

Town of Pembroke Park
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov



**TOWN OF PEMBROKE PARK
INVITATION TO BID (ITB)
UNDERGROUND UTILITY LOCATION SERVICES
BID PACKAGE ITB NO. 22-04**

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

Thursday, March 31, 2022 at 3:00 PM, EST

TOWN OF PEMBROKE PARK
ATTENTION: TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS ITB ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

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TOWN OF PEMBROKE PARK

INVITATION TO BID UNDERGROUND UTILITY LOCATION SERVICES ITB NO. 22-04

SECTION 1 - INFORMATION

1. BACKGROUND

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,700 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town is governed by a five (5) Town Commissioners, operating under a Commissioner/Manager form of government and has 32 employees. Commissioners are elected at large and serve for four (4) year terms. The Town Commission is responsible for passing Town Ordinances and Resolutions, adopting the annual budget, appointing committees, and setting policies. The Town Manager is responsible for the overall management and administration of each Department within the Town and implements Town policies at the direction of the Town Commission.

The Town provides a range of traditional municipal functions. These include police protection, fire rescue services, water, and sewer services, planning and zoning services, maintenance of roadways, and recreational opportunities.

2. DESCRIPTION OF WORK

Town of Pembroke Park, Florida ("TOWN") is soliciting sealed bids from qualified individuals or firms to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and all incidentals necessary to provide Underground Utility Location Services as an extension of the Town staff and assist with locating and marking underground utility facilities.

The TOWN will consider Bids only from responsible and responsive Bidder(s) licensed and qualified by experience to provide and do the work specified.

These instructions herein are standard for all service contracts issued through the Town of Pembroke Park Finance and Budget Department. In this document, Invitation to Bid (ITB) and Request for Proposal (RFP), bids and proposals are interchangeable.

3. SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of ITB	Monday, February 28, 2022
Deadline for questions	Monday, March 21, 2022
Bids due date	Thursday, March 31, 2022
Award bid selection recommendation	Wednesday, April 13, 2022
Contract Award	Wednesday, April 27, 2022

**All dates are subject to change at the discretion of the Town.*

SECTION 2 – GENERAL CONDITIONS

1. GENERAL TERMS AND DEFINITIONS

i. Definitions

Addendum/Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The proposer to whom award has been made.

Invitation to Bid (ITB): Shall mean this solicitation documentation, including any and all addenda. An ITB involves tabulation of Bids, and award shall to the lowest bidder.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Removal: To be removed, hauled away from site, and safely disposed at Contractor's expense.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Town: Shall refer to the Town of Pembroke Park

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The Town has established for purposes of this ITB that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

ii. Equal Opportunity Agreement

In connection with work performed under a Town contract, a Bidder agrees, upon receipt of a written award or acceptance of a contract, to support and abide by all State and Federal Equal Opportunity laws and regulations.

By submitting a bid in response to this solicitation, a Bidder agrees to:

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, age, marital status, or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants; and
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Bidder is an "Equal Opportunity Employer".

iii. Public Entity Crimes

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

iv. Issuance of Addenda

If this solicitation is amended, the Town will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

Bidders shall acknowledge receipt of each addendum to this solicitation by signing and returning the addendum. The Town must receive the acknowledgment by the time and date, and at the location specified for receipt of bids.

v. Payment

Prompt Pay Policy: It is the policy of TOWN to fully implement the provisions of the State of Florida Prompt Payment Act.

Payment for work shall be authorized upon completion of all work specified in "Scope of Work" of this specification. Invoices will be subject to verification by the Interim Public Services Director Myriam Jacques. Request for payment invoices shall be submitted to TOWN using company Contractor's letterhead and logo, addressed to: Town of Pembroke Park, 3150 SW 52nd Avenue, ATTN: Director of Finance, Pembroke Park, FL 33023. The invoice shall include the following: Company name, invoice number, date of invoice, project name, purchase order number, Town's address, and work item for which payment is being requested.

Withholding Payment: In the event a contract is canceled under any provision herein, TOWN may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

vi. Access To Meetings

Persons with disabilities requiring reasonable accommodations to attend meetings, please call the Town Clerk at (954) 966-4600 at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Evaluation Committee meetings will be posted in TOWN's office as far in advance of the meeting as possible.

vii. Confidentiality

By submitting a bid in response to this solicitation, a Bidder acknowledges that TOWN is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Bidder further acknowledges that any materials or documents provided to TOWN may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Bidder provide TOWN with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Bidder shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Bidder shall submit to Town both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Bidder fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated and provided the affected Bidder has otherwise fully complied with this provision, TOWN, in reliance on the representations of the Bidder, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, TOWN shall notify the Bidder of that request, and the Bidder shall reply to such notification, in a writing that must be received by TOWN no later than 4:00 p.m., ET, of the second Town business day following Bidder's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Bidder refuses to permit disclosure or copying, the Bidder agrees to, and shall, hold harmless and indemnify TOWN for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by TOWN, or assessed or awarded against TOWN, in regard to TOWN's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Bidder is not initially named as a party, the Bidder shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any bid submitted by a Bidder in response to the ITB and shall constitute TOWN's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to TOWN.

2. PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Services, equipment, and workmanship not conforming to the intent of the Contract Agreement or meeting the approval of TOWN may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to TOWN.

Bids must clearly state any warranties and guarantees against Subcontractor's workmanship and material. In the event of default by the Bidder, TOWN reserves the right to procure the necessary services from other sources and hold the Bidder responsible for any excess costs incurred as a result of such action.

Any variations from the RFP/ITB specifications, no matter how slight, including substitutions of products or methods must be noted and explained fully in a submittal with Bid entitled "Proposed Specifications". If no exceptions are noted, it shall be understood that the specifications will be adhered to exactly as listed in the specifications section of this document.

Where an "or EQUAL" is specified, TOWN shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by TOWN in writing. If specifications are in contradiction, or if they contain any errors or omissions, Bidders shall notify the Public Services Department at MJacques@tppl.gov at least ten (10) working days before the Bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

3. EMPLOYEES

Contractor shall provide qualified staff to perform all installation activities. Contractor shall have an "on-site" supervisor who speaks and reads English and is fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements, and OSHA safety standards and regulations.

4. VARIATIONS TO SPECIFICATIONS

For each work authorization, Bidder must indicate any variance to the specifications, terms, and/or conditions, provided by TOWN, no matter how slight. If variations are not stated in the cost estimate to TOWN; it will be assumed that the product or service fully complies with the specifications, terms and/or conditions given for each specific work request.

5. REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to TOWN's Public Services Assistant Director, or designee, by the deadline stated herein via e-mail at MJacques@tppl.gov. Oral instructions are not binding. All questions and interpretations will be clarified in writing to all Bidders by written addenda. Failure of a Bidder to receive and/or acknowledge any addendum shall not release the Bidder from any obligations under this Bid.

6. PURCHASE BY OTHER GOVERNMENTAL AGENCIES

Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced from there and make its own payments, and issue its own exemption certificates as required by the Bidder. It is understood and agreed that Owner is not a legally binding party to any contractual agreement made between any governmental unit and the Bidder as a result of this Bid.

7. RIGHT OF REJECTION

The Town reserves the right to waive any informality in any bid, to reject any or all bids in whole or in part, with or without cause, and/or to accept the bid that in its judgment will be in the best interest of the Town.

