INVITATION TO BID

FOR

ITB# 202612-PURCHASE OF SEQUENCING BATCH REACTOR (SBR) DECANTERS FOR THE WASTEWATER TREATMENT FACILITY

202612

Submittal Due Date:
Friday, February 13, 2026 at 2:00 pm, EST

Non-Mandatory Pre-Submittal Meeting:
Friday, February 6, 2026, EST

ISSUED BY:
Procurement & Contract Services Department
450 SE 6th Avenue
Homestead, FL 33030

Date Issued: Friday, January 30, 2026

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofhomestead

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A - Decanter Installation - Pictures

B - WWTP SBR Decanter Specifications

1. INTRODUCTION

1.1. Summary

The purpose of this Invitation to Bid is to establish a contract, by means of sealed bids, to obtain a qualified vendor to purchase, furnish and deliver sixteen (16) Sequencing Batch Reactor (SBR) Decanters for the Wastewater Treatment Facility. The selected vendor will be responsible for the supply, and delivery, of the SBR Decanters, ensuring they meet all relevant standards and operational requirements.

1.2. Background

The Public Works Department is seeking to replace the existing SBR decanters to reduce downtime associated with repairs. This replacement will help ensure the Wastewater Treatment Facility can meet permitted influent flow requirements and accommodate increased flows during storm events. The City intends to procure owner-furnished equipment consisting solely of stainless-steel decanters.

1.3. Contact Information

Lilia Jaimes-Renteria, CPPB, NIGP-CPP

Buyer II

450 SE 6th Avenue

Homestead, FL33030

Department: Public Works

1.4. Timeline

Release Project Date:	January 30, 2026

Pre-Bid Meeting (Non-Mandatory):	February 6, 2026, 10:00am Agenda A NON-MANDATORY pre-bid conference will be held on the date and time listed above in the Procurement & Contract Services Department conference room located at 450 SE 6th Avenue, Homestead, Florida 33030. At that conference all work will be discussed and all questions answered. No questions will be answered verbally except at the pre-bid conference. You may submit questions via the Questions & Answer tab. Virtual Option Meeting Link: Microsoft Teams Join: https://teams.microsoft.com/meet/23287049180724?p=enrg0nHA53GfFBgZdJ Meeting ID: 232 870 491 807 24 Passcode: 56XU6nG9 Dial in by phone +1 929-346-7292 Phone conference ID: 190 931 022#
Question Submission Deadline:	February 6, 2026, 5:00pm

Submission Deadline:	February 13, 2026, 2:00pm JOIN THE VIRTUAL BID OPENING: Microsoft Teams meeting Join: https://teams.microsoft.com/meet/29284351887300?p=5QYgu1LNdhRH3Dsn5o Meeting ID: 292 843 518 873 00 Passcode: Hf2zh2wx Dial in by phone +1 929-346-7292 Phone conference ID: 890 120 890# Note: Sessions may be recorded. Please turn your camera off and mute your microphone before joining the meeting.
Committee of the Whole (COW):	Tentative: April 7, 2026
Council:	Tentative: April 22, 2026

2. SPECIAL TERMS & CONDITIONS

2.1. SOLICITATION INFORMATION:

The City's Procurement and Contract Services Department is the official source to obtain information relating to City of Homestead procurements. It is incumbent on the Respondent to obtain current response/submittal and award information prior to and after the scheduled opening date of a solicitation. Information is updated as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways, such as:

Solicitation documents are available for download from the City's e-Procurement Portal ("Portal"): https://procurement.opengov.com/portal/cityofhomestead

You may also contact the Procurement and Contract Services Department at (305) 224-4620 or visit us during normal business hours, to obtain award information and other documents at:

City of Homestead
Procurement and Contract Services Department
450 SE 6th Avenue
Homestead, FL 33030

Please remember, email notification is provided as a courtesy to our Respondents, but it is the Respondent's responsibility to check with the City of Homestead's Portal at: https://procurement.opengov.com/portal/cityofhomestead for current solicitations and other procurement information.

We appreciate your interest in doing business with the City of Homestead.

2.2. PROJECT LOCATION:

Wastewater Treatment Facility:
551 SE 8th Street
Homestead, FL 33030

2.3. PLANS:

Refer to Section 9 - Attachment A & B for plans.

2.4. SITE INSPECTION:

INTENTIONALLY OMITTED.

2.5. TERM OF CONTRACT:

This Contract shall commence the day after date of award by the City Council of Homestead, Florida, unless otherwise stipulated in the Notice of Award Letter and/or Purchase Order, which is distributed by the Procurement & Contract Services Director. The Contract shall remain in effect through job completion.

2.6. PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided however, that the bidder may offer incentive discounts from this fixed price to the City at any time during the contractual term.

2.7. METHOD OF AWARD:

Bidder must bid on all items listed on the Bid Form to qualify for award of the Contract. Bid will be awarded on an all or nothing basis.

2.8. RESPONSE TIME:

INTENTIONALLY OMITTED.

2.9. DELIVERY TIME:

The bidder should indicate the number of calendar days required to complete delivery after receipt of the purchase order, in the space provided. Delivery time may be used as a basis for award.

Delivery shall occur during the user's normal working hours, Monday through Friday, excluding holidays.

Bidders shall specify in Section 7 – Submittals the estimated delivery time, in calendar days. The stated delivery time shall represent the bidder's best estimate, as orders will be issued based on this information.

2.10. WARRANTY/GUARANTEE

Only manufacturer's authorized parts or approved equal shall be used in equipment repairs. All parts used must be new. Whenever parts are to be replaced, the Contractor shall ensure that all warranty conditions are maintained. Parts and labor shall be warranted for a minimum period of one (1) year from date of delivery, and the Contractor shall maintain a record of all warranted parts. Manufacturer warranties to be included with the Bid.

2.11. COMPLETION TIME:

INTENTIONALLY OMITTED.

2.12. LIQUIDATED DAMAGES:

INTENTIONALL OMITTED.

2.13. REFERENCES:

Each Bid should be accompanied by a list of references (minimum of six [6]) for clients or government organizations for which the Bidder is currently furnishing or has previously furnished similar products or services. The reference list should include, the name of the company, a contact person, telephone number, email address, Purchase Order or Contract Number.

In addition, Bidders are requested to provide their clients with the Reference Questionnaire forms attached herein and to include completed client reference questionnaires with their Bid, if available at the time of submittal. While Bidders are encouraged to obtain a minimum of three (3) completed questionnaires from the six (6) listed references, the absence of completed questionnaires at the time of Bid submittal shall not, by itself, render a Bid non-responsive. The City reserves the right, but is not obligated, to request additional reference information, completed questionnaires, or clarification from the Bidder after bid opening. Only questionnaires completed by the client references themselves will be considered as part of the evaluation.

The City further reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, contacting current or former clients, reviewing relevant documentation, conducting site visits, and performing other independent confirmation of data.

2.14. HOURLY RATE I & II

INTENTIONALLY OMITTED.

2.15. PERCENTAGE ABOVE VENDOR COST:

INTENTIONALLY OMITTED.

2.16. ADDITIONS/DELETIONS OF UNITS:

Although this Solicitation identifies specific item(s) to be purchased, it is hereby agreed and understood that any new items may be added/deleted to/from this Contract at the option of the City, at the awarded Bid price.

2.17. BIDDER'S QUALIFICATIONS:

INTENTIONALLY OMITTED.

2.18. PAYMENT:

Full payment will be made upon receipt and acceptance of a complete unit(s). No down or partial down payments will be made. All Bid prices must be F.O.B./C.I.F. destination, freight prepaid Homestead, Florida with delivery to the location specified at the time of order.

All invoices must reference the purchase order number issued by the City. No work shall be performed without issuance of a Purchase Order.

2.19. ADDITIONAL WORK:

In the event additional work requested is not covered in the bid line items then Contractor will be asked to supply a proposal task order with scope of work details, pricing, schedules, deliverables and not to exceed dollar amount unless authorized by the City contract representative.

2.20. AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

2.21. SUBCONTRACTOR:

INTENTIONALLY OMITTED.

3. GENERAL CONDITIONS

3.1. DEFINITIONS:

When used in these Bid Documents (defined below) or in related documents, the following terms, or pronouns are used in place of them, shall have the meanings given below:

A. **Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

B. **Advertisement for Bids:** The public notice inviting the submission of Bids for the work.

C. **Bid:** The written offer of a Bidder to perform the Work.

D. **Bid Bond:** A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

E. **Bidder:** Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

F. **Bid Documents:** The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

G. **Bid Form:** The form on which Bids are submitted.

H. **Calendar Day:** Everyday shown on the calendar.

I. **Change Order:** A) A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Architect/Engineer and approved by the City Manager and/or City Council. B) Any addition(s) to the Scope of Work or to a Purchase Order as a result of the Bid award that adds additional costs must be brought to the City's attention and approved by the Procurement Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the City's attention and did not result in a Change Order approved by the Procurement Agent will not be honored.

J. **Contract:** The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

K. **Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

L. **Contractor:** The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Homestead and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

M. **Contract Time:** The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. The Contract Time shall be measured in Calendar Days.

N. **City:** City of Homestead, a municipal corporation of the State of Florida a political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Council consisting of a Mayor, Vice Mayor and five City Council members.

O. **City Manager:** The Manager of the City of Homestead, Florida.

P. **Days:** Reference made to Days shall mean consecutive calendar days.

Q. **Lessee:** Any individual, partnership or corporation having a tenant relationship with the City.

R. **Liquidated Damages:** The amount that the Contractor accepts, as stipulated herein, that will be deducted from the Contract Sum for each Calendar Day of delay due to a Non-excusable Delay.

S. **Notice To Proceed (NTP):** The written communication issued by the City to the Contractor directing the Contractor to begin Contract work and establishing the date of commencement of the Work.

T. **Owner:** The term Owner as used in the Contract shall mean the City, but it excludes the regulatory departments of Development Services, Building Safety, Planning & Zoning, Development and Regulation (Building and Zoning); City Utilities, Departments of Miami Dade County, Department of Environmental Resources Management (DERM); Public Works, Water & Sewer, and Fire Department or their successors.

U. **Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

V. **Plans:** The drawings or reproductions thereof, prepared by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which are part of the Contract Documents.

W. **Project:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

X. **Subcontractor:** Any individual, firm, partnership, joint venture or corporation supplying the Contractor with labor, materials, supplies and equipment used directly or indirectly by the Contractor in the prosecution of the Work.

Y. **Substantial Completion:** Substantial Completion of the Work shall occur when the Architect/Engineer certifies that the Work is sufficiently complete, in accordance with the Contract Documents, so that the City may use the Work for the use for which it is intended or for such other use which the City in its sole discretion may determine to be appropriate under the circumstances, and only after receipt of the final certificate of occupancy.

Z. **Surety:** The bonding company furnishing the Bonds required of a Bidder and of the Contractor.

AA. **Technical Specifications:** The general term comprising all the written directions, provisions and requirements contained herein, entitled Technical Specifications, those portions of Standard Specifications to which reference is specifically made in the Technical Specifications, and any Addenda, and Change Orders that may be issued for the Contract, all describing the Work required to be performed, including detailed technical requirements as to labor, materials, supplies and equipment and standards to which such Work is to be performed.

BB. **Work:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractors duties and obligations imposed by the Contract Documents.

3.2. EXECUTION OF BID FORM:

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications CANNOT be changed or altered in any way. Altered Bids will not be considered. Clarification of Bid submitted shall be in letter form, signed by Bidders and attached to the Bid.

