

REQUEST FOR PROPOSAL

NUMBER: 2023-03

THE CITY OF APALACHICOLA IS SEEKING BIDS/PROPOSALS. IT IS THE INTENT OF THE CITY OF APALACHICOLA TO RECEIVE BIDS THAT WILL BE PUBLICLY OPENED AT 2:00PM, FRIDAY, JUNE 23,2023, FOR THE FOLLOWING:

ITEM A – REMOVAL AND INSTALLATION OF FIRE HYDRANTS

SEALED BIDS WILL BE RECEIVED UNTIL 2:00PM, FRIDAY, JUNE 23,2023, BY THE CITY OF APALACHICOLA, 192 COACH WAGONER BLVD, APALACHICOLA, FL 32320. THE BIDS RECEIVED WILL THEN BE PUBLICLY OPENED AND READ. THE CITY OF APALACHICOLA RESERVES THE RIGHT TO WAIVE INFORMALITIES IN ANY BID; REJECT ANY OR ALL PROPOSALS, IN WHOLE OR IN PART; RE-BID A PROJECT, IN WHOLE OR IN PART; AND TO ACCEPT A PROPOSAL THAT IN ITS JUDGMENT IS THE LOWEST AND BEST BID OF A RESPONSIBLE BIDDER. IN ACCEPTING A BID, THE CITY MAY AWARD A CONTRACT BASED ONLY ON THE BASE BID, THE BASE BID PLUS ALL ALTERNATES, OR THE BASE BID PLUS ANY ALTERNATES WHICH THE CITY SELECTS – WITH ALL DECISIONS BEING MADE BASED UPON WHAT THE CITY BELIEVES TO BE THE BEST INTERESTS OF ITS RATEPAYERS, IN THE REASONABLE EXERCISE OF ITS DISCRETION. THE CITY FURTHER RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES AS MAY BE REQUIRED TO MEET THE NEEDS OF THE CITY, AT THE UNIT PRICE WHICH WAS BID.

INSTRUCTIONS TO RESPONDENTS

ALL THESE TERMS AND CONDITIONS ARE A PART OF THIS BID REQUEST.

1. BID SCHEDULE:

BIDS ARE PRESENTLY SCHEDULED TO BE RECEIVED BY 2:00PM, JUNE 23, 2023 IN AT CITY HALL LOCATED, FRONT DESK, 192 COACH WAGONER BLVD, APALACHICOLA, FL 32320. THE CITY STAFF WILL REVIEW ALL BIDS AND PRESENT A RANKING WITH RECOMMENDATION OF THE PROPOSALS BASED UPON PRICE AND QUALIFICATIONS TO THE CITY COMMISSION AT THE SPECIAL MEETING SCHEDULED FOR , 2021.

2. BID SUBMISSION:

ALL BIDS TO BE CONSIDERED MUST BE IN THE POSSESSION OF THE CITY OF APALACHICOLA. ONE ORIGINAL AND 3 COPIES OF THE BID MAY BE MAILED OR DELIVERED TO THE CITY AT 192 COACH WAGONER WAY, APALACHICOLA, FL 32320, IN A SEALED ENVELOPE CLEARLY MARKED WITH THE RFP NUMBER, TIME AND DATE OF THE OPENING. REGARDLESS OF THE METHOD OF DELIVERY, EACH BIDDER SHALL BE RESPONSIBLE FOR THEIR BID(S) BEING DELIVERED ON TIME, AS THE CITY OF APALACHICOLA ASSUMES NO RESPONSIBILITY FOR SAME. PROPOSALS OFFERED OR RECEIVED AFTER THE TIME SET FOR THE BID OPENING WILL BE REJECTED AND RETURNED UNOPENED TO THE BIDDER.

3. CONVICTION OF PUBLIC ENTITY CRIME

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, FOR CATEGORY TWO (\$35,000) FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

4. BID WITHDRAWAL:

NO BID MAY BE WITHDRAWN FOR A PERIOD OF NINETY (90) DAYS FROM THE BID OPENING. PRICES MAY NOT BE MODIFIED DURING THIS PERIOD. PROPOSALS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE BID OPENING TIME.