8. RECYCLED CONTENT INFORMATION

In support of the Florida waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The Owner is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The Owner also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

9. PERFORMANCE BOND

A 50% performance bond is required for this project. Contractor shall within fifteen (15) working days after notification of award, furnish to TOWN a Performance Bond, payable to the Town of Pembroke Park, Florida, in the face amount specified as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to TOWN thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

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

10. BID CONTENT

MINIMUM BID CONTENT

Bidder Statement of Organization

- A. Provide Bidder information as follows: (Use TOWN Forms)
 - i. Legal contracting name including any fictitious name.
 - ii. State of organization or incorporation.
 - iii. Ownership structure of Bidder's company. (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
 - iv. Federal Identification Number.
 - v. Contact information for Bidder's Local office (if any).
 - vi. List of officers, owners and/or partners, or managers of the firm. Include names, business addresses, email addresses, and phone numbers.
 - vii. Any additional organizational information that Bidder wishes to supply to augment its organizational structure.
 - viii. Contact information for Bidder's primary representative during this ITB process. Include name, phone number, e-mail, mailing address, city, state, zip.
 - ix. Briefly summarize any potential conflicts of interest, pending or current litigation relating to the performance of requested financial advisory services in which Bidder is a party, if applicable.
- B. Bidder Personnel and References: (Use TOWN Forms)
 - i. Identify the key staff members Contractor intends to assign to the project.
 - ii. Submit at least three (3) client references for whom Contractor has provided services similar to those specified in this ITB in the past five (5) years. Each client reference should include the following:
 - Organization name
 - Contact name(s)
 - Contact email address
 - Street address
 - Telephone numbers
 - Dates of service (start/end)
 - Scope of work (brief description)

11. BID SUBMISSION INSTRUCTIONS

- A. Bidder shall complete and submit the following documents by the deadline set forth herein:
 - Quotes Bid
 - Bidder Statement of Organization as described in Item 15 above using TOWN forms herein the bid documents.
 - Bid Signature Page

- Questionnaire
 - Acknowledgement
 - Vendor/Bidder Disclosure
 - References
 - Public Entity Crimes
 - Conflict of Interest Disclosure
 - Non-Collusion Statement
 - Confirmation of Drug-Free Workplace
 - Acknowledgement of Addenda
- B. Submit one (1) original complete package, two (2) duplicate complete packages, and one (1) electronic copy of the Bid package on USB drive in a sealed envelope to the Town of Pembroke Park Town Clerk. All packages shall be clearly marked on the outside of the envelope: **“TOWN OF PEMBROKE PARK ITB 22-04 UNDERGROUND UTILITY LOCATION SERVICES”**
- C. The Bidder’s name and address, date and hour set for the Bid opening shall also be included on the outside of the envelope, along with documents listed in Item 17 below.
- D. Submit the sealed Bid package to Town of Pembroke Park, Attn: Town Clerk, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023 on or before **Thursday, March 31, 2022** at 3:00 P.M. Late Bids shall not be accepted.
- E. Please allow for normal mail delivery time to ensure timely receipt of bids, if using regular mail.
- F. Bids may not be submitted by e-mail or fax.
- G. Selected Bidder shall return the following items:
- Business License
 - Insurance Certificate
 - Completed Form W-9

SECTION 3 – AGREEMENT

AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2022

by and between _____ Party of the First Part, and

_____(OWNER), Party of the Second Part:

W I T N E S S E T H:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the work in manner and form as provided by the Specifications and Instructions which are attached hereto and made a part hereof, as if fully contained here:
2. That the First Party shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all work hereunder within the length of time stipulated in the BID.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications of Proposal, in lawful money of the United States based on the actual quantities and Unit or Lump Sum Prices contained herein.
4. That the Second Party shall make monthly payments to the First Party on the basis of a duly certified and approved invoice of work performed during each calendar month by the First Party, LESS any credits, deletions or damages as provided in the General Conditions.
5. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the work, the First Party shall, at its expense within five (5) business days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

AGREEMENT (continued)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:	CONTRACTOR:	_____

_____	BY:	_____
	NAME: TITLE:	_____

	OWNER: BY:	
	NAME: TITLE:	_____

AUTHENTICATION:		_____

BY: _____

NAME: _____

TITLE: _____

APPROVED AS TO FORM:

BY: _____

NAME: _____

TITLE: _____

END OF SECTION

AGREEMENT (continued)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

CONTRACTOR:_____

BY: _____

NAME: _____

TITLE: _____

OWNER: _____

BY: _____

NAME: _____

TITLE: _____

AUTHENTICATION:

BY: _____

NAME: _____

TITLE: _____

APPROVED AS TO FORM:

BY: _____

NAME: _____

TITLE: _____

END OF SECTION

1. CONDITIONS TO AGREEMENT

ACCEPTANCE, CONDITION, AND PACKAGING: All material delivered on site shall remain the property of the Seller until after TOWN's physical inspection and satisfactory acceptance of the material. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. TOWN will not accept substitutes of any kind. All items or material not meeting specifications will be returned to the Bidder at the Bidder's expense. Payment will be made only after TOWN's receipt and acceptance of materials or services.

ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of TOWN. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of TOWN Commission, or TOWN Manager, or Town Manager's designee, depending on original award approval.

CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of TOWN for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in Contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from TOWN's Bidder mailing list for a specified period of time, during which Bidders will not be recommended for contract award.
- All Town Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

ELIGIBILITY: The Contractor must be registered with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with TOWN.

INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under any Contractor pursuant to this ITB. Personnel services for the Contractor shall be performed and supervised by the Contractor, and not by officers, employees, or agents of TOWN. Contractor's personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under any Contract shall be those of the Contractor.

LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that apply to the Bid Documents and Contract Documents.

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

OTHER GOVERNMENTAL ENTITIES: An awarded Bidder may be requested to provide goods and services to other governmental agencies if Bidders have sufficient capacity or good quantities available. The awarded good or services shall be provided in accordance with the terms and conditions of the ITB and contract. Prices shall be F.O.B. delivered to the requesting agency.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless TOWN and its employees from liability of any nature and 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 a Contract, including its use by TOWN.

If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

PERMITS, TAXES, LICENSES: The successful Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules, and regulations applicable to business to be carried out under any Contract. Contractor will be reimbursed for all TOWN building permits.

RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to a Contract. The Contractor agrees to make available to TOWN's Internal Auditor, during normal business hours all books of account, reports and records relating to a Contract. These accounting records shall be retained for the duration of a Contract and for three years after the final payment under a Contract, or until all pending audits, investigations or litigation matters relating to a Contract are closed, whichever is later.

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

TERMINATION FOR CAUSE: If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Bid Documents or Contract Documents, or if the Contractor violates any of the provisions of this the Bid Documents or Contract Documents, TOWN may upon written notice to the Contractor terminate the right of the Contractor to proceed under the Bid Documents or Contract Documents, or with such part or parts of the Bid Documents or Contract Documents as to which there has been default, and may hold the Contractor liable for any damages caused to TOWN by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under the Bid Documents or Contract Documents shall, at the option of TOWN, become TOWN's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of TOWN. The Contractor, however, shall not be relieved of liability to TOWN for damages sustained by TOWN by reason of any breach of the Bid Documents or Contract Documents by the Contractor, and TOWN may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to TOWN from the Contractor can be determined.

TERMINATION FOR CONVENIENCE: TOWN reserves the right, in its best interest as determined by TOWN, to cancel a Contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of discussions with Town employees. Only those communications which are in writing from an authorized TOWN representative shall be considered.

END OF SECTION

SECTION 4 – AGREEMENT CONTRACTOR MINIMUM QUALIFICATIONS

Contractors proposing to perform services pursuant to the attached Scope and Agreement must meet the following minimum criteria:

- a. Contractor must be licensed in accordance with Item 8 of this section.
- b. Contractor must be regularly engaged in the practice of utility location or subsurface utility engineering and must provide documented proof detailing a minimum of five (5) years satisfactory experience providing contracted utility location or subsurface utility engineering services in the State of Florida. Contractor must also demonstrate a minimum of three (3) years documented experience locating water, sewer, and pressurized storm water systems in the State of Florida.
- c. Contractor must be regularly engaged in the practice of Subsurface Utility Engineering in accordance with Standard 38-02 recommendations and must provide documented proof detailing a minimum of three years' experience providing contracted surveying services.