3.3. EXCEPTIONS TO SPECIFICATIONS:

All communications regarding technical, scope, and/or project related questions and requests for clarifications, changes, exceptions, and deviations to the terms and conditions set forth in this ITB shall be submitted via “Q&A” through the City’s e-Procurement Portal. Any exceptions to these Sections may be cause for the bid to be considered non-responsive.

Taking an exception to any of the Terms and Conditions or Sections other than Technical Specifications may, depending on the item, cause your response to be deemed non-responsive and not considered for award.

3.4. ADDENDA:

Bidder(s) shall acknowledge receipt of any formal Addenda. Failure to acknowledge Addenda in its Bid may deem its Bid non-responsive provided, however, that the City may waive this requirement in its best interest.

3.5. NO BID:

If not submitting a Bid, respond by returning an original copy of the NO Bid Form, and check off the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a

supplier's name from the bid mailing list. NOTE: A Bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated Bid opening date and hour.

3.6. TIE BIDS:

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that is has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied Bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' 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.

C. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (A).

D. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. 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.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3.7. CLARIFICATIONS/INTERPRETATIONS:

A. It is the Bidder's obligation to notify the City prior to opening of Bids of any conflicts, ambiguities, or discrepancies it finds in the contract documents, in order to allow City to issue appropriate addenda. The City reserves the right to make changes to the contract documents as it finds necessary or in its best interest, at any time prior to the opening of the Bids. Unless otherwise stated in the Bid, any questions concerning conditions and

specifications should be submitted through the e-Procurement Portal via the Question & Answer tab.

B. If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, and has questions or is in need of clarification concerning this Bid, the Bidder must submit to the City of Homestead's Procurement and Contract Services Department at least seven (7) calendar days prior to scheduled bid opening, a "request for clarifications". All such requests for clarification must be made through the e-Procurement Portal via the Q&A tab. The City will make every best attempt to answer all questions submitted after said seven (7) days but cannot guarantee a response. Such questions must be sent through the e-Procurement Portal via the Q&A tab. All written questions, if answered, will be answered in writing, conveyed to all interested Bidders, and posted through the e-Procurement Portal. NO QUESTIONS WILL BE RECEIVED OR ANSWERED VERBALLY.

C. Any interpretations of the Bid, if made, will be made only by Addendum duly issued by the City of Homestead Procurement and Contract Services Department. The City shall issue an Informational Addendum if clarification or minimal changes are required. The city shall issue a formal Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such Addendum will be posted via the E-Procurement Portal Addenda tab. In the event of conflict with the original Contract Documents, Addendum shall govern all other contract documents to the extent specified. Subsequent Addendum shall govern over prior addendum only to the extent specified. Only the interpretation or corrections of the Bid Documents given by addenda shall be binding, and prospective Bidders are warned that no other source is authorized to give information concerning, explaining or interpreting the Bid Documents. Bidders shall not rely on any oral interpretation, or correction of any apparent ambiguity, inconsistency or error offered by any person.

D. The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing the addendum and including it with the Bid Proposal. Failure of a Bidder to include a signed formal Addendum in its Bid Proposal may deem its Bid non-responsive provided, however, that the City may waive this requirement in its best interest. The City will not be responsible for any other explanation or interpretation made verbally or in writing by any other city representative.

3.8. <u>BID BINDING:</u>

All Bids submitted shall be binding for 365 calendar days following the Bid Opening.

3.9. CONE OF SILENCE:

Notwithstanding any other provision of these specifications, the provisions as set forth in of Section 2-411.2 "Cone of Silence," of the City of Homestead is applicable to this Solicitation. The "Cone of Silence" provides, as follows:

A. **Definitions:** "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between: a potential vendor, service provider, proposer, Bidder, lobbyist, or consultant, and: the City Council members, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

B. **Restriction; Notice:** A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the City Manager or his or her designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the City Clerk, with a copy thereof to each City Councilmember, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

C. **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the City Council meeting (whether regular, special or Committee of the Whole meeting) at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers to the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

D. **Exceptions to Applicability:** The provisions of this section shall not apply to:

1. Oral communications at Pre-Bid Conferences;
2. Oral presentations before selection or evaluation committees;
3. Public presentations made to the City Councilmembers during any duly noticed public meeting;
4. Communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The Bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
5. Communications regarding a particular RFP, RFQ or Bid between a potential vendor, service provider, proposer, Bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated responsible for

administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

6. Communications with the City Attorney and his or her staff;
7. Duly noticed site visits to determine the competency of the Bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
8. Any emergency procurement of goods or services pursuant to City Code;
9. Responses to the City's request for clarification or additional information;
10. Contract negotiations during any duly noticed public meeting;
11. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, Bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.
12. Contract negotiations between city staff and individuals or representatives of entities that have proposed to enter into a public-private partnership with the city in accordance with F.S. § 255.065, as amended from time to time.

E. **Penalties:** Violation of this section by a particular Bidder or proposer shall render any RFP award, RFQ award or bid award to said Bidder or proposer voidable by the City Council or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

3.10. AWARD OF CONTRACT:

A. Award will be made only to responsible, licensed contractors possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Contractors submitting Bids must be regularly engaged in the trade or trades relating to the Bids submitted.

B. Responsible Vendor Determination: Proposer/Bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or

consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

C. The contract will be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Solicitation, is most advantageous to the City of Homestead. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.

D. In the best interest of the City of Homestead, the City reserves the right to reject all Bids or any portion of any Bid they deem necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of these Bid Documents shall conform to applicable Florida Statutes.

E. Bid prices should be submitted with the understanding that the City of Homestead is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

F. The City shall award a contract to a Bidder through action taken by the City of Homestead City Council at a duly authorized meeting. Acceptable Bids which are for an amount not exceeding $100,000 will not have to go through Council and may be awarded by the City Manager or the Procurement & Contract Services Director. This action shall be administratively supported by a written award of acceptance and the issuance of a Purchase Order, mailed or otherwise furnished to the successful Bidder; which shall constitute a binding contract without further action by either party.

G. The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, Addenda and the Purchase Order are collectively an integral part of the contract between the City of Homestead and the successful Bidder. While the City of Homestead City Council may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in Section 2-Special Conditions of this Bid. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement & Contract Services Director, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

H. The Term of the Contract shall be stipulated in the Purchase Order, which is issued to the successful Bidder(s). Where there is a conflict between the contractual period stipulated in the Solicitation and the contractual period stipulated on the Purchase Order, the Bid shall prevail. If the contract involves a single shipment of goods to the City, the contract term shall be concluded upon completion of expressed and implied warranty periods.

I. The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period provided that such option is stipulated in the Special Conditions. If the City exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial Solicitation no later than sixty (60) calendar days prior to the commencement of the option period. These documents, which are specified in the Special Conditions and include, but are not limited to, insurance certificates and performance bonds, must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the City may rescind its option, declares the Bidder to be in default of its contractual obligations and award to the next low Bidder or seek a new Bid Solicitation. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess cost sustained and/or may prohibit the Bidder from submitting the future Bids for a period of one year.

J. The City reserves the right to automatically extend this contract for a maximum period not to exceed one hundred and twenty (120) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right.

K. The City of Homestead reserves the right not to award or to reject Bids from Bidders that are currently in litigation with the City of Homestead or as a result of any prior lawsuits.

L. Bidder must bid on all items listed on the Bid Form to qualify for award of the Contract. Bid will be awarded on an all or nothing basis.

3.11. <u>CONTRACT EXTENSION(S):</u>

A. The contract terms and extension(s) are specified in the Special Conditions of this Bid. The City Manager may renew the Contract subject to Bidder acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of Intent to Renew will be e-mailed thirty (30) to one-hundred fifty (150) calendar days in advance of expiration date of this Contract. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period

unless subject to price adjustment specified as a "special condition" hereto. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement & Contract Services Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect under the contract when this extension clause is invoked by the City.

B. The City reserves the right to exercise the option to renew a term Contract of any successful Bidder(s) to a subsequent optional period provided that such option is stipulated in the Special Conditions. If the City exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial Solicitation by no later than sixty (60) calendar days prior to the commencement of the option period. These documents, which are specified in Section 2-Special Conditions, include, but are not limited to, insurance certificates and performance bonds, must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the City may rescind its option, declare the Bidder to be in default of its contractual obligations and award to the next low Bidder or seek a new Bid Solicitation. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess cost sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year. The City reserves the right to automatically extend the Contract for a maximum period not to exceed one hundred and twenty (120) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right.

3.12. OPEN-END CONTRACT:

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Contract. Estimated quantities will be used for Bid comparison purposes only. The City of Homestead reserves the right to: issue purchase orders as and when required, or issue a blanket purchase order for individual agencies and release partial quantities. No delivery shall become due or be acceptable without a written order by the City, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

3.13. SECONDARY/OTHER BIDDERS:

The City reserves the right in the event the primary Bidder cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

3.14. NON-EXCLUSVITY:

It is the intent of the City to enter into agreement with the successful Bidder that will satisfy its needs as describe herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the Work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

3.15. WITHDRAWAL OF BIDS:

After opening, no changes in prices or other provisions shall be permitted. Respondents may withdraw or correct a submittal prior to the stipulated date and time for the opening of the Solicitation.

3.16. REJECTION OF BIDS:

A. Bids that do not contain completed and properly executed forms and affidavits, as required and included in these Bid Documents, may be rejected by the City.

B. Bids which are not responsive to the Bid Documents shall be rejected by the City.

C. Bids will be considered irregular and may be rejected if they contain omissions, alterations of form, additions not called for, unauthorized alternate bids, or other irregularities.

D. Any of the following additional factors may be considered sufficient cause for the rejection of the Bid.

1. Bid submitted on a form other than that furnished by the City;

2. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names;

3. Evidence of collusion among Bidders;

4. Previous participation in collusive bidding on work for the City;

5. Submission of an unbalanced Bid in which the prices bid for some items are out of proportion to the prices bid for other items;

6. Lack of Competency of Bidder. The Contract will be awarded only to a Bidder considered to be capable of performing the work as required by the Contract Documents. The City may declare any Bidder ineligible at any time during the process of receiving bids or awarding the Contract where developments arise which, in the opinion of the City, adversely affect the Bidder's competency to perform the work and to discharge its responsibilities under the Contract;

7. Lack of capability as shown by past performance of Bidder's work for the City, judged from the standpoint of workmanship and progress;

8. Unfinished work for which the Bidder is committed by contract, which, in the judgment of the City, might hinder or prevent the prompt completion of work under this Contract if awarded to such Bidder;

9. Being in arrears on any existing Contract, or having been sued to enforce the City's rights on a construction contract, or having failed to complete the Work, the punch list, or warranty items, or having defaulted on a previous contract with the City;

10. If the Bid does not contain a bid price for each pay item listed in the Bid, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a bid price;

11. If the Bid is not accompanied by the Bid guaranty, if one is being required.

3.17. PRICES QUOTED:

Bidder should deduct trade discounts and quote firm net prices and give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

3.18. LOCAL PREFERENCE:

In accordance with City Code Section 2-411, there shall be a fifteen (15%) percent local preference given to local businesses who are holders of current city local business tax receipts for businesses which are physically located within the city limits of Homestead and have held such local business tax receipts for a minimum of one year prior to asserting the local preference. Said fifteen (15%) percent local preference must be asserted by the party seeking it at the time the competitive quotation, bid or proposal is made and shall be calculated by the purchasing department in rating competitive quotations, bids or proposals which are governed by this section of the Code of the city. The local preference shall not apply if the solicitation specifications of the city so state. Further, said local preference, as described above, shall only be applied in certain situations and shall be specifically governed by the below-described limitations:

1. No local preference for competitive quotations, bids or requests for proposals shall be applied where prohibited by law, regulation or applicable agreement.

2. That when local preference has been used in computing award recommendations, either for the purchase of goods or for the purchase of services, the city council shall not reject the low bid solely based upon the locale of the said business. Under a competitive process solicitation, when a responsive, responsible non-local business submits the lowest price offered, and the offer submitted by one or more responsive, responsible

local businesses is within fifteen percent (15%) of the price submitted by the nonlocal business, each of the aforementioned responsive, responsible local businesses shall have the opportunity to submit, within five (5) working days of notice of intent to award a best and final offer equal to or lower than the amount of the low offer previously submitted by the non-local business. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid, quote or proposal. In the case of a tie in the best and final bid, quote or proposal between a local business and a non-local business, contract award shall be made to the local business. In the case of a tie in the best and final bid quote or proposal between two or more local businesses, the contract shall be awarded in accordance with procedures established by the City Manager.

3.19. BID SUBMITTAL & FORMS:

Other forms to be included with your submission include the following: ADA Disability Nondiscrimination Statement, Business Entity Disclosure Statement/Conflict of Interest , Certificate of Debarment, Drug-Free Workplace Affidavit, Scrutinized Companies Form, E-Verify, Sworn Statement on Public Entity Crimes form, Performance Survey Form, minimum of three Reference Questionnaires completed by refences, Notification of Social Security Number, W9, and all required product information and any other items as indicated in this Section or any part of this Invitation to Bid. Bids will be considered "Non-Responsive" for lack of including the required sealed Bid Bond Form if the required forms are not submitted by the due date and time specified. Bids may also be rejected for lack of including other forms as indicated in this section or any other section in this Invitation to Bid or issued Addenda.

A. **STATEMENT OF NO BID:**
Bidders in receipt of a bid notice that are not able to bid for any reason whatsoever, must complete the NO BID form attached hereto prior to the stipulated bid opening deadline.

B. **AMERICANS WITH DISABILITIES ACT OF 1990:**
Equal Opportunity for Individuals with Disability
The Contractor and the City of Homestead, (hereafter "owner") shall agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this Contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents,

servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this Contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

C. **BUSINESS ENTITY DISCLOSURE STATEMENT/CONFLICT OF INTEREST:** Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent, domestic partner, stepmother, stepfather, or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination,

may have a material interest in the Vendor or Bidder or as defined by Miami Dade County. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City Manager upon advice of the City Attorney. Further, Bidder or Vendor recognizes that with respect to this transaction or Bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

D. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS:** The Bidder certifies by submission of the Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the City of Homestead, Miami-Dade County, the State of Florida or Federal Government. Further, Bidder certifies that it has divulged, in its Bid response, information regarding any of these actions or proposed actions with other governmental agencies. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid to provide any goods or services to a public entity, may not submit a Bid to 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The awarded Bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded Bidder must provide documented proof of efforts to comply with this requirement. The City may declare any noncompliance or lack of diligent effort by the awarded Bidder to comply as a breach of contract and immediately terminate the services of the awarded Bidder.

E. **DRUG-FREE WORKPLACE AFFIDAVIT:** In the event of identical tie low Bids, preference shall be given to businesses with drug-free workplace programs. Bidders with such programs shall complete and submit the

attached form with Bid.

All persons and entities that contract with City of Homestead are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

F. **PUBLIC ENTITY CRIMES (PEC):**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 or real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

G. **PERFORMANCE SURVEYS:**

The City conducts monthly, quarterly and post project performance surveys for vendors whom are awarded Bids and contracts. Surveys will be sent to the user-departments and will be used as a monitoring device to gauge performance and to utilize when awarding or renewing contracts.

H. **REFERENCE QUESTIONNAIRES:**

Bidder's shall provide their clients with the Reference Questionnaire attached herein, and Bidder should include completed client reference questionnaire forms with their Bid. It is the responsibility of the Bidder to ensure timely responses and the return of the questionnaires from their client references. Only forms completed by the client references themselves will be considered. The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

I. **NOTIFICATION OF SOCIAL SECURITY NUMBER COLLECTION AND USAGE:**

In compliance with Florida Statutes §119.071(5), the City of Homestead Procurement & Contracts Department collects and uses your Social Security number in performance of the City's duties and responsibilities.

A Social Security number is only used for legitimate employment business purposes in compliance with completing a Vendor Application in lieu of a Federal Employer Identification Number (FEIN).

J. **W9 FORM:**

Bidder shall provide a completed W9 tax form which certifies an individual's tax identification number. A tax identification number (TIN) is the Social Security number of an individual or the Employer Identification Number of a business, fiduciary or other organization. This form must also be present in a brokerage account's files to avoid backup withholding by the IRS.

K. **SCRUTINIZED COMPANIES:**

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

L. **E-VERIFY:**

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-

participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

M. **NONCOERCION AFFIDAVIT:** In accordance with Section 787.06, Florida Statutes, the City requires all vendors executing, renewing or extending a contract with the City to execute the required City affidavit, attesting that vendor does not use coercion for labor or services.

N. **BIDDER'S QUALIFICATIONS:** Refer to Section 9 Submittals, and all required product information and any other items as indicated in this Section.

O. **CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED:** In accordance with Section 287.138, Florida Statutes, each bidder, respondent, proposer, or vendor, is required to properly complete, execute and submit to the City the attached Affidavit which is required by the statute.

3.20. LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Bidder is required to enter or go onto City property to deliver materials or perform the Work, it must be properly coordinated in advance and the Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Miami-Dade County and City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor (or agent) or any person the Contractor has designated in the completion of the Contract.

The Bidder shall obtain and pay for all certificates of competency, licenses, insurance, permits, inspection fees, and any other certification necessary or required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Building, mechanical, electrical, plumbing and structural permit plans or installations which are reviewed by a third party are subject to fees. Those fees required by the County [i.e.] fire, impact fees, DERM, code compliance, and State fee's and surcharges are the responsibility of the Contractor and cannot be waived by the City. The Bidder shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

3.21. LICENSING:

Bidder(s) shall submit, with their Bid, a copy of their valid occupational/business license and State registration [Florida State Registration can be located and printed at www.Sunbiz.org]. Bidder must also submit certificates of competency, licenses or any other certification necessary to complete the Contract. Bidders must be in good standing and authorized to transact business in the State of Florida. Must not be listed in the System for Award Management (SAM) as an excluded

party. In addition, all licenses required for Bidders whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation must be active and current.

3.22. LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE) REGISTRATION:

The Contractor shall be responsible for obtaining and maintaining throughout the Contract period his or her city or county business tax receipts. Each Bidder submitting a Bid on this Invitation to Bid shall include a copy of the company's business tax receipt with the Bid response. For information specific to City of Homestead business tax receipt, please call Development Services at (305) 224-4504. If the Contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

3.23. CERTIFICATE OF INSURANCE:

After acceptance of Bids, the City will notify the successful Bidder to submit a certificate(s) of insurance naming the City as an additional insured. Contractor shall provide and maintain insurance coverage as required herein in-force until all the Work to be performed under the Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth in Section 6 Insurance.

3.24. INDEMNIFICATION:

To the fullest extent permitted by law the Bidder shall hold harmless, defend at its own expense, and indemnify the City, its officers, agents, employees, directors, independent contractors, volunteers, successors and assigns and other authorized representatives from and against any and all liability, claims, demands, damages, losses, expenses, including reasonable attorney's fees, arising from all acts or omissions, misfeasance, or malfeasance of the Bidder, or its officers, agents, servants, independent contractors or employees, including fines, fees, expenses, penalties, and attorney's fees for trial and on appeal, and of any kind and nature arising out of the actions of the Bidder connected with the Bid or the performance of any agreement resulting from this Bid, whether by act or omission of the Bidder, its agents, servants, employees or others; and including those claims or liabilities arising from City's negligence, except to the extent said claim or liability is caused by the sole negligence or intentional wrongful act of the City or City's agents or employees.

These indemnification provisions are independent of and shall not in any way be limited by the insurance contracts required by this Contract and does not in any way relieve Bidder from liability under this section.

3.25. BID BOND:

INTENTIONALLY OMITTED.

3.26. PAYMENT AND PERFORMANCE BOND:

INTENTIONALLY OMITTED.

3.27. BID TABULATIONS:

Bid tabulations are posted on the City website at:
https://procurement.opengov.com/portal/cityofhomestead.

3.28. BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show the purchase order number and respective Bid number and shall be submitted to the City of Homestead (100 Civic Court Homestead, FL 33030) with the requesting Department labeled on the mailing envelope.

3.29. INCORRECT PRICING/INVOICES:

Any pricing on invoices that is incorrect or freight charges that were not included on the original Bid Pricing and/or Purchase Order, must be brought to the attention of the Procurement Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the City's attention and did not receive written approval via a Change Order issued by the Procurement Agent will not be honored.

3.30. TAXES:

The City of Homestead is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

3.31. EQUIVALENTS: N/A

No equivalents/deviations shall be allowed.

3.32. SAMPLES:

Upon requests, the Bidder shall provide a complete and accurate sample of the product(s) which they propose to furnish. These items must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name. Failure of Bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Procurement and Contract Services Department, 450 S.E. 6th Avenue Homestead, FL 33030 or mailed to 100 Civic Court, Homestead, FL 33030.

3.33. SAFETY DATA SHEETS (SDS):

Bidder shall supply the City with a SAFETY DATA SHEET (SDS), for any and all applicable commodities contained in this formal Bid. If an award includes materials that require a SDS, the SDS must be included and accompany the delivery of these materials to the City per OSHA standard: (Subpart Z, Toxic and Hazardous Substances, 29 CFR 1910.1200(g)). If material is not hazardous, is exempted in the OSHA HazCom Standard 29 CFR 1910.1200(g) and does not require an SDS, provide a written statement from the manufacturer supporting this claim.

3.34. PRODUCT/CATALOG INFORMATION:

All Bidders may be requested to submit catalog information on the product(s) and/or unit(s) they propose to furnish if awarded this Contract. Failure to submit such information will result in rejection of your Bid.

All Bids that include substances found on the current Florida Toxic Substance List must be submitted with a Material Data Sheet, in accordance with Florida Statutes – Chapter 422.106.

3.35. SUBSTITUTIONS:

The City of Homestead, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments will be returned at the Bidder's expense.

3.36. MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk.

3.37. ESTIMATED QUANTITIES:

Quantities stated are for Bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the Contract period. Estimated quantities are based upon previous needs and estimated usage for one year period. Said estimated quantities may be used by the City for the purpose of evaluating the low Bidder meeting specifications.

3.38. CONDITIONS AND PACKAGING:

It is understood and agreed that any item offered or shipped as a result of these Bid Documents shall be the latest new and current model offered (most current production model at the time of this Bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

3.39. INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the buyer unless loss or damage results from negligence by the buyer. If the materials or services supplied to the City are found to be defective or to not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at Bidder's expense.

3.40. NOTE TO VENDORS DELIVERING TO WAREHOUSE:

Receiving hours are Monday through Friday, excluding holidays, from 7:00 A.M. to 3:30 P.M. The warehouse is located at 450 S.E. 6th Avenue Homestead, FL 33030.

3.41. QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, the latest model, of the best quality, and highest grade workmanship.

3.42. WARRANTY:

All warranties, express or implied, shall be made available to the City for goods and services covered by these Bid Documents. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. Section 3 – Instructions to Bidders of the Bid may supersede the manufacturer's standard warranty.

3.43. PRODUCT RECALL:

In the event the awarded Bidder receives notice that a product delivered by the awarded Bidder to the City has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded Bidder shall notify the City's Bid Procurement Agent within two (2) business days of receiving such notice. The City's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded Bidder's duty to notify the City's Procurement Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the City shall include the name and description of the affected product; the approximate date the affected product was delivered to the City; the Bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the City, if necessary to protect the health, welfare, and safety of the City, residents or employees; and any health hazards known to the awarded Bidder which may be caused or created by the affected product. The awarded Bidder shall, at the option of the Procurement Department and/or Procurement Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the City. Unless it was absolutely necessary for the City to dispose of the affected product, the awarded Bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the City, without causing significant inconvenience to the City.

At the option of the City, the awarded Bidder may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded Bidder will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the City will be considered a default.

3.44. COMPLETE PROJECT REQUIRED:

These specifications describe the various items or classes of Work required, enumerating or defining the extent of same necessary, but failure to list any item or classes under scope of the several sections shall not relieve the Contractor from furnishing, installing or performing such Work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

3.45. UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

3.46. AMERICAN MADE:

The City Council of Homestead, acting in session on June 20, 1983, adopted Resolution No. 83-06-21 which states, "That it is the intent and policy of the City Council of the City of Homestead, Florida, that the needs of the City of Homestead for supplies, materials and equipment be met using only those supplies, materials and equipment manufactured in the United States of America when same are available and when the price of same and the Bid of same is consistent with the bidding procedures of the City Code of the City of Homestead."

3.47. NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder. Any violation of these stipulations may also result in:

A. Vendor's name being removed from the vendor list.

B. All departments being advised not to do business with vendor.

3.48. DISPUTES:

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

3.49. LEGAL REQUIREMENTS:

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

3.50. PATENTS AND ROYALTIES:

The Bidder, without exception, shall indemnify and save harmless the City of Homestead, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured

or used in the performance of the contract, including its use by The City of Homestead, Florida. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

3.51. OSHA:

The Bidder warrants that the product supplied to the City of Homestead, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of Contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

3.52. ANTI-DISCRIMINATION:

The Bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.53. DEFAULT:

In the event of default on a Contract, the successful Bidder shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.

3.54. BIDDER'S FACILITIES:

The City reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

3.55. DISCLAIMER:

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise these Bid Documents; postpone or cancel at any time during this Bidding process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements will not be considered. After all Bids are analyzed, organization submitting bids that appear, solely in the opinion of the City, to be the most responsive/responsible, shall be submitted to the City of Homestead's City Council, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the Bid, which is, in the sole opinion of the City Council of the City of Homestead, in the best interest of the City. The issuance of this Bid constitutes only an invitation to make presentations to the City of Homestead. The City reserves the right to determine, at its sole discretion, whether any aspect of the Bid satisfies the criteria established in these Bid Documents. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with these Bid Documents or otherwise.

3.56. EVIDENCE:

The submission of a Bid shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of these Bid Documents.

3.57. DEMONSTRATION OF COMPETENCY:

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

B. The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City.

C. The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.

D. The City may, during the period that the Contract between the City and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

3.58. EMPLOYEES:

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Homestead. The Contractor shall supply competent and physically capable employees and the City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate

or otherwise objectionable and whose presence on City property is not in the best interest of the City. Each employee shall have and wear proper identification.

3.59. ASSIGNMENT:

The Contractor agrees not to enter into subcontracts and shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the City of Homestead.

3.60. OPTIONAL CONTRACT USAGE:

As provided in Section 287.042 (16), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement and Contract Services, has certified its use to be cost effective and in the best interest of the state. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

3.61. SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in these Bid Documents from the awarded Bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

3.62. SUNSHINE LAW:

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the City's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

3.63. FORCE MAJEURE:

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Contract.

3.64. COLLUSION:

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies the Bidder has not divulged, discussed or compared his Bid with other Bidders and has not colluded with any other Bidder or parties to this Bid whatsoever. Also, the Bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this Bid.

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.

No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee accepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

3.65. ELIGIBILITY:

All agents, employees and subcontractors of the Bidder retained to perform services pursuant to this Bid shall comply with all laws of the United States concerning work eligibility.

3.66. PROPERTY:

Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Homestead. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

3.67. TERMINATION FOR DEFAULT:

If Contractor defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, either the City Manager or the City Council of Homestead may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City under Section 3.68. City Manager may terminate this Agreement immediately if the City Manager deems it to be for the health, safety, and welfare of the public.

3.68. TERMINATION FOR CONVENIENCE:

The City Manager may terminate the Contract, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination. In no event shall City be liable for consequential damages, including anticipated lost profits on work not performed on this or any other project.

3.69. SUBCONTRACTORS:

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor, sub-subcontractor and the City. Contractors shall be as fully responsible to the City for the acts and omission of the subcontractors and sub-subcontractors as for the acts and omissions of person(s) directly employed.

3.70. CONFIDENTIALITY:

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If the Bid submittal contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

3.71. GOVERNING LAW AND VENUE:

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

3.72. ATTORNEY'S FEES:

In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney’s fees through and including appellate litigation and any post-judgment proceedings.

3.73. NO PARTNERSHIP OR JOINT VENTURE:

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

3.74. PARTIAL INVALIDITY:

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

3.75. PROVISIONS BINDING:

Except as otherwise expressly provided in these Bid Documents, all covenants, conditions and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

3.76. HEADINGS AND TERMS:

The headings to the various paragraphs of these Bid Documents have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

3.77. ENTIRE AGREEMENT:

The Contract consists of this Invitation to Bid, General and Special Conditions, Minimum Technical Specifications, Addenda, Contractor's Response, all items attached and any written agreement entered into by the City and Contractor, and are made part of and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. This Contract may be modified only by a written agreement signed by the City of Homestead and Contractor.

3.78. AUDITS:

The City shall have access to all books, records, and documents of the successful Bidder which directly relate to the Work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

3.79. DAVIS-BACON AND ARRA:

American Recovery and Reinvestment Act funds used for a transaction that involves a new construction or repair contract, exceeding $2,000 must comply with the prevailing wage requirements of the Davis-Bacon and Related Acts requirements.

Section 1606 of the ARRA legislation:
"Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code."

- Davis-Bacon applies to all ARRA projects
- Applies for the entire project, not just the portion funded by ARRA.

3.80. MINIMUM WAGE RATES:

U.S. Department of Labor: In projects having Federal participation, minimum wage rates for the proposed work will be established by the U.S. Department of Labor, Employment Standards

Administration. Schedules of labor classifications and corresponding wage rates and benefits will be included in the Bid Documents.

3.81. ORDER OF PRECEDENCE:

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

3.82. PUBLIC RECORD LAW:

PUBLIC RECORDS:

A. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 Agreement, and following completion of the Agreement until the records are transferred to the City.

B. Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes:

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

Custodian of Records: ELIZABETH SEWELL, CITY CLERK

Mailing address: 100 CIVIC COURT, HOMESTEAD, FL 33030

Telephone number: (305)224-4442

Email: ESEWELL@HOMESTEADFL.GOV

4. SCOPE OF WORK

4.1. GENERAL INFORMATION:

The City of Homestead is seeking a qualified vendors to provide sixteen (16) Sequencing Batch Reactor (SBR) Decanters for the Wastewater Treatment Facility. The SBR Decanters are critical components in the wastewater treatment process, designed to efficiently separate treated effluent from settled sludge. The selected vendor will be responsible for the supply, and delivery, of the SBR Decanters, ensuring they meet all relevant standards and operational requirements.

4.2. SEQUENCING BATCH REACTOR (SBR) DECANTERS SPECIFICATIONS:

The SBR Decanters must meet the following specifications:

A. **Material and Construction:**

- Decanters must be constructed from high-grade stainless steel (minimum Schedule 40, type SS304) to ensure durability and resistance to corrosion.
- All welds must be continuous and smooth to prevent any potential for leaks or structural weaknesses.

B. **Capacity and Dimensions:**

- Each decanter must have a capacity to handle a flow rate of up to 500,000 gallons per day (GPD).
- Dimensions must be compatible with existing SBR tanks and other Fluidyne pipes and components, with a maximum length of 22 feet.

C. **Operational Requirements:**

- Decanters must be designed to operate efficiently under varying flow conditions, with automatic adjustment capabilities.
- Must include venting pipes and air release system of the same material.

D. **Control System:**

- Decanters must be integrated with a Programmable Logic Controller (PLC) for automated operation.
- Air vent control system must be compatible with the existing SCADA system used by the City of Homestead.

E. **Standards Compliance:**

- All equipment must comply with the latest standards set by the American Water Works Association (AWWA) and the Environmental Protection Agency (EPA).
- Electrical components must meet National Electrical Manufacturers Association (NEMA) standards.

F. **No Substitutions or Deviations:**

- No equivalents, substitutions, or alternates will be accepted. Products furnished must comply with the plans and specifications provided. No deviations from the requirements set forth in this will be permitted.

4.3. DELIVERY REQUIREMENTS:

The vendor must adhere to the following delivery requirements:

A. **Freight Terms - F.O.B. Destination:**

- F.O.B destination: 551 SE 8th Street, Homestead, FL 33030.
- All prices shall be FOB Destination, Homestead, Florida. Vendor pricing must include all freight, shipping, handling, insurance, and delivery costs necessary to deliver the goods to the specified destination. No additional shipping or transportation charges will be accepted.

B. **Delivery Schedule:**

- Vendor must provide a detailed delivery schedule within 10 days of contract award.

C. **Packaging and Handling:**

- All equipment must be securely packaged to prevent damage during transit.
- Vendor is responsible for any damage incurred during delivery.

D. **Delivery Location:**

- All equipment must be delivered to the City of Homestead Wastewater Treatment Facility located at 551 SE 8th Street, Homestead, FL 33030.

- Vendor must coordinate delivery with the facility superintendent to ensure proper receipt and inspection of equipment.

5. INSURANCE REQUIREMENTS

5.1. INSURANCE REQUIREMENTS:

These are mandatory insurance requirements, please be sure to fulfill each requirement listed below. All policies, endorsements, certificates and/or binders shall be subject to approval by the City's Risk Management as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by a duly authorized representative of the City. A lapse in any required insurance coverage during this Contract shall be considered a material breach. Further it is understood and agreed by Bidder that nothing in this provision shall waive or otherwise limit the right of the City to modify INSURANCE REQUIREMENTS to meet the demands of special or unique circumstances. Accordingly, those rights are expressly reserved by the City.

The insurance obligations under this Contract shall be: all the insurance coverage and/or limits carried by or available to the Bidder or the minimum insurance requirements and/or limits shown in this Contract, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover obligations of the Bidder under this Contract.

If evidence of insurance provided by Bidder does not comply with the requirements of this section, the City reserves the right but not the obligation to deem your Bid non-responsive.

Throughout the term of this agreement and for all applicable statutes of limitation periods, Bidder agrees to have and maintain in full force and effect the insurance policies set forth in this article. All policies must contain an endorsement requiring minimum thirty (30) days written notice from the insurance company to the City prior to cancellation or any change in coverage, scope or amount of any such policy or ten day notice for non-payment of premium.

BIDDER EXPRESSLY AFFIRMS THAT IT HAS HAD THE OPPORTUNITY TO RECOVER THE COSTS OF THE INSURANCE REQUIRED IN ITS CONTRACT PRICE.

A. All insurance policies shall be issued by insurers that are authorized to transact business in the State of Florida, and have an A. M. Best's financial and size rating of A-VIII or better.

B. All insurance policies, except Property, Workers Compensation and Professional Liability (if applicable), shall name and endorse the following as additional insured: The City of Homestead, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Bidder. The Commercial General Liability policy shall be endorsed with the ISO CG2010 Additional Insured endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2010) and the ISO CG 2037 Additional Insured – Completed Operations endorsement (or similar

endorsement or policy coverage form with coverage at least as broad as the ISO CG 2037). As additional insured, the City shall be defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Bidder, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence. Bidder shall provide a copy of these policy forms or endorsements prior to project start and at any time upon City request.

C. It is specifically agreed that the City of Homestead shall not be liable to the Bidder for any liability arising out of the performance of this Agreement. Bidder specifically waives any and all rights of recovery it may have against the City of Homestead, independent of any waiver of rights of recovery by any insurer. All insurance policies shall include a Transfer of Rights of Recovery Against Others to Us/Waiver of Subrogation in favor of the City. Bidder agrees to obtain any endorsement or policy coverage form that may be necessary to effect all waivers of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement or policy coverage form from the insurer.

D. All insurance policies shall be endorsed to provide that (a) Bidder's Insurance is primary and non-contributory to any other Insurance available to the City of Homestead with respect to claims covered under the policy and (b) Bidder's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable. Any policy including a self-insured retention ("SIR") in the primary layer of liability in any amount must be submitted to and approved by the City's Risk Management Department prior to risk approval.

E. If the Bidder fails to submit the required insurance certificate(s) in the manner prescribed with the executed agreement submitted to the City and if not submitted with the executed agreement in no event exceed three (3) calendar days after request to submit certificate(s) of insurance, the Bidder shall be in default, and the Contract may be rescinded at the City's sole discretion. Under such circumstances, the Bidder may be prohibited from submitting future solicitations to the City.

F. Bidder shall be solely responsible for ensuring that all vendors and/or independent or sub-contractors ("sub-contractors") also comply with the insurance requirements, terms, conditions, limits and related criteria as outlined above and shall specifically require Commercial General Liability, Auto Liability and Florida Workers Compensation coverage from any sub-contractor utilized by Bidder.

G. **BIDDER'S PROPERTY:** Bidder and its subcontractors, if any, are solely responsible for any loss or damage to their personal property, including but not limited to tools and

equipment, scaffolding, and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the City of Homestead.

H. Bidder shall provide of the City of Homestead's Contract Administrator/Buyer with a copy of the certificate(s) of insurance and endorsements evidencing the types of insurance and coverage required in this Section within three (3) calendar days of Bidder's receipt of Notice of Intent to Award the Contract and, at any time thereafter, upon request by the Contract Administrator/Buyer. It is the BIDDER'S responsibility to ensure that the Contract Administrator/Buyer is provided with evidence of current insurance on file with the City during the term of this Agreement, or longer as may be required herein.

I. Bidder's Insurance Policies shall be endorsed to provide the City with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits or ten days for non-payment of premium. Notice shall be sent to:
City of Homestead
Attn: Procurement & Contract Services Department
450 SE 6th Avenue
Homestead, FL 33030

J. At any time while this Agreement is in force, if any of the Bidder's insurance policies is written on a Claims-Made coverage form, then Bidder shall maintain such insurance coverage for a period of FIVE (5) years after the expiration or termination of this agreement (including any and all extensions and/or renewals) OR provide City with an Extended Reporting Period endorsement with a minimum term of no less than FIVE (5) years, as evidence of the City's ability to present a claim(s) past the expiration of the Claims Made policy(ies), which arise from work performed under this Bid during any Claims Made policy period.

K. If any of Bidder's Insurance policies (1) includes a general aggregate limit and (2) provides that claims investigation and/or legal defense costs and/or expenses are included within the policy's general aggregate limit, the general aggregate limit of said policy(ies) shall be no less than five (5) times the per occurrence limit as specified above in this Section.

L. The provisions of this Section shall survive the expiration or termination of this agreement.

M. **PAYMENT:** If any of the insurance policies required under this Section lapse during the term of this agreement or any extension or renewal of the same, Bidder shall not receive payment from the City until such time that the City has received satisfactory evidence of reinstated coverage of the types and coverage specified in this Section that is effective as of the lapse date. The City, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to Bidder.

N. **RENEWAL OF INSURANCE:** Bidder shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the Contract term. If the insurance certificate/endorsements are scheduled to expire during this period, Bidder shall be responsible for submitting a new or renewed insurance certificate/ endorsements to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate(s) evidencing acceptable insurance coverage which covers the Contract term, the City may suspend this Agreement until such time as the new or renewed certificate/endorsements evidencing acceptable insurance coverage are received by the City.

O. **MINIMUM COVERAGE:** Insurance coverage in the minimum amounts set forth herein shall not be construed as to relieve Bidder of liability in excess of such coverage, nor shall it preclude or otherwise limit the City from taking other action(s) as may be available under any other provision(s) of this Agreement or otherwise in law or equity.

P. **CONFLICT:** In the event that a conflict arises between the provisions of any agreement, contract or understanding that arises out of this Bid and this Section, the provisions of this Section shall control and prevail.

Q. **DISCLOSURE OF INFORMATION:** Bidder agrees that the City may disclose the name and contact information of its insurers to any third party which presents a claim against the City for any damages or claims resulting from or arising out of work performed by the Bidder, its agents, employees, servants or subcontractors in the performance of this contract.

R. **RELAXATION OR SUSPENSION OF INSURANCE REQUIREMENTS:** If, in the opinion of the City, full compliance with the insurance requirements in this Section is not commercially practicable for the Bidder, and would not be commercially practicable for most other Bidders qualified to perform the Project or Work, at the written request of the Bidder, the City may, in its sole discretion, and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the Bidder. As a condition to any such relaxation of the insurance requirements, City may require Bidder to provide the City with written evidence satisfactory to the City that full compliance with the insurance requirements is neither commercially practicable for the Bidder, nor commercially practicable for most other Bidders qualified to perform the Work. Any such modification shall be subject to the prior written approval of the City, and subject to the conditions of such approval.

S. **SUBSEQUENT AGREEMENTS:** The requirements of this Section shall extend to any subsequent written agreement which results from this ITB and shall represent the City's minimum insurance requirements. Bidder understands and agrees that the insurance

requirements may be updated or amended at the sole discretion of the City's Risk Manager in any subsequent agreement executed which is subject to this ITB based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

5.2. WORKER'S COMPENSATION:

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

As required by the State of Florida with the statutory limits, and include employers' liability insurance with a limit of not less than $1,000,000 for each accident, $1,000,000 for each disease and $1,000,000 for aggregate disease. Policy shall be endorsed with a "Waiver of Our Right to Recover From Others" endorsement which favors the City. A copy of NCCI Form WC 00 03 13 (or similar endorsement with coverage at least as broad as NCCI Form WC 00 03 13) issued by the insurer shall be required for risk review prior to project start and shall be provided by Bidder at any time upon request.

If Bidder's workers compensation program is part of an employee-leasing or co-employment arrangement where certain Statutory employees may be excluded from coverage, Bidder specifically agrees to indemnify, hold harmless, defend against and pay or reimburse the City for losses the City or its insurers may be obligated to pay to any natural person who is denied workers compensation benefits or employers liability coverage that arise out of or result from Bidder's employee-leasing or co-employment arrangement.

5.3. AUTOMOBILE LIABILITY:

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

Bidder shall carry automobile liability insurance with minimum limits of One Million ($1,000,000) dollars, combined single limit per occurrence for bodily injury liability and property damage. The policy is to be written on ISO Form CA 00 01 covering any auto (Symbol 1) or if Bidder has no owned autos, covering hired (Symbol 8) and non-owned (Symbol 9) autos. Policies shall be endorsed to add the City of Homestead as Additional Insured and include a Waiver of Subrogation in favor of the City. Coverage must be primary and non-contributory to any other insurance available to the City of Homestead. Copies of the endorsements or policy forms reflecting these terms may be required for risk review and shall be provided by Bidder at any time upon request.

5.4. COMMERCIAL GENERAL LIABILITY:

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

Bidder shall carry Commercial General Liability Insurance for all on-going and completed operations of the Bidder, including all on-going and completed operations of all Bidder's sub-

contractors and shall include but shall not be limited to Contractual, Products and Completed Operations and Personal and Advertising Injury coverage with limits of not less than: One million ($1,000,000) dollars each Occurrence and for Personal and Advertising Injury coverage and two million ($2,000,000) dollars for Products – Completed Operations Aggregate and General Aggregate. The Commercial General Liability insurance policy must include but shall not be limited to the following listed Coverages: Coverage A – Bodily Injury and Property Damage Liability, Coverage B – Personal and Advertising Injury Liability, and Coverage C – Medical Payments. Coverage shall include but shall not be limited to coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

Bidder's Commercial General Liability insurance coverage shall be primary and non-contributory. For any claim related to this contract, this coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 – PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Bidder's insurance and shall not contribute with it. Bidder shall provide a copy of this policy form or endorsement prior to commencing services and at any time thereafter upon City request.

The City's Risk Management Department will not accept an insurance policy that includes the ISO CG 21 39 CONTRACTUAL LIABILITY LIMITATION, the ISO CG 24 26 AMENDMENT OF INSURED CONTRACT DEFINITION or similar policy coverage forms or endorsements.

The Commercial General Liability policy must be endorsed to add the City of Homestead as Additional Insured and include a Transfer of Rights of Recovery Against Others to Us / "Waiver of Subrogation" endorsement in favor of the City. Copies of these policy coverage forms or endorsements reflecting these terms may be required for risk review and shall be provided by Bidder to the City at any time upon request.

The City's Risk Management Department shall require a COMPLETE copy of Bidder's commercial general liability policy including all coverage forms and endorsements to confirm that there are no exclusions and/or other limitations for operations of Bidder's independent or sub-contractors. Risk Management, in its sole discretion, shall not accept an insurance policy that includes these type or other similar policy coverage forms or endorsements.

5.5. COMMERCIAL EXCESS/UMBRELLA LIABILITY:

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

Bidder shall carry and maintain minimum $1,000,000 per Occurrence and $1,000,000 Aggregate excess liability limits over underlying Commercial General Liability, Auto Liability and Employer's Liability coverage as outlined above.

A copy of the Additional Insured and Transfer of Rights of Recovery Against Others to Us / "Waiver of Subrogation" policy coverage forms or endorsements may be required for risk review prior to project start and shall be provided by Bidder at any time upon request.

5.6. ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY:

Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

Bidder shall carry and maintain environmental impairment / pollution legal liability insurance for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under the Agreement, or which arises out of, or in connection with the Agreement, including but not limited to coverage for clean-up of pollution conditions and third-party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage (including but not limited to loading and unloading) and non-owned disposal site coverage. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements.

The City and City's members, officials, officers and employees shall be included as additional insureds on the policy. Bidder shall provide copy of this policy endorsement or policy coverage form evidencing additional insured status prior to commencement of services and at any time thereafter upon request.

The minimum limits to be maintained by Bidder (inclusive of any amounts provided by an umbrella or excess policy) shall be $1,000,000 Each Claim or Occurrence and $1,000,000 Annual Aggregate.

Coverage must either be on an Occurrence basis or, if on a Claims-Made basis, the coverage must respond to all claims reported within five years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. If coverage is provided on a Claims-Made basis, evidence of insurance must include the policy retroactive date.

A copy of the policy and any policy endorsement may be required for risk review prior to project commencement and shall be provided to the City at any time upon request.

6. PRICING

All bid prices must be F.O.B./C.I.F. destination, freight prepaid Homestead, Florida with delivery to the location specified at the time of order.

BID FORM

Vendor shall furnish and deliver sixteen (16) Sequencing Batch Reactor (SBR) Decanters for the Wastewater Treatment Facility. All bid prices must be F.O.B./C.I.F. destination, freight prepaid Homestead, Florida with delivery to the location specified at the time of order.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sequencing Batch Reactor (SBR) Decanters.	16	Each		
TOTAL					

7. SUBMITTALS

Respondents are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the e-procurement Portal BEFORE 2:00 pm on Friday, February 13, 2026. The City shall not be responsible for any submission delays or failures caused by any occurrence. Respondents are expected to examine this solicitation, specifications, associated drawings, if any, and all instructions. Failure to do so will be at the Respondent's risk.

Each Respondent shall furnish the information required on each response/submittal form and each accompanying sheet thereof on which an entry is made.

The following items must be completed and uploaded as part of your electronic submittal. **Failure to complete and return required forms may result in your bid being deemed non-responsive and not considered for award.**

These forms must be downloaded, completed, and uploaded as a part of the submittal.

A. BUSINESS ENTITY AFFIDAVIT/CONFLICT OF INTEREST

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

C. DRUG-FREE WORKPLACE PROGRAM AFFIDAVIT

D. SCRUTINIZED COMPANIES FORM

E. E-VERIFY

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

G. W-9 FORM

H. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

I. AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Proof of insurance - If applicable, please refer to Section 5 – Insurance Requirements

Respondents shall register on the City's e-Procurement Portal. Once registered, Respondents may view and click "Follow" to be a Prospective Respondent for this solicitation and will appear on the Follower's list. Respondents that fail to Follow this project will not receive automated Addenda notifications, nor will they be able to submit a response in the Portal, and therefore will be unable to participate, nor be considered for this solicitation. Respondents must click "Draft Response" to properly begin and submit a response in the Portal.

The City will accept responses to this solicitation electronically via the e-Procurement Portal until **2:00 pm on Friday, February 13, 2026**. Responses received after the scheduled due date and time for submission will not be accepted. Responses submitted in any other format other than via the City's e-Procurement Portal, including but not limited to, hard copy (mailed or hand delivered), facsimile, or emailed submittals, will not be accepted, nor considered. The scheduled due date and time for submission will be scrupulously observed.

Neither the City, nor the Software Administrator will be held responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, use of a malfunctioning electronic device, or the like. Respondents shall be solely responsible for ensuring the capability of their computer system while responding to this solicitation, and for the stability of their internet service. Uploading large documents may take significant time depending on the size of the file(s) and the Internet connection speed that the Respondent is using to submit a response. Failure of the Respondent to successfully submit an electronic response before the deadline indicated herein shall be at the Respondent's sole risk, and no relief will be given for late and/or improperly submitted response. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point, the Respondent will also receive an email confirmation from the Portal.

Respondents may withdraw their submittal electronically via the Portal at any time prior to the scheduled due date and time for submission.

7.1. I certify that I have read through the attached solicitation, and I understand all specifications, terms, conditions, and materials provided therein.*

☐ Please confirm

*Response required

7.2. Please download the below documents, complete, and upload with your Bid Package.*

- Bid_Offer_Form.pdf
- COH_Forms.pdf

*Response required

7.3. Bidder's Qualifications:*

Please download the below documents, complete, and upload.

- Bidder_Qualifications_Form-...

*Response required

7.4. Delivery Time: *

Provide the estimated delivery time (in calendar days) for each item. The delivery time should be your best estimate, as orders will be placed based on that information. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

*Response required

7.5. Sequencing Batch Reactor (SBR) Decanters Specifications*

Vendor confirms it has reviewed the specifications, pricing complies fully with those specifications, no deviations have been submitted, and all items proposed are in accordance with specifications provided.

☐ Please confirm

*Response required

7.6. Acknowledgment of Addenda and Q&A*

Bidder acknowledges that they are solely responsible for reviewing the latest questions and answer, notices and addenda associated with this procurement process. Failure to consider key information and changes within your submission may result in your offer being deemed non-responsive if key data or forms are omitted.

☐ Please confirm

*Response required

7.7. Reference #1 - Contact Information

Refer to Section 2.12 References

*7.7.1. Name of Company, City, County or Agency**

*Response required

*7.7.2. Contact Name & Title**

*Response required

*7.7.3. Contact Phone Number**

*Response required

*7.7.4. Contact E-mail Address**

*Response required

*7.7.5. Purchase Order or Contract Number**

*Response required

7.8. Reference #2 - Contact Information

*7.8.1. Name of Company, City, County or Agency**

*Response required

*7.8.2. Contact Name & Title**
*Response required

*7.8.3. Contact Phone Number**
*Response required

*7.8.4. Contact E-mail Address**
*Response required

*7.8.5. Purchase Order or Contract Number**
*Response required

7.9. Reference #3 - Contact Information
*7.9.1. Name of Company, City, County or Agency**
*Response required

*7.9.2. Contact Name & Title**
*Response required

*7.9.3. Contact Phone Number**
*Response required

*7.9.4. Contact E-mail Address**
*Response required

*7.9.5. Purchase Order or Contract Number**
*Response required

7.10. Reference #4 - Contact Information
*7.10.1. Name of Company, City, County or Agency**
*Response required

*7.10.2. Contact Name & Title**
*Response required

*7.10.3. Contact Phone Number**
*Response required

*7.10.4. Contact E-mail Address**
*Response required

*7.10.5. Purchase Order or Contract Number**
*Response required

7.11. Reference #5 - Contact Information
*7.11.1. Name of Company, City, County or Agency**
*Response required

*7.11.2. Contact Name & Title**
*Response required

*7.11.3. Contact Phone Number**

*Response required

*7.11.4. Contact E-mail Address**
*Response required

*7.11.5. Purchase Order or Contract Number**
*Response required

7.12. Reference #6 - Contact Information
*7.12.1. Name of Company, City, County or Agency**
*Response required

*7.12.2. Contact Name & Title**
*Response required

*7.12.3. Contact Phone Number**
*Response required

*7.12.4. Contact E-mail Address**
*Response required

*7.12.5. Purchase Order or Contract Number**
*Response required

7.13. Reference Questionnaires:
Bidders are requested to provide their clients with the Reference Questionnaire forms attached herein and to include completed client reference questionnaires with their Bid, if available at the time of submittal. While Bidders are encouraged to obtain a minimum of three (3) completed questionnaires from the six (6) listed references, the absence of completed questionnaires at the time of Bid submittal shall not, by itself, render a Bid non-responsive. The City reserves the right, but is not obligated, to request additional reference information, completed questionnaires, or clarification from the Bidder after bid opening. Only questionnaires completed by the client references themselves will be considered as part of the evaluation.

The City further reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, contacting current or former clients, reviewing relevant documentation, conducting site visits, and performing other independent confirmation of data.

Refer to Section 2.12

*7.13.1. Reference Questionnaires Forms:**
Please download the below documents, complete, and upload with your Bid Package.

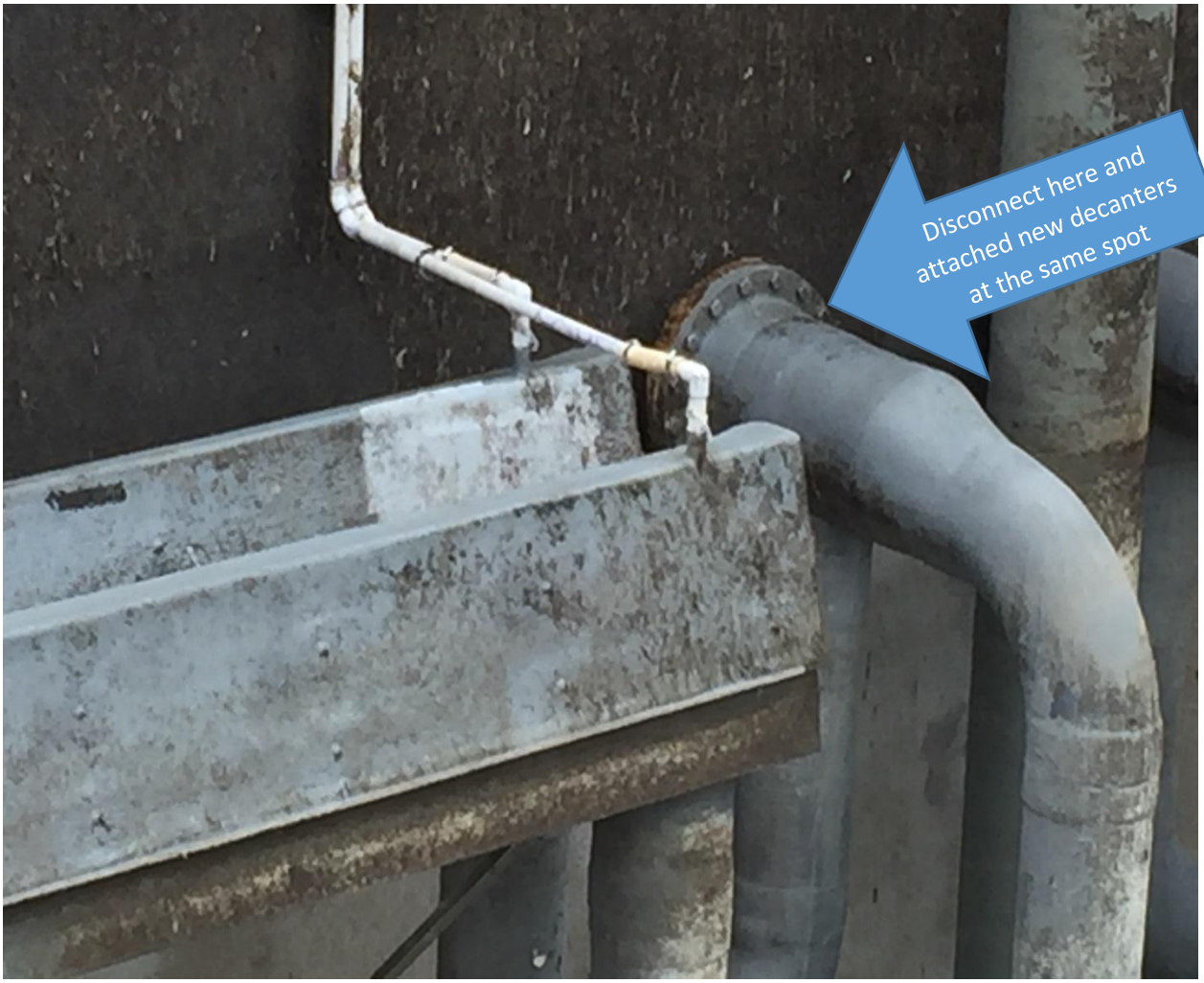
- Reference_Questionnaire_#1.pdf
- Reference_Questionnaire_#2.pdf
- Reference_Questionnaire_#3.pdf

*Response required

7.14. Insurance Requirements
Refer to Section 5.

*7.14.1. Provide evidence of Certificate of Insurance.**
*Response required

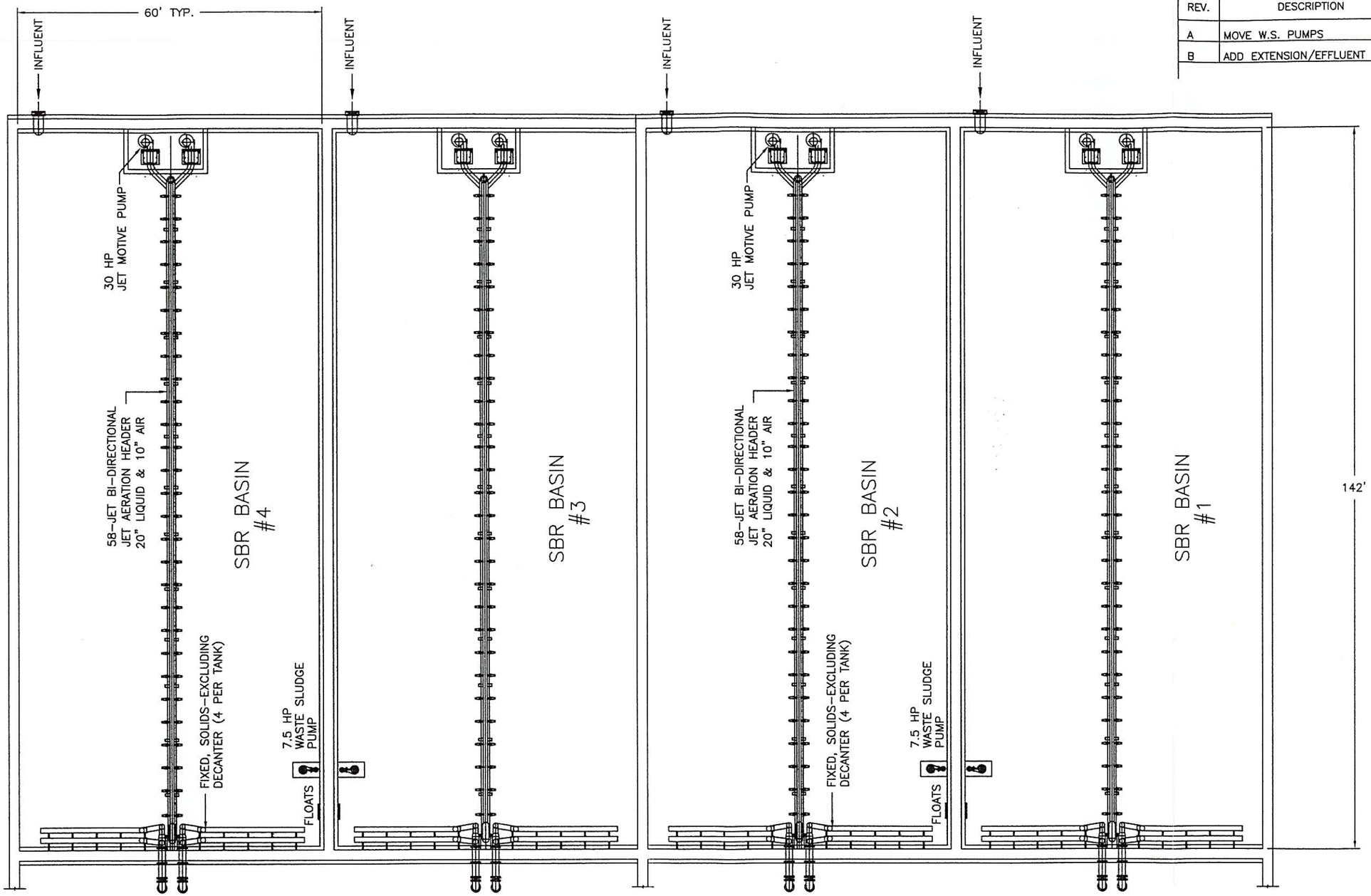

Installation of the air release box
Vent pipes will be replaced with stainless steel, angled (as the orange arrows indicate) and installed as well


Disconnect here and attached new decanters at the same spot


Decanters are connected to the base by 2 bolts at each of this 5 brackets for a total of 40 bolts per tank


New Decanter Design

REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
A	MOVE W.S. PUMPS	9/25/97	
B	ADD EXTENSION/EFFLUENT END	10/1/97	



NOTES:

1. THOROUGHLY REVIEW INSTALLATION INSTRUCTIONS PRIOR TO BEGINNING FIELD WORK. IF YOU HAVE ANY QUESTIONS PLEASE CONSULT FACTORY.
2. ALL NOZZLES TO BE LEVELED AND AT THE SAME ELEVATION ± 1/4".
3. (FJ) MAY REQUIRE CUT-TO-FIT OR ADDITIONAL PIPE FOR FIELD ADJUSTABILITY.
4. SEE INSTALLATION INSTRUCTIONS FOR PROPER PREPARATION TO ENSURE PROPER FITTING OF ALL COMPONENTS BEFORE F.R.P. FIELD WELDING AND FIELD LAMINATING.

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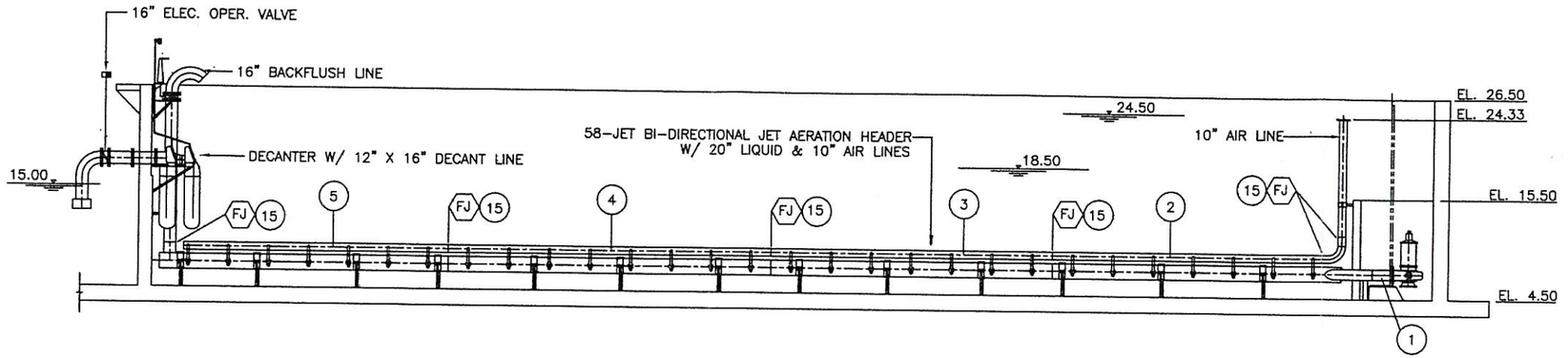
OVERALL PLAN VIEW
HOMESTEAD, FL

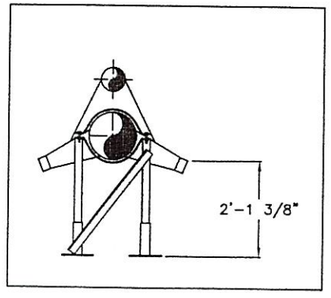
DRAWN	DATE	JOB #	CAD FILE	REV
ABB	10/22/96	HOMSTDPL	HOMSTDPL	
CHECKED	DATE	SCALE	SHEET 1 OF	

CAR 4955-Exhibit #4

REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
A	CHG W.L. EFFLUENT REMOVE UPPER PUMP BRACKETS	9/25/97	
B	ADD EXTENSION–EFFLUENT ADD AIR LINE & PUMP WALL ELEV.	10/1/97	

ELEVATION VIEW – SBR BASIN #1





NOTES:

1. THOROUGHLY REVIEW INSTALLATION INSTRUCTIONS PRIOR TO BEGINNING FIELD WORK. IF YOU HAVE ANY QUESTIONS PLEASE CONSULT FACTORY.
2. ALL NOZZLES TO BE LEVELED AND AT THE SAME ELEVATION ± 1/4".
3. (FJ) MAY REQUIRE CUT–TO–FIT OR ADDITIONAL PIPE FOR FIELD ADJUSTABILITY.
4. SEE INSTALLATION INSTRUCTIONS FOR PROPER PREPARATION TO ENSURE PROPER FITTING OF ALL COMPONENTS BEFORE F.R.P. FIELD WELDING AND FIELD LAMINATING.

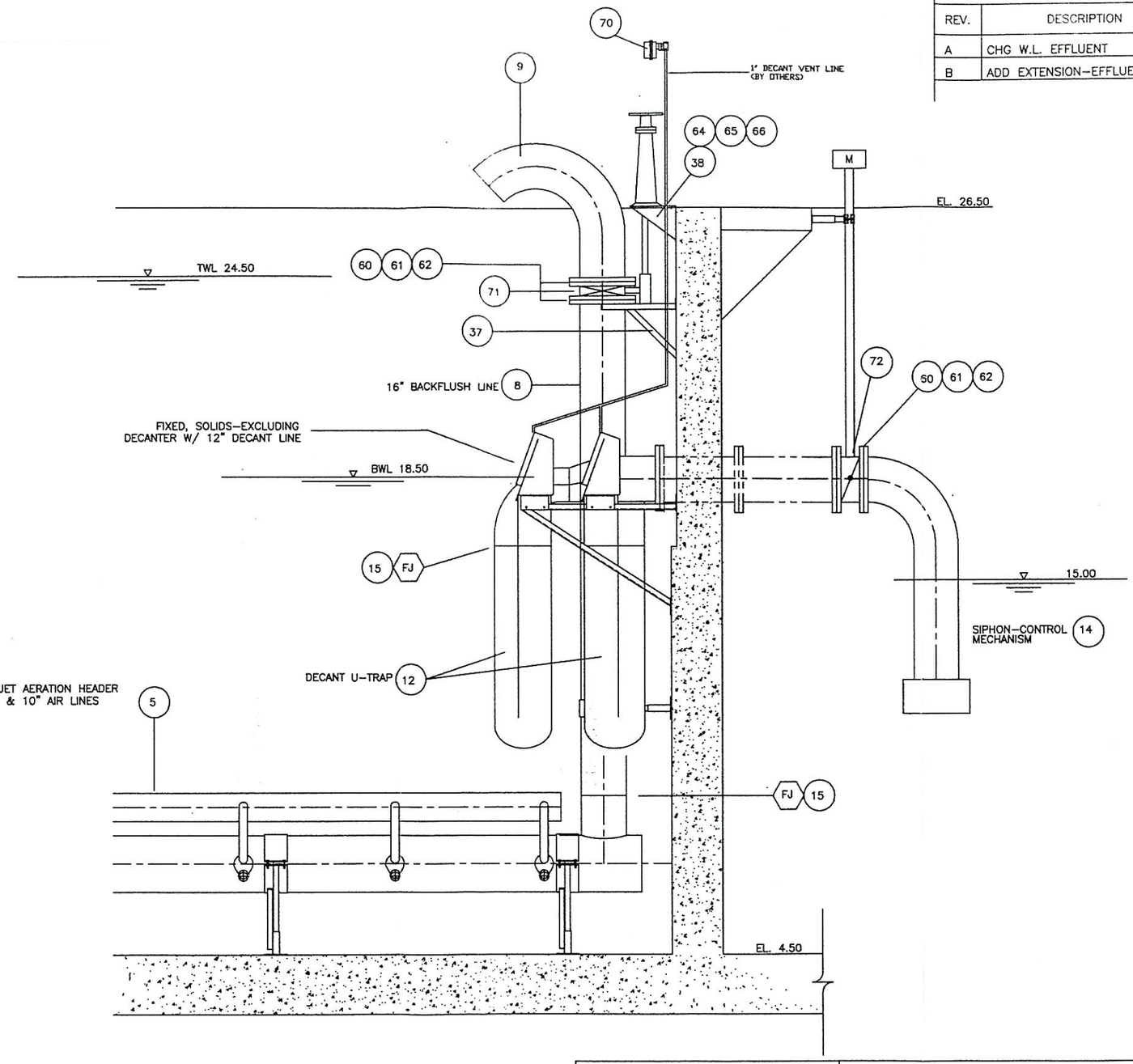
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ELEVATION VIEW
HOMESTEAD, FL

DRAWN	DATE	JOB #	CAD FILE	REV
ABB	10/22/96		HOMSTDEL	
CHECKED	DATE	SCALE	SHEET	

REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
A	CHG W.L. EFFLUENT	9/25/97	
B	ADD EXTENSION–EFFLUENT	10/1/97	



NOTES:

1. THOROUGHLY REVIEW INSTALLATION INSTRUCTIONS PRIOR TO BEGINNING FIELD WORK. IF YOU HAVE ANY QUESTIONS PLEASE CONSULT FACTORY.
2. ALL NOZZLES TO BE LEVELED AND AT THE SAME ELEVATION ± 1/4".
3. (FJ) MAY REQUIRE CUT–TO–FIT OR ADDITIONAL PIPE FOR FIELD ADJUSTABILITY.
4. SEE INSTALLATION INSTRUCTIONS FOR PROPER PREPARATION TO ENSURE PROPER FITTING OF ALL COMPONENTS BEFORE F.R.P. FIELD WELDING AND FIELD LAMINATING.