5. BID AUTHORIZATION:

ALL BIDS MUST BE SUBMITTED ON THE FORM PROVIDED BY THE CITY OF APALACHICOLA AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY PLACING THE BID. ONE COMPLETE SET OF BID FORMS WILL BE FURNISHED EACH COMPANY INTERESTED IN BIDDING.

6. BID ERRORS:

A BIDDER MAY NOT MODIFY ITS BID AFTER BID OPENING. ERRORS IN THE EXTENSION OF UNIT PRICES STATED IN A BID OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION IN A BID MAY BE CORRECTED BY THE PURCHASING AND STORES MANAGER PRIOR TO AWARD. IN SUCH CASES, UNIT PRICES SHALL NOT BE CHANGED.

7. AWARD OF BID:

THE CITY RESERVES THE RIGHT TO ESTABLISH PRIORITIES AND TO AWARD THE CONTRACT TO A SINGLE BIDDER BASED UPON THE TOTAL BID OR TO MULTIPLE VENDORS BASED UPON THE ITEMS INDIVIDUALLY BID. THE CITY ALSO RESERVES THE RIGHT TO SELECTIVELY PURCHASE ANY SINGLE OR ANY MULTIPLE ITEMS FROM THIS BID.

8. TAXES:

DO NOT INCLUDE ANY TAX WITH YOUR BID. THE CITY OF APALACHICOLA IS EXEMPT FROM FEDERAL, STATE AND LOCAL TAXES.

9. TERMS:

MINIMUM TERMS WILL BE NET 30 (30 DAYS AFTER RECEIPT OF MATERIAL/SERVICE) UNLESS A DISCOUNT IS INVOLVED. TERMS OFFERING A DISCOUNT FOR PROMPT PAYMENT WILL ONLY BE CONSIDERED IN DETERMINING THE LOW BID IF THE DISCOUNT PERIOD IS 15 DAYS OR GREATER (15 DAYS AFTER RECEIPT OF MATERIAL/SERVICE OR INVOICE, WHICHEVER IS GREATER).

10. BID TABULATIONS:

BID TABULATIONS WILL BE POSTED FOR REVIEW AT 192 COACH WAGONER WAY, APALACHICOLA, FL 32320 ON OR ABOUT JUNE 30, 2023, AND WILL REMAIN POSTED FOR 72 HOURS EXCLUDING WEEKENDS AND HOLIDAYS.

11. BID QUESTIONS:

IF ANY BIDDER HAS A QUESTION CONCERNING THE BID SPECIFICATIONS OR BID PROCEDURES, PLEASE FORWARD THE INQUIRY TO THE FINANCE MANAGER BEFORE JUNE 17, 2023, FOR CONSIDERATION.

CITY OF APALACHICOLA
ATTN: MARK GERSPACHER, FINANCE
MANAGER
192 COACH WAGONER BLVD.
APALACHICOLA, FL 32320
EMAIL: mgerspacher@cityofapalachicola.com

12. COMPLIANCE WITH SPECIFICATIONS:

IN ORDER TO DETERMINE THAT YOUR BID COMPLIES WITH BID SPECIFICATIONS, PRODUCT LITERATURE AND/OR DATA/INFORMATION SHOULD BE INCLUDED WITH THE BID PROPOSAL. ANY DEVIATIONS FROM THE BID SPECIFICATIONS SHOULD BE IDENTIFIED SEPARATELY.

13. UNIFORM COMMERCIAL CODE:

THE UNIFORM COMMERCIAL CODE (FLORIDA STATUTES, CHAPTER 672) SHALL PREVAIL AS THE BASIS FOR CONTRACTUAL OBLIGATIONS BETWEEN THE AWARDED VENDOR/CONTRACTOR AND CITY OF APALACHICOLA FOR ANY TERMS AND CONDITIONS NOT SPECIFICALLY STATED IN THIS INVITATION FOR BID.

14. EXECUTION OF CONTRACT:

ANY ACTION OF THE CITY IN AWARDING THE PURCHASE OF ANY MATERIAL OR PERFORMANCE OF A SERVICE IS SUBJECT TO AND CONDITIONED UPON THE EXECUTION OF A WRITTEN PURCHASE CONTRACT AND/OR A PURCHASE ORDER BETWEEN THE CITY AND THE VENDOR.

15. CONTRACTUAL AGREEMENT:

THIS INVITATION FOR BID SHALL BE INCLUDED AND INCORPORATED IN THE FINAL CONTRACT OR PURCHASE ORDER. THE ORDER OF CONTRACT PRECEDENCE WILL BE THE CONTRACT (PURCHASE ORDER), BID DOCUMENT AND RESPONSE. ANY AND ALL LEGAL ACTION NECESSARY TO ENFORCE THE CONTRACT WILL BE HELD IN FRANKLIN COUNTY AND THE CONTRACT WILL BE INTERPRETED ACCORDING TO THE LAWS OF FLORIDA.

16. PROTESTS:

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE DIRECTLY AND ADVERSELY AFFECTED BY THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT OR BY PLANS OR SPECIFICATIONS CONTAINED IN AN INVITATION TO BID OR REQUEST FOR PROPOSALS MAY FILE A PROTEST IN ACCORDANCE WITH THE FOLLOWING RULES AND SECTION 12 OF THE CITY ACT (CHAPTER 2001-324, LAWS OF FLORIDA AS AMENDED).

NOTICE OF PROTEST OF PLANS, SPECIFICATIONS OR OTHER REQUIREMENTS CONTAINED IN AN INVITATION TO BID OR IN A REQUEST FOR PROPOSALS SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING RECEIPT OF THE PLANS OR SPECIFICATIONS. NOTICE OF PROTEST OF THE REJECTION OF A BID OR PROPOSAL AS NON-RESPONSIVE SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE TO THE BIDDER OF THE REJECTION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING THE POSTING OF THE BID TABULATION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO A BIDDER OTHER THAN THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE OF THE AWARD OF A PURCHASE ORDER OR CONTRACT.

A NOTICE OF PROTEST SHALL BE IN WRITING AND SHALL STATE THE SUBJECT MATTER OF THE PROTEST.

A FORMAL WRITTEN PROTEST SHALL BE FILED WITHIN SEVEN (7) BUSINESS DAYS AFTER THE FILING OF NOTICE OF PROTEST. A FORMAL WRITTEN PROTEST SHALL STATE WITH PARTICULARITY THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED.

NOTICE OF PROTEST AND FORMAL WRITTEN PROTEST OF PLANS OR SPECIFICATIONS FOR OR THE AWARD OR INTENDED AWARD OF A CONTRACT SHALL BE FILED WITH THE CITY MANAGER OR HIS OR HER DESIGNEE.

FAILURE TO FILE A NOTICE OF PROTEST OR FAILURE TO FILE A FORMAL WRITTEN PROTEST WITHIN THE TIMES PERMITTED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER THESE RULES AND UNDER SECTION 12 OF CHAPTER 2001-324, LAWS OF FLORIDA, AS AMENDED.

UPON RECEIPT OF A NOTICE OF PROTEST WHICH HAS BEEN TIMELY FILED, THE CITY MANAGER SHALL STOP THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS UNTIL THE PROTEST HAS BEEN RESOLVED. HOWEVER, THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS MAY PROCEED WHEN THE CITY MANAGER DETERMINES THAT DELAY WOULD BE DETRIMENTAL TO THE INTERESTS OF THE CITY. ANY AWARD OF A PURCHASE ORDER OR CONTRACT UNDER SUCH CONDITIONS SHALL BE SUBJECT TO THE OUTCOME OF THE PROTEