required under the Contract including, but not limited to, any performance bond and maintenance bond. Each bond issued under the Contract shall be construed as separate and distinct from each other.
 - C. In the event that the Surety fails to fulfill its obligations under this labor and materials payment bond, then the Surety shall also indemnify and hold the OWNER harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this labor and materials payment bond.
 - D. This labor and materials payment bond shall remain in full force and effect until such time that the legal deadline for filing a claim hereunder has duly expired.

Principal

Surety

(Typed Firm Name)

(Typed Firm Name)

(Seal)

(Seal)

By:

By:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Address)

(Address)

(Date of Execution)

(Date of Execution)

Appendix E – NOTICE OF AWARD

TO: (Bidder) _____

PROJECT NAME: Retention Pond Pipe Replacement

The CITY has considered the BID submitted by _____, for the above described WORK in response to the Advertisement for Bids dated _____, 2024 and Instructions to Bidders.

You are hereby notified that your BID has been accepted and the total amount of the contract award is

\$_____.

You are required by the Instructions to Bidders to execute the Agreement and certificates of insurance and payment and performance bond within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said certificate of insurance within ten (10) calendar days from the date of this Notice, the CITY will be entitled to consider all your rights arising out of the CITY’s acceptance of your BID as abandoned and your BID BOND shall be forfeited. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this _____ day of _____, 2024.

CITY:

By: _____

Philip Hursh

Title: Interim CITY Manager

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above NOTICE OF AWARD is hereby acknowledged by this the

_____ day of _____, 2024.

By: _____

Title: _____

Appendix F – NOTICE TO PROCEED

TO: (Bidder) _____

EFFECTIVE DATE OF THE NOTICE TO PROCEED:

PROJECT: Retention Pond Pipe Replacement

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2024. In accordance with the Agreement, WORK shall commence within **10** days of the date of this Notice to Proceed and shall be complete within _____ consecutive calendar days from the effective date of this Notice to Proceed. The final completion of all

WORK is therefore _____.

CITY:

By: _____

Philip Hursh

Title: Interim CITY Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED IS HEREBY ACKNOWLEDGED by this the ____ day of _____, 2024.

By: _____

Title: _____

Appendix G – CONTRACTOR’S RELEASE OF LIEN

Before me, the undersigned authority in said County and State, appeared

_____ who, being first duly sworn, deposes and says that he is
_____ of, a company and/or corporation authorized to do

business under the laws of Florida, which is the Service Provider on a Project located in the City of Winter Springs, Seminole County of Florida, with the City _____ of Winter Springs, FL dated the _____ day of _____, 20____, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said contract has been complied with in every particular by said Service Provider and that all parts of the work have been approved by the OWNER; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said contract and work, and that there are no suits pending against the undersigned as Service Provider or anyone in connection with the work done and materials furnished or otherwise under said contract. Deponent further says that the final estimate which has been submitted to the OWNER simultaneously with the making of this affidavit constitutes all claims and demands against the OWNER on account of said contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of the OWNER from any further claims, demands or compensation by the CONTRACTOR under the above contract. Deponent further agrees that all guarantees under this contract shall and be in full force from the date of this release as spelled out in the Contract Documents.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization, this _____ day of _____, 2024, by _____, the _____ of _____, a _____, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)
Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

We, the _____ having heretofore executed a performance bond for the above-named

CONTRACTOR covering project and section as described above in the sum of _____

dollars (\$_____), hereby agree that the OWNER may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR.

It is fully understood that the granting of the right to the OWNER to make payment of the final estimate to said CONTRACTOR and/or his assigns, shall in no way relieve this surety company of its obligations under its bond, as set forth in the specifications, contract and bond pertaining to the above project.

IN WITNESS WHEREOF, the _____ has caused this instrument to be executed on its behalf by its and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this ____ day of _____, 2024

**Surety Company Attorney in Fact
(Power of Attorney must be attached if executed by Attorney in Fact)**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (_____) physical presence or () online notarization, this ____ day of _____, 2024, by _____, the _of _____, a _____, who is

personally known to me or produced _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____