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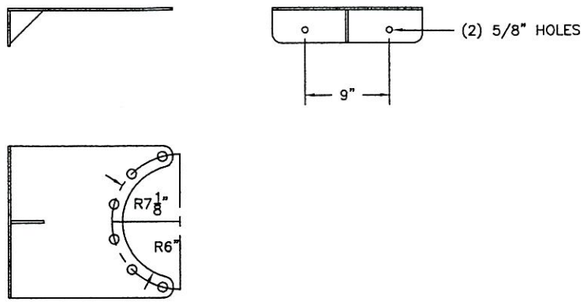
FLUIDYNE

SBR BASIN – BACKFLUSH & DECANT
HOMESTEAD, FL

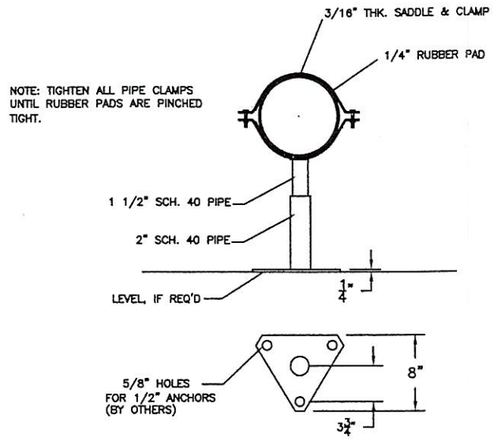
DRAWN	DATE	JOB #	CAD FILE	REV
ABB	3/27/97		HOMSTDBF	
CHECKED	DATE	SCALE		SHEET

CAR 4955-05 Exhibit #4

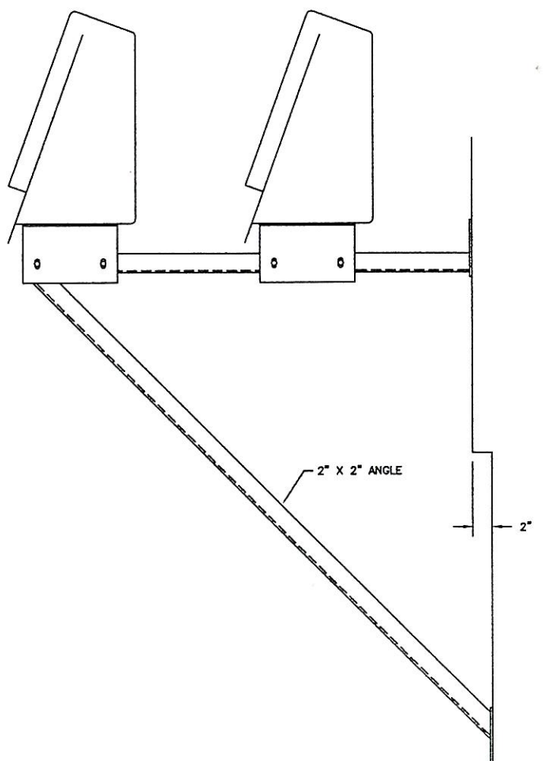
REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
A	ADD 2" OFFSET DECANTER KNEES	9/25/97	



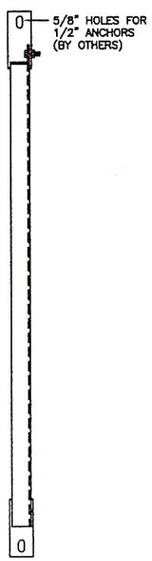
BACKFLUSH VALVE SUPPORT



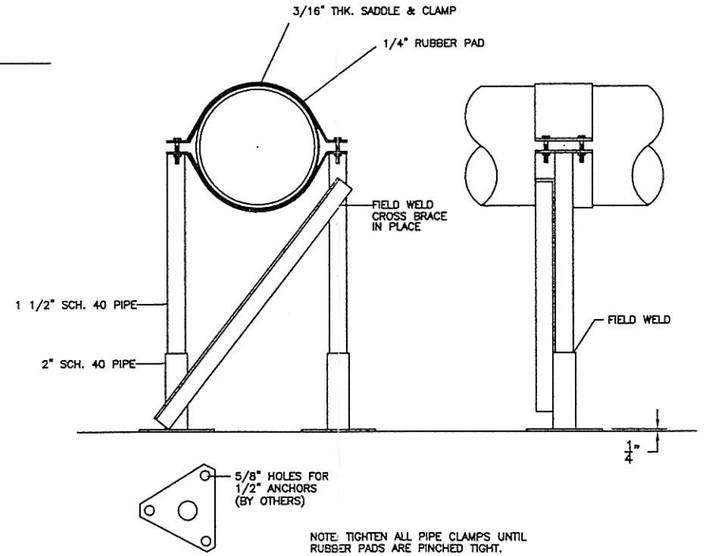
TYP. I-SUPPORT



DECANTER KNEE SUPPORT



TYP. H-SUPPORT



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SUPPORT DETAILS

DRAWN	DATE	JOB #	CAD FILE	REV
ABB	2/3/97	96041SB	DETAILS	
CHECKED	DATE	SCALE	SHEET	

ADDENDUM TO ITB DOCUMENTS

PROJECT NAME **Purchase of Sequencing Batch Reactor (SBR) Decanters for the Wastewater Treatment Facility**

PROJECT No. **202612** **ITB OPENING DATE** **02/13/2026** **ADDENDUM No.** **One**

Addendum Issue Date: **02/11/2026**

To All Bidders:

This addendum is issued to modify the previously issued ITB documents and/or given for informational purposes, and is hereby made a part of the ITB documents. These items are required and must be included with the Bidder's submission.

==========

Revisions to ITB Document:

1. **Revision to Section 2.9 Delivery Time:**
The ~~required delivery time is twenty (20) weeks after receipt of purchase order.~~

~~If a~~ bidder ~~cannot meet the required twenty (20) week delivery timeframe, the bidder shall~~ should indicate the number of calendar days required to complete delivery after receipt of the purchase order, in the space provided. Delivery time may be used as a basis for award.

Delivery shall occur during the user's normal working hours, Monday through Friday, excluding holidays.

Bidders shall specify in Section 7 – Submittals the estimated delivery time, in calendar days. The stated delivery time shall represent the bidder's best estimate, as orders will be issued based on this information.

2. **Addition to Section 2.21 Warranty/Guarantee:**
Only manufacturer's authorized parts or approved equal shall be used in equipment repairs. All parts used must be new. Whenever parts are to be replaced, the Contractor shall ensure that all warranty conditions are maintained. Parts and labor shall be warranted for a minimum period of one (1) year from date of delivery, and the Contractor shall maintain a record of all warranted parts. Manufacturer warranties to be included with the Bid.

3. **Revision of Section 5.6**
Environmental Impairment/Pollution ~~Legal~~ Liability

4. **Deletion of Section 5.7:**
~~Professional Liability~~
~~Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.~~

~~Minimum $1,000,000 per Claim or Occurrence and $2,000,000 Aggregate limits required to be evidenced. Unless coverage is written on an Occurrence Form, the retroactive date must be evidenced on the COI provided to the City and must be no later than the date of this Contract.~~

~~If coverage is written on a Claims-Made form, Bidder shall satisfy the requirements of this Section by either: (1) maintaining a Professional Liability policy as outlined above for 36 months post-completion OR (2) terminating Professional Liability insurance coverage post-completion AND purchasing an Extended Reporting Period ("ERP") Endorsement (with a 36-month term minimum) within 10 working days of policy termination. If Bidder chooses Option (2) at any time post-completion, a copy of the ERP shall be provided to the City within 30 calendar days.~~

5. **Revision to Section 7 Submittals – Delivery Time:**
~~Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time~~

~~may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.~~

~~Submit~~ Provide the estimated delivery time (in calendar days) for each item. The delivery time should be your best estimate, as orders will be placed based on that information. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

Questions received through OpenGov Question & Answer Section:

1. Q: Please provide information on the existing SCADA system.

   A: No SCADA programming information will be shared at this time, as the wastewater treatment facility's SCADA system is confidential. Relevant details will be disclosed to the selected bidder on an as-needed basis.

2. Q: Are there any other bid documents than what has been submitted? 2.3 Plans refers to Section 9 - Attachment A and B. Assume this should be Section 8?

   A: Refer to Section 8 – Attachments for A and B for plans related to this ITB.

3. Q: Please advise what is meant by all bids submitted shall be binding for 365 calendar days following the Bid Opening. We are an equipment supplier and intend to hold our bid pricing for up to 90 days from bid date from receipt of a purchase order. We understand that equipment would be purchased within that 90 day window and fabrication would occur after purchase?

   A: The bidder is required to keep the bid valid and unchanged for a period of 365 calendar days from the date of bid opening.

4. Q: We are an equipment manufacturer and not a licensed contractor. There is language throughout the document that pertains more to a contractor who would be working on site instead of an equipment supplier who is providing equipment to be installed on site by others and therefore this language would not be applicable or appropriate.

   A: Refer to Section 3.1 Definitions – L: Contractor.

5. Q: Please confirm that Davis-Bacon and ARRA are not applicable. We are an equipment manufacturer and neither would apply to our scope.

   A: Davis-Bacon and ARRA are not applicable.

6. Q: Typically we would prepare submittal drawings for approval of equipment prior to beginning fabrication. The 20 week lead time does not reference submittals and submittal approval. Please advise

   A: Refer to Section 7 – #3 Submittals Delivery Time to indicate delivery time. Delivery time should be fully inclusive of all submittals, reviews, approvals, fabrication, and final delivery.

7. Q: We will provide our standard certificate of insurance naming the City of Homestead as additionally insured with our bid. We are an equipment manufacturer. The insurance requirements in 5.6 and 5.7 cannot be provided. Please confirm this is acceptable.

   A: Refer to revision of sections 5.6 and deletion of section 5.7.