Contractors not meeting the minimum criteria will be deemed non-responsive and will not be considered for Contract award. The Owner reserves the right to review all proposals and award to the responsive and responsible low bidder meeting all the minimum qualifications and in the best interest of the Owner. The Owner reserves the right to reject any or all bids.

1. SCOPE

Bids are hereby requested on an open-end basis for Locate/Mark Underground Facilities.

The initial Contract period shall start on the date of award and shall terminate three (3) years from that date. The Contractor will complete delivery on any orders submitted to the Contractor prior to the date of Contract expiration.

The Public Services Director may renew this Contract for up to two (2) consecutive one-year periods, subject to vendor acceptance, satisfactory performance, best interest of the Owner and the annual escalation factor detailed below.

All prices and terms shall remain fixed for the initial three-year period of the Contract. An annual escalation factor of 2% or the Consumer Price Index (CPI), whichever is greater, shall be applied to the unit prices of Contract items for all subsequent renewals. All other terms and conditions shall remain unchanged throughout the life of the Contract.

In the event services are scheduled to end due to the expiration of this Contract, the Contractor shall continue the service upon the written request of the Public Works Director. The extension period shall not exceed more than 180 calendar days beyond the expiration date of the existing Contract. The Contractor shall be compensated for the services at the rate in effect when the extension clause is invoked by the Finance Director.

No guarantee is expressed or implied as to the total quantity of any commodity or service to be purchased under this open-end Contract. Estimated quantities will be used for bid comparison only.

2. AWARD CRITERIA

Town shall tabulate and evaluate only bids received from responsive and responsible Bidders, and award to the lowest Bidder.

Award will be based on low total amount bid and a review of the following criteria;

- a. Professional Licensure (As indicated by Item 8 - Licensure)
- b. Previous satisfactory performance on similar contracts
 - i. *Contractor must provide references with contact names and numbers. Minimum of three (3) references utilizing the included reference form.*
- c. Satisfactory review of past or pending At-Fault damage claims (Section "7")
- d. Satisfactory review of pending litigation (potential awards, liens or judgments could affect the standing or worthiness of the Contractor and his ability to provide the services contracted or warrant the performance of said services)
 - i. *Contractor shall have no outstanding judgments.*
- e. Satisfactory review of the proposed personnel and equipment intended for use in conjunction with the provision of services specified in this Contract.
 - i. *Contractor to provide resumes of key personnel detailing a minimum of 3 years' experience performing similar work within the South Florida Area.*
 - ii. *Contractor shall provide a listing of equipment available and proposed for use on this project. Proposed equipment may be inspected by Owner.*

3. SPECIFICATIONS AND REQUIREMENTS

Technical Specifications & Requirements are attached hereto and made a part hereof as Attachment "A".

Note: Whenever the Technical Specifications address a third party (i.e. manufacturer, subcontractor, etc.) it is to be construed as the Contractor through the third party.

4. INSURANCE

The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by TOWN.

The Contractor must purchase and maintain, at its own cost, primary insurance(s) with the minimum coverage limits described below. Insurance(s) must be with insurers and formats acceptable to Town, covering all premises and operations, and in force from the beginning of the project through the warranty period. The selected Contractor will be responsible for any deductible losses required in its insurance(s).

Commercial General Liability

- Combined single limits of one million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

Coverage must include bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, explosion, collapse and underground coverage, products, and completed operations. The policy must also contain a provision for severability of interests. TOWN, its elected officials, officers, and employees must be named on the certificate as additional insured.

Professional Liability

- One million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

Workers' Compensation Insurance

- Six hundred thousand dollars (\$600,000) each accident

Employer's Liability Insurance

- Six hundred thousand dollars (\$600,000) each accident
- Six hundred thousand dollars (\$600,000) disease - policy limit
- Six hundred thousand dollars (\$600,000) disease

TOWN, its elected officials, officers, and employees must be named on the certificate as additional insured.

Comprehensive Automobile Liability

- Bodily injury and property damage
- Combined single limits of six hundred thousand dollars (\$600,000) each occurrence
- Six hundred thousand dollars (\$600,000) aggregate

Automobile coverage shall be for each owned, non-owned or hired Contractor vehicle (including employee-owned vehicles) used for the project and shall also contain a provision for severability of interests. TOWN, its officials, and employees must be named on the certificate as additional insured.

Certificates of insurance must be received and approved by TOWN prior to the beginning of services. Certificate(s) must identify the project and indicate that cancellation, termination, or material change to the policy will not occur without 30 days prior written notice to TOWN. If asked, the Contractor must provide a certified copy of any policy and/or endorsement. Should the Contractor fail to purchase or maintain insurance(s) as required, TOWN may either terminate the contract or purchase the required insurance and recover the cost from the Contractor.

5. INDEMNIFICATION

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to attorney's fees and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any intentional or negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish the services, or anyone for whose acts the Bidder may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of Bidder, by any person or organization directly or indirectly employed by Bidder to perform or furnish any of the work, or by anyone for whose acts Bidder may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Bidder under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

6. PERMIT AND FEES

There are no known Permits or Fees associated with this Contract or the performance thereof.

7. PERMITS AND FEES (FOR AGENCIES OTHER THAN OWNER)

The CONTRACTOR shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in price bid except, where noted in the specifications and requirements.

8. LICENSING REQUIREMENTS

In order to be considered a responsible bidder for the scope of work set forth in these bid documents, the bidder shall possess at least one of the following license(s) at the time of bid submittal:

State of Florida Certified Land Surveyor

(Certificate of Authorization from the Florida Department of Business and Professional Regulation certifying the firm operates as a surveying business)

State of Florida Registered Professional Engineer

(Certificate of Authorization from the Florida Department of Business and Professional Regulation certifying the firm operates as an engineering business)

Bidders must submit proof of valid registration in the above license category (ies) with their bid submittal. Failure to include the required proof of registration with the bid submittal will result in the bid being rejected for non-responsiveness.

9. OCCUPATIONAL LICENSE REQUIREMENTS

Occupational license will be required pursuant to Chapter 205.065 Florida Statutes.

10. BID GUARANTY

All bids shall be accompanied by either an original bid bond executed by a surety company meeting the qualifications for surety companies or by cash, money order, certified check, cashier's check, original irrevocable letter of credit, (Attachment "B") treasurer's check or bank draft of any national or state bank (United States), in an amount equal to five (5) percent of the total bid price, payable to the Owner and conditioned upon the successful Bidder executing the Contract and providing the Performance and Payment Guaranty and evidence of insurance within five (5) calendar days after notification of intent to award of the Contract. A personal check or a company check of a Bidder shall not be deemed a valid bid guaranty. Guaranty of the successful Bidder shall be forfeited to the Owner not as a penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to provide the required Performance and Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth herein. Bid Guaranties of the unsuccessful Bidders will be returned after award of Contract. IMPORTANT— Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and authorized to transact business in the State where the project is located.

11. PAYMENT

A Blanket Purchase Order will be issued to the successful bidder after award and after receipt of the documents specified herein. Final payment and release of any and all retainage will be paid in full upon completion of all requirements.

1. Partial Payments shall only be made upon approval of the CONTRACTOR'S Application for Payment showing work performed and completed:
 - 11.1.1 Payments shall be based on the unit quantities completed within the billing period (Unit Quantity X Unit Price = Item Total, the sum of all item totals will equate to the payment amount due for the billing cycle).
2. Less repair and/or replacement of faulty or defective Work.
3. The OWNER is satisfied all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the OWNER might in any way be responsible have been paid or otherwise satisfied to the extent and in such form as may be designated by the OWNER.
4. Back-up documentation of quantities billed to Owner, either in printed form or electronic media.

12. SUBCONTRACTING

After award and prior to start of construction, the CONTRACTOR shall submit a listing of all subcontractors, if any, and the portion of the Contract they will perform. If subcontractors are stated, this does not relieve the CONTRACTOR from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract.

The Prime Contractor shall complete at least 75% of the work associated with this Contract.

13. CODE REQUIREMENTS

The CONTRACTOR and his subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. CONTRACTOR shall ask for and receive any required inspections.

Location and designation of subsurface facilities shall be performed in accordance with ASCE 38-02, Florida Statute 556 & 337 and applicable subsections, APWA / ULCC accepted marking codes and practices.

14. CONTRACTOR RESPONSIBILITIES

The CONTRACTOR will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in his Bid. The CONTRACTOR is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his own manufacture.

15. DRUG-FREE WORKPLACE CERTIFICATION

Award will be made only to firms certifying the establishment of a drug free workplace. CONTRACTOR must complete and submit the Drug Free Workplace Certification to TOWN prior to an award being made. Failure to provide this certification will render CONTRACTOR unqualified and ineligible for award.

SECTION 5 - TABULATION OF BIDS AND SELECTION PROCESS

To receive consideration, bids must be received prior to, or on the Bid opening date and time. Unless otherwise specified, Bidders shall use the Bid forms provided with the Bid Documents by TOWN. These forms may be duplicated, but failure to use the forms will cause the Bid to be rejected. All corrections on the Bid shall be made in ink and initialed by Bidders in ink. All information submitted by the Bidder shall be printed, typewritten, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by TOWN in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids sent via FAX will be rejected. Bids will be publicly opened by the Town Clerk, in the presence of Bidders, the public, and TOWN's staff. Bidders and the public are invited and encouraged to attend Bid openings. Bids will be tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

SECTION 6 - CONTRACT AWARD

Any contract, as a result of this ITB, will be submitted to the Town Commission for its approval. The Contract award, if any, shall be made to the lowest responsive and responsible Bidder whose Bid shall be deemed by TOWN to be in the best interest of TOWN. TOWN's decision to make the award and which Bid is in the best interest of TOWN shall be final.

SECTION 7 - SCOPE OF WORK

All blanks have been filled in, BID SHEET is attached to the completed "Invitation For Bid" and returned herewith. In accordance with all terms, conditions, specifications and requirements, the Bidder offers the following:

Item #	Estimated Annual Quantity	Unit	Description of Service	Unit Price	Item Total
1	5,000	EA	Standard Locate and mark ALL Town-Owned Facilities in the Area Specified in the SSOCOF Ticket, or White Lined by Excavator. See Attachment "C" - Standard Locate		
2	500	EA	Locates with Ground Penetrating Radar (GPR) and Mark Town-Owned Facilities. See Attachment "C" – GPR Locates		
3	100	EA	Locate with Vacuum Digging (POT-HOLING) and Mark Town-Owned Facility. See Attachment "C" - Potholing		
4	100	EA	Placement of Electronic Markers after a line has been exposed through Vacuum Digging. Owner to supply Electronic Markers. See Attachment "C" - Placement of Electronic Markers		
5	200	EA	The taking of GPS coordinates utilizing sub-meter equipment. See Attachment "C" - GPS Coordinates		
6	10	EA	Emergency - Standard Locate 5:00 p.m. – 5:00 a.m. Weekdays and all day Saturday & Sunday. See Attachment "C" - Emergency Locates.		
7	5,000	EA	Electronic Ticket Management. Receipt and Delivery of Request to Locate tickets from Sunshine State One Call.		
8	6,750	EA	Screened and Cleared Tickets. Receive Request to locate ticket from SSOCOF, screen and clear for "out of area" etc. See Attachment "C" Screen & Clear Tickets		
9	1	SF	Perform Three-Dimensional Radar Services for small surface area 10,000 SF to 15,000 SF. Price per SF. See Attachment "C" - Three-Dimensional Radar Services (small area)		
10	1	SF	Perform Three-Dimensional Radar Services for medium surface area 15,001 SF to 50,000 SF. Price per SF. See Attachment "C" - Three-Dimensional Radar Services (medium area)		
11	1	SF	Perform Three-Dimensional Radar Services for large surface area 50,000 SF and greater. Price per SF. See Attachment "C" - Three-Dimensional Radar Services (large area)		
Subtotal for 1st Year Usage					
Subtotal for 2nd Year Usage					
Total for 3rd Year Usage					

Jobsite visitation is strongly recommended; submission of a Bid will be construed that the Bidder is acquainted sufficiently with the work to be performed.

Delivery requirements will be identified in each Purchase Order issued against this contract.

NAME OF COMPANY:

AUTHORIZED SIGNATURE:

By signing this Bid sheet, the firm is agreeing to the terms and conditions of the Invitation to Bid.

In accordance with "Special Instructions to Bidder" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

WOULD YOU ACCEPT CREDIT CARDS AS PAYMENT FROM OWNER? YES ☐ NO ☐

THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUESTED.

YES ☐ NO ☐

WILL THIS PRICING BE EXTENDED TO OTHER GOVERNMENTS LOCATED IN DADE OR PALM BEACH COUNTIES?

YES ☐ NO ☐

OTHER GOVERNMENTS LOCATED WITHIN THE STATE OF FLORIDA? YES ☐ NO ☐

Email Address:	
Cellular #:	
Federal Tax ID #:	
Remit Address:	

NOTICES TO BIDDER:

1. Please check the Federal Employer's Identification Number (FEIN) and other information on the face of the invitation to Bid/Bidder Acknowledgment Form (IFB) and MAKE APPROPRIATE CORRECTIONS ON THE IFB.
2. IF THE OWNER DOES NOT HAVE THE CORRECT INFORMATION, PAYMENTS CANNOT BE MADE TO YOUR FIRM.
3. BE SURE TO HAVE THE INVITATION TO BID, [BIDDER ACKNOWLEDGMENT FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

NAME OF COMPANY:	
AUTHORIZED SIGNATURE:	

ATTACHMENT "A"

SPECIFICATIONS AND REQUIREMENTS

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

- A. Provide sufficient qualified staff, office, and field equipment (computer communications equipment) compatible with and capable of interfacing with the One Call Ticket Management System and Software.
- B. The Contractor shall in addition to the use of Owner provided hard copy prints; may utilize digital Facility plans (GIS), if available, as a source of information for their field technicians.
- C. Their field personnel shall be equipped with laptops or other suitable portable electronic equipment capable of managing information in digital format. Such equipment shall be capable of direct wireless access to ticket management and information systems and shall be capable of receiving immediate notification of "Emergency" locate requests. Such equipment shall further utilize wireless cellular modems and be capable of receiving direct email and/or dispatch from the Owner. The field personnel shall be capable of receiving and displaying electronic data in the form of CADD drawings, maps, atlases, or GIS databases and shall utilize said information when and where possible for the purpose of conducting facility locations.
- D. The Contractor will store and safeguard all Owner provided location maps or records made available for locating purposes in a clean dry area in their facility. The Owner shall provide the contractor, if available or applicable, with computerized GIS application containing a database of all known Owner maintained facilities and underground structures (where and if applicable). To the extent permitted by law, such information shall not be disclosed or given to any person(s) not approved by the Owner. The contractor understands that the maps furnished by the Owner shall be the approximate general location of Owner's buried facilities and that accuracy is not guaranteed. In areas where Owner's maps/GIS do not show underground systems and underground systems do exist, the Contractor/Locator will not be held responsible. Where Owner's maps do show underground systems, the contractor will be responsible for locates as described in this contract. The contractor must use its equipment, knowledge, and experience to locate all facilities on the ground at locate site.
- E. The Contractor will maintain records appropriate to support invoicing and recording requirements set forth in this contract. The contractor agrees to the records retention period also set forth in said contract.
- F. The Contractor will be responsible for making arrangements with all excavators for locate requests. All locate requests shall be processed within two business days, emergencies within two (2) hours and all excavators requiring a meeting shall be called as soon as possible. Meets are required only when the extent and location of an excavation is undeterminable from written or verbal communications, or when requested by the contract administrator.
- G. Request to Locate: A request to locate ticket will include any and all facility locating up to 500 feet necessary to identify conflicts with proposed excavation. The actual locate of 500 feet shall be limited to a single street, center line of street or right of way line, inclusive of both sides of the street and shall include any intersections, and up to fifty (50) feet in either direction of the intersections. When a Request to Locate is determined to be in excess of the 500-Foot limit, at the Locating contractor's discretion, The Excavation Site Contractor will be contacted in order for New Sunshine State One Call Ticket to be generated. Tickets will be billed in increments of 500 LF.
- H. Each locate request shall require a field visit to the Excavation site by the Contractor, and a visual examination must be made to determine if the conflict exists between the Owner's facilities and the proposed Excavation. All utility locates being performed on concrete or asphalt surfaces shall be marked with the appropriate color paint, and utilities locates being performed in dirt or grassy areas will be marked with the appropriate color flags.

- I. Emergency Locates: A request to locate sunshine state one call ticket received after the normal eight-hour workday or during weekends and holidays; when conditions exist and cannot wait until the next normal workday. All emergency Locate requests shall be responded to in two hours or less. Response shall consist of presence at the locate request site, with necessary appropriate equipment and personnel for the specific request
- J. Those locations where field visits indicate no underground facilities exists, should be so coded W/No Conflict in paint, to show the Contractor has visited the site, if excavation is white-lined pursuant to statute.
- K. The Contractor will investigate all incidents of buried facility damage when the Locate accuracy or lack of Locate accuracy is suspect or questionable and will submit to the Owner a written report of said investigation within seven (7) calendar days following the actual damage notification. The Contractor will maintain a copy of such written reports for period of (3) years. Upon the request, the Contractor will give testimonial support in cases deemed necessary by the Owner.
- L. The Contractor must use equipment and technology current at the time of award and every means necessary to locate and mark the Owner's underground systems. All Locating equipment or devices being used by the Contractor are subject to the Owner's approval prior to or during the execution of this contract.
- M. The Contractor shall promptly notify the Owner in writing, of any discrepancies or omissions in any of the Owner's records, or other information provided to the Contractor by the Owner.
- N. Contractor's locating personnel shall be proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record keeping requirements necessary to perform the Locating and marking task. They shall represent the Contractor in a courteous and professional manner at all times. The Contractor agrees to take appropriate corrective measures in any situation where personnel are deemed unsatisfactory by the Owner, in accordance with recommendations made by the Contract Administrator.
- O. If for any reason, except for incorrect Facility location information, the excavating contractor damages Owner's utilities, they shall be responsible for the cost to repair. Should the damage be due to disinformation or misinformation on the part of the locating contractor, the locating contractor shall be responsible for repair costs. In the event that neither the excavating contractor or the locating contractor accept responsibility for such damage, the Owner shall make or cause to be made the required repairs, and submit a bill of all related costs to the contractor the Owner determines to be responsible.
- P. Guidelines for marking of underground facilities shall be as follows: markings shall include a tolerance zone consisting of three markings. The first mark shall be made along the horizontal route from the center line of the underground facilities. The other two marks shall be perpendicular to the first marking at a distance of twenty-four inches plus one half the diameter of the underground facility.
- Q. Receive and record Locate requests from Sunshine State One Call during Business Days and during the office hours of the Owner (8:00 a.m. through 5:00 p.m. on business days).
- R. All locates will require the taking of digital photos to record the site conditions and placement of surface markings. Digital photos shall be directly correlated to the locate ticket for which they are taken and shall be permanently referenced to the ticket either by actual photo, or sequenced serial numbering. A minimum of three (3) photos per ticket is required.
- S. Provide additional services such as site surveillance and maintenance of marks and stakes if specifically requested to do so by the Owner. Prior to the Contractor's commencement of the additional services, the Owner must specifically approve such additional services and the costs charged will be negotiated as needed.

- T. Any other provisions of this Contract to the contrary notwithstanding, the Contractor reserves the right to decline any Locate Requests for site surveys, locating marking services in areas which the Contractor deems impractical to serve because of distance, inaccessibility, or other considerations.
- U. The Contractor shall have the capability to take G.P.S. Coordinates with their own staff. The G.P.S. Coordinates are to be the State Plane System (NAD 83) and the readings are to have an accuracy rate for the utilities in the Sub-Meter Accuracy range. For a vacuum excavation, a single G.P.S. locate for each underground utility shall be performed. When excavations traverse an area up to the 500 foot limit a set of two G.P.S. points shall be performed establishing a straight line. In no instance shall the Locating Contractor be required to perform more than (6) six G.P.S. locates per Request to Locate. Data obtained in performing this unit shall be compiled in electronic format. Twice a year, it shall be required by the Contractor, to provide a data CD-ROM of any GPS coordinates taken on Owner's facilities.
- V. For every Sunshine One Call Ticket received-One Standard Locate Fee shall be Charged for every 500' increment, or portion thereof, located in conjunction with the request-irrespective of quantity or types of Owner-Owned underground infrastructure identified.

RECORD KEEPING, REPORTING, AND INVOICING

- A. The Contractor shall be required to provide computerized application integration to the online One Call Ticket Management and Map Screening application. Contractor must provide Owner with access to the ticket management system for the purpose of evaluating Contractor performance.
- B. The Contractor agrees to maintain records to support all work performed and all items billed to the Owner and shall retain all such records for a period of three (3) years.
- C. The Contractor must retain all Digital files, or other written messages for Locate requests for three (3) years. Any verbal requests for Locates or other items of work not followed by a Teletype message will be recorded and retained also.
- D. The Owner may request from the Contractor, at no additional cost, all or randomly selected Locate requests received for each billing period.
- E. The Contractor shall prepare a written report of all investigations of incidents or damages concerning accuracy of the Locate or Locates including names, measurements, addresses, methods, pictures, or other pertinent information relative to the incident. Reports shall be furnished to the Contract Administrator within five (5) working days after reported marking error.
- F. Ordinarily emergency locate request shall be forwarded via e-mail, but may be verbally transmitted, followed by a written confirmation such as a facsimile unless otherwise dictated due to circumstances beyond the control of the Owner.
- G. Invoicing by the Contactor shall be performed on a monthly basis and will include the following:
 - 1. The Purchase Order Number.
 - 2. The period during which the services were performed (the Billing Period).
 - 3. The total number of Locate Requests received.
 - 4. A detailed line analysis displaying the Unit Description-from the Bid Items-quantity of services performed, unit cost, and total line cost.
- H. The monthly report to accompany and support the invoice will include and itemized tabulation which shows the following information with respect to each locate request the Contractor received:

1. Ticket Number.
 2. Locate Date.
 3. Type of Request.
 4. Disposition of Request
 5. Equipment/Methodology used to perform locate, i.e., GPR, EM, Vacuum Excavation
- I. In the event of a locate assignment which is not completed, the Owner shall not pay for the relocate.

DEFINITIONS

1. **"Business Day"**: Any day other than Saturday, Sunday or any legal federal, state, or local holiday.
2. **"Excavation"**: Any operation in which earth, rock, or other material on or below the surface of the ground is moved or otherwise displaced by any means (except the tilling of soil less than twelve (12) inches in depth for agricultural purposes, or road and ditch maintenance that does not change the origin and road grade or ditch flow line).
3. **"Excavation Site"**: The area where an Excavator intends to perform, or actually performs Excavation.
4. **"Excavator"**: Any person who engages directly in Excavation and/or the designee of Excavation, and who requests the location of Underground Facilities.
5. **"Excavator Notification"**: Notification given to the Excavator that Underground Facilities are not present at the Excavation Site.
6. **"Facility Owner"**: The owner of a specific Underground Facility.
7. **"Identified, But Unlocatable"**: An Underground Facility, the presence of which is known but which cannot be field marked with Reasonable Accuracy (as defined in Attachment A). Alternate methods such as GPR or Vacuum Excavation must be used to obtain the accurate position of the facility. GPS readings will be taken to provide future reference of the facility location.
8. **"Locatable Underground Facility"**: An Underground Facility which can be field marked with Reasonable Accuracy (as defined in Attachment A) by using devices capable of identifying and locating underground facilities within the required range of accuracy, or by use of Owner provided Maps, Records, and GIS.
9. **"Locate Request"**: Notice of proposed Excavation made by an Excavator to the One-Call Locator Service Center.
10. **"Locate with Three-Dimensional Radar Technologies"**: A subset of patented technologies recognized as "GPIR" Systems, Ground Penetrating Imaging Radar capable of providing detailed three-dimensional subsurface images. GPIR technologies have been tested and utilized for more than ten-years in surveys in major cities of the US and Europe. These systems utilize a highly efficient GPR array which can be towed or pushed by a vehicle or similar equipment at speeds of 1 to 3 km/h.

These systems rely on precise geometry control provided by a self-tracking laser theodolite or GPS (global positioning system). As the GPIR array moves along the ground, the system records the geometry data independently from the radar data and merges the two data streams using information provided by an internal trigger wheel that controls firing of the radar antennas. As part of standard GPIR surveys, the service provider also performs and provides a map of surface features such as curbs, manholes, valve covers, fire hydrants and light posts to provide a reference map for the final 3D radar images.

3D GPIR images clearly show the shape and depth of buried pipes and other underground structures, such as trench walls or concrete footings. GPIR images also contain information about the material composition of buried structures (metal vs. plastic), approximate size, and soil conditions. Special patented image processing software is used to extract and highlight utility lines and conduits.

11. **"Locate with Vacuum Digging"**: When Standard Locates techniques and GPR fails, the alternative is to locate the underground Facility with a process of trial and error, soft digging until the Facility is exposed. Soft Digging can also be used when the invert elevation of a Facility is required.
12. **"Locates with Ground Penetrating Radar (GPR)"**: GPR technology allows location of underground utilities made of non-conductive materials such as concrete, clay, PVC, and others. It can be used as a second option to locate underground utilities. GPR requires expensive equipment and a highly trained specialist to operate it. It also requires significantly more time than Standard Locates. As with all technology, it has its limitation. In some cases, factors such as depth of the Facility, water content of the soil, water table and type of soil, may limit the ability of the equipment to effectively locate the underground Facility.
13. **"Marking"**: The use of flags or paint strips of a minimum of two (2) inches by twelve (12) inches, or other clearly identifiable materials at distances of every fifteen (15) feet, and at each divergence from a straight line in accordance with current marking standards of the American Public Works Association to show the field locations of Underground Facilities with Reasonable Accuracy (as defined in Attachment A).
14. **"Reasonable Accuracy"**: Locating the approximate horizontal location of an Underground Facility (as defined in Attachment A) to the specifications required by applicable law. By definition a tolerance zone shall exist encapsulating an area within twenty-four (24) inches of the outside dimensions on both sides of an Underground Facility.
15. **"Standard Locate"**: Most of the locates are "standard" and can be defined as those locates that can be done with the use of radio frequency (RF) locators, and/or based on the accurate information provided in the facility system plans, GIS, and/or guided by superficial facility components such as valves, hydrants, manholes, and others.
 - 15.a. **"Standard Locate- Street Illumination Lighting"**: Most of the locates are "standard" and can be defined as those locates that can be done with the use of conductive radio frequency (RF) locators, and/or based on the accurate information provided in the facility system plans, GIS, and/or guided by superficial facility components such to include but not limited to electrical conduit, optical cable, electrical junction boxes, communications cable, sign control panels, electrical switches, and relays.
 - 15.b. **"Standard Locates Needs to be met by one or more of the following conditions"**
 - Facility made of conductive material
 - Facility is nonconductive material but includes a toneable tracer wire.
 - Accurate facility system information is available and sufficient superficial facility components are present, to produce and locate with an acceptable degree of confidence.

Most of the locates are "standard" and can be defined as those locates that can be done with the use of Inductive Radio Frequency (RF) locators, and/or based on the accurate information provided in the facility system plans, GIS, and/or guided by superficial facility components to include but not limited to:

- Forcemains
- Hydrants
- Irrigation pumps and electrical supply for medians

- Potable water pipe
- Pump stations and electrical supply
- Sanitary sewers
- Storm drainage pipe
- Storm sewers
- Valves and manholes

16. **"Sunshine State One Call of Florida SSOCOF or Sunshine 811"**: The State of Florida service by which an excavator can notify Facility companies of proposed Excavation and request field marking of Underground Facilities.
17. **"Underground Facility"**: Any item buried or placed below the surface of the ground for use in connection with the storage or conveyance of potable water, sewage, raw water, reuses water electronic communications.

ATTACHMENT "B"
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT

_____ as
(Print full name and address or legal title of Contractor) Principal,

and _____
(Print full name and address of Surety Company)

as surety, who is duly licensed to act as surety in the State of Florida, re held and firmly bound unto

(Print full name and address or legal title of Owner)

as Obligee, in the sum of _____ DOLLARS, (\$_____.00) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed, and dated this _____ day of _____ 2022.

WHEREAS, the said Principal is herewith submitting a Bid for

Locating & Marking Underground Utilities

Town of Pembroke Park, 3150 S. W. 52nd Avenue, Pembroke Park, Florida 33023

and the Principal desires to file this Bid bond in lieu of making the cash deposit.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal shall be awarded the contract for which the Bid is submitted and shall, within ten (10) working days from Principal's receipt of the contract agreement, execute the contract and give bond or bonds for the faithful performance and for the prompt payment of labor and material furnished thereof, then this obligation shall be null and void; but if the Principal fails to so execute such contract and give performance and payment bonds as required by Invitation To Bid and Owner's Contract Documents, the surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof.

_____(SEAL)

_____(SEAL)

_____(SEAL)

ATTACHMENT "C"

BID ITEM DESCRIPTION

1. Standard Locate

- i. Receive SSOCOF Request to Locate Ticket, travel to requested site and perform facility locate utilizing standard RF electromagnetic instrument (such as MetroTech, Radio Detection, Pipehorn) to ascertain the horizontal position of the Owner's buried facilities. The subject facilities must be toneable (conductive or able to carry a tone frequency via a conductive element).
- ii. Using appropriate color marking paint or temporary flags (in accordance with APWA/ULCC/FS 556), mark horizontal position of Owner facilities with 24" from the outside diameter of the facility in accordance with FS 556.
- iii. Complete online ticket response utilizing proper response codes in accordance with FS 556.
- iv. Standard Locate consists of all Owner facilities with a 500 LF area, irrespective of width or number of facilities. Contractor will be paid one Standard Locate Unit Fee for every 500 LF increment, or portion thereof, located in accordance with the SSOCOF Request to Locate Ticket.

2. Locate with GPR

- i. Upon determination that an Owner's facility is non-toneable (non-conductive or lacking a conductive element such as a tracer wire). Ground Penetrating Radar shall be used to accurately locate and mark the facility. Facilities consisting of plastic, PVC, HDPE, clay, wood, transite, ACP, PE, Orangeburg, Corrugated Paper, fiber optic or concrete, are non-conductive. Such facilities are therefore non-toneable and "invisible" to standard RF electromagnetic instruments. GPR will be used to locate these facility types.
- ii. Using appropriate color marking paint or temporary flags (in accordance with APWA/ULCC/FS 556), mark horizontal position of Owner facilities with 24" from the outside diameter of the facility in accordance with FS 556.
- iii. Locate with GPR consists of all Owner facilities within the SSOCOF Request to Locate Ticket. One unit quantity of GPR Locate will be paid for use of the GPR system in conjunction with a Standard Locate.

3. Locate with Vacuum Excavation

- i. Upon determination that an Owner's facility is non-toneable (non-conductive or lacking a conductive element such as a tracer wire), or is toneable but does not return a readable signal and Ground Penetrating Radar has proven ineffective in locating the subject facility or facilities, Vacuum Excavation shall be used to accurately locate and mark the facility.
- ii. Coordinate with utility agency/owners as required by FS 556.
- iii. Identify all utility owners in the assigned area.
- iv. Neatly cut and remove existing paving.
 1. Cut area not to exceed 225 square inches.
 2. Excavate using a method enabling vertical as well as horizontal exploration through this cut.
- v. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, or other protective coverings, such as by a vacuum excavation method, hand digging, etc.

- vi. Be responsible for any damage to the utility during excavation of same. Provide a visual survey marker. This marker shall be placed directly over (plumb to) the centerline or edge of the utility as appropriate. The marker shall represent the true horizontal location of the utility. The contractor shall be liable for the actual cover from the utility to the survey marker. The consultant shall also be responsible for recording the location of the survey marker (utility) as appropriate and recording that information on the test hole report.
- vii. Provide a permanent restoration of the pavement within the limits of the original cut at the time of backfill. In the event the test hole is excavated in an area other than the roadway pavement, the area disturbed shall be restored to the condition prior to the excavation.
- viii. Provide all traffic control, labor, and equipment.
- ix. Collect GPS Coordinate location of test hole in accordance with bid item 5
- x. Vacuum Locate consists of locating the Owner's facility or facilities within a specified area. One unit quantity for Vacuum Excavation will be paid for each test hole location performed.
- xi. For each test hole location performed, the contract shall record the GPS coordinate in State Plane Coordinates (NAD83) and will be paid one unit quantity for each GPS Coordinate taken. (See bid item 5).

4. Placement of Electronic Markers

- i. When the Owner desires a lasting means of locating a facility in the future, a passive electronic marker shall be placed through means of vacuum excavation.
- ii. The passive electronic marker shall consist of a MetroTech Metro Mark series MM-16X, or approved equal. The Contractor will furnish and provide the passive electronic markers.
- iii. The passive electronic markers shall be of the proper frequency for the facility located and shall
 1. be tested to ensure detectability.
- iv. Placement of Electronic Markers consists of placement of one electronic marker for each utility excavated by means of vacuum excavation. The contractor will be paid one unit quantity for each marker placed.

5. Taking and Recording GPS Coordinates

- i. In order to improve the quality of recorded subsurface utility data and when the Owner desires to ensure future locate ability of the Owner's facilities, the taking of GPS coordinates shall be utilized.
- ii. The Contractor will collect one GPS Coordinate, in State Plane format (NAD83), for each vacuum excavation performed and/or for each facility located by means of vacuum excavation.
- iii. GPS Coordinates shall be in the sub-meter accuracy range.
- iv. GPS coordinates may be taken, at the Owner's direction, on or over facilities located by means of GPR, in order to improve the quality and reliability of utility maps and/or GIS Systems.
- v. The contractor shall obtain GPS coordinates in accordance with this specification, by placing the device directly over the located facility and requesting a reading. The GPS equipment utilized shall be capable of recording coordinates in State Plane (NAD83) format, and with accuracies equal to, or better than 1 meter.

- vi. Taking and Recording of GPS Coordinates consists of collection and permanent recording of sub-meter GPS Coordinates for each facility located or requested. The Contractor will be paid one unit quantity for each GPS Coordinate taken and recorded. The Contractor will be required to deliver GPS coordinates to the Owner in printed and electronic format (raw ASCII format), no less than twice per calendar year, or at intervals mandated by the Owner.

6. Emergency Standard Locate

- i. Emergency Standard Locates are performed outside normal business hours, on holidays or weekends. Standard business hours are Monday through Friday from 8:00AM until 5:00PM.
- ii. Responses requested outside of normal business hours shall be considered Emergency Standard Locates.
- iii. The Contractor shall respond to Emergency Standard Locates within two (2) hours of receiving notification.
- iv. The Contractor shall perform Standard Locates on Owner facilities within the designated area detailed in the Emergency Request. Normal rates will apply in the event GPR is required during an Emergency Locate.
- v. Emergency Standard Locate consists of all Owner facilities with a 500 LF area, irrespective of width or number of facilities. Contractor will be paid one Emergency Standard Locate Unit Fee for every 500 LF increment, or portion thereof, located in accordance with the SSOCOF Emergency Request to Locate Ticket, outside of normal business hours.

7. Electronic Ticket Management

- i. In order to ensure compliance with SSOCOF codes, requests, responses and FS 556, the Contractor shall utilize an Electronic Ticket Management System. The Electronic Ticket Management System shall be Digtrack, as deployed by Bytronics, Inc or approved equal.
- ii. The Electronic Ticket Management System shall be capable of receiving Request to Locate Tickets from SSOCOF and routing said tickets to the specific locator(s) responsible for the Owner's service area. The system shall be capable of displaying the Request to Locate Ticket on the locator's portable computer, providing the full ticket information including the ticket requestor and all legally required information from SSOCOF.
- iii. The system shall be capable of recording or attaching digital photos/images taken of the locate markings and associating said images directly to the locate ticket for future retrieval or reference. Such attachment shall be permanent and shall be provided as attachments to the year-end USB drive accumulation of tickets.
- iv. The system shall be capable of recording the precise time of ticket receipt, process, progress, and close-out as well as providing the ability for the locator to electronically respond and close the request utilizing the codes for response established by SSOCOF.
- v. The system shall generate the necessary Positive Response to the One Call Center and transmit the proper close codes as mandated by SSOCOF and FS 556.
- vi. The system shall be capable of remote access by the Owner, for screening, review and searching of tickets received within the Owner's service area.

- vii. The system shall be capable of providing, at least once per calendar year, a USB drive containing all Request to Locate tickets, responses and dispositions for each ticket received within the Owner's service area. The USB drive shall be provided to the Owner by the end of the first quarter of each calendar year.
- viii. Payment for Electronic Ticket Management shall be made at the rate of one unit quantity for each ticket received for the Owners SSOCOF Member Service Code. The Owner shall be directly responsible to SSOCOF for any fees charged by SSOCOF for ticket receipt, dispatch, and handling.
- ix. The Owner shall receive with each invoice for payment, a report containing a listing of all tickets dispatched and received for the Owner's Member Service Code. The report shall contain each individual ticket number as well as the date and time received, and the disposition code associated with each ticket. The Owner shall receive two copies of said report with each application for payment.

8. Screened and Cleared Tickets

- i. Since the SSOCOF is an imperfect system, the Owner may receive Request to Locate tickets that are technically outside the Owner's Member Service Area, or outside the Owner's legal responsibility to provide services such as; private or commercial property outside of the public rights-of-way.
- ii. And, since all tickets received by the Owner or his designate are required to receive a response, there shall be a means by which the Contractor can screen, review, and respond to such requests.
- iii. Request to Locate tickets received by the Contractor and determined to be outside the Owner's Member Service Area, or determined to be outside the legal response requirements, shall be closed and noted as screened and cleared by utilizing the SSOCOF applicable close code.
- iv. Such a response by the Contractor is less costly in that in most cases, no physical presence at the site was necessary and the ticket can generally be immediately cleared. For these cases, a reduced rate of charge is in order.
- v. Payment for this item shall be made at one unit quantity for each SSOCOF screened and cleared without need of physical response to the site.

9. Three-Dimensional Radar Services (GPIR) General Notes

- i. GPIR is generally used for purposes of design and does not provide a real-time output. GPIR data must be processed into 3D imagery using sophisticated software and computer systems.
- ii. GPIR is utilized for scanning congruent areas and providing a 3D image of the scanned area.
- iii. GPIR requires the establishment of a survey baseline from which the system is tracked via a survey instrument to produce geospatially accurate location of the subsurface data.
- iv. The collected GPIR data is processed into 3D images and plotted in various CADD formats (Owner specified) for use in design or GIS applications.
- v. Deliverables from the use of GPIR include CADD files, JPEG image slices, Quick Time or AVI movies of slice imagery, PDF files of CADD work, a suggested exploratory excavation sheet and an analysis of the area imaged.
- vi. The final GPIR output can be certified by a Professional Surveyor as to the accuracy of the imaged area and the position of the facilities imaged within.

- vii. GPiR is quantified by the square foot of surface area imaged. Payment for GPiR services will be made on a per square foot basis. The cost per square foot includes performing survey baseline establishment, transportation of equipment and personnel to the project site, collection of radar image data, processing of image data and compilation into CADD deliverables including, certification by a registered surveyor.

10. Three-Dimensional Radar Services (GPiR) (Small Area)

- i. This line item is used for GPiR scanning of areas at least 10,000 square feet in size to a maximum of 15,000 square feet in size. See general notes and description of services above.

11. Three-Dimensional Radar Services (GPiR) (Medium Area)

- i. This line item is used for GPiR scanning of areas at least 15,00 square feet in size to a maximum of 50,000 square feet in size. See general notes and description of services above.

12. Three-Dimensional Radar Services (GPiR) (Large Area)

- i. This line item is used for GPiR scanning of areas 50,001 square feet and greater in size. See general notes and description of services above.

End Attachment "C"

SECTION 8 - FORMS



AT-FAULT DAMAGE HISTORY

Bidders shall submit with their Bid documents, a complete listing of all "At-Fault" facility damages within the past twenty-four (24) months and the current disposition of the incident(s) (i.e., settled, disputed, subject of litigation).	
The "At-Fault" damage history information shall include at a minimum, the following information:	
1.	Name of Utility Owner Agency
2.	Specific Contact Information for person or persons familiar with the incident including current contact number and business address
3.	Type of Facility Damaged
4.	Date of Incident
5.	Actual or Estimated Dollar Amount of Damages
6.	Time to Repair or Restore
7.	Number of Customers Affected (approximate)
8.	Root Cause of Damage (i.e., unmarked, mis-marked)
9.	Information as to any supplemental or third-party claims associated with damage incident
10.	Excavator Down Time Associated with incident
11.	Status or Disposition of Damage Incident
12.	Indicate the timeliness of the damage resolution
13.	Indicate the date the damage incident occurred
14.	Indicate the date of final resolution (payment, repair, agreement)

The above information shall be submitted with Bidder's Proposal. Failure to submit this information will result in Bidder being found Non-Responsive.



BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, ITB 22-04 Underground Utility Location Services for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached ITB.

The undersigned gives permission for Pembroke Park to contact business references provided in this Bid, and any others for whom the undersigned has performed work.

The undersigned further states that this Bid is made in good faith and is not founded on, or in consequence of, any collusion, anti-competitive agreement, or other type of anti-competitive activities between themselves and any other interested party, in restraint of free competition.

Bidder Business Name:

Authorized Representative Signature:

Authorized Representative Name (Print):

Authorized Representative Title (Print):

Address:

Date:

Phone:

Fax:

Email Address:

Key Staff Member(s) Will Assign to Project:



VENDOR/BIDDER DISCLOSURE

I, _____, being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Pembroke Park

("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: _____

Address: _____

FEIN: _____

State and date of incorporation _____

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership

The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest Town of Pembroke Park in the contract or business transaction with TOWN are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership

STATE OF FLORIDA)
)
COUNTY OF _____)

By: _____ Date: _____
Signature of Affiant

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this _____ day of
_____, 20____, by _____, he/she is personally known
to me or has presented _____ as identification.

Notary Public, State of Florida at Large

Print or Stamp of Notary:



SUBCONTRACTORS

The Bidder shall list all Subcontractors to be used on this project, if awarded the Contract for this project in the form below.

	CLASSIFICATION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR
1.			
2.			
3.			
4.			
5.			

REFERENCES

All references must be from customers for whom your company has provided similar services as the specifications of this Bid. Information will be verified with Reference. Failure to provide below information or falsifying any information will result in default of References and cause the Bid to be disqualified and rejection of your Bid package as non-responsive.

Company Name:

Client			
Contact Person Name		Title	
Contact Street Address			
City, State & Zip			
Phone		Email	
Specific Work Performed			
Period of Performance: From: To:			
Contract Value:			
At-Fault Damages? Yes (if Yes, give details below) No			
All Damage Issues Settled? Yes No (if No, give details below)			



PUBLIC ENTITY CRIMES

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Bidder, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged By:

Firm Name:

Printed Name:

Title:

Signature:

Date:



SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of \$1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of \$1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Acknowledged By:

Firm Name:

Printed Name:

Title:

Signature:

Date:



CONFLICT OF INTEREST DISCLOSURE

The award of the agreement is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid, the name of any officer, director, or agent who is also an employee or relative of an employee of the Town of Pembroke Park ("TOWN").

Furthermore, all Bidders must disclose the name of any TOWN employee or relative(s) of a TOWN employee who owns, directly or indirectly, an interest in the Bidders firm or any of its branches.

The purpose of this disclosure form is to give TOWN the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any TOWN duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation, if necessary:

- ☐ To the best of our knowledge, the undersigned Contractor has no potential conflict of interest as defined in Chapter 112, Florida Statutes.
- ☐ The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this ITB.

Acknowledged By:

Firm Name:

Printed Name:

Title:

Signature:

Date:



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Pembroke Park ("TOWN") officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any TOWN officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with TOWN Policy and Standards:

1. TOWN employees may not contract with TOWN through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
2. Immediate family members (spouse, parents, and children) are also prohibited from contracting with TOWN subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of TOWN Finance Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, TOWN shall interpret this to mean that the vendor has indicated that no such relationships exist.

Company/Firm: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____



CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

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

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

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

Bidder's Signature

Date



ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in its Bid:

Addendum No. 1 Date Issued

Addendum No. 2 Date Issued

Addendum No. 3 Date Issued

Addendum No. 4 Date Issued

Addendum No. 5 Date Issued

Addendum No. 6 Date Issued

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS ITB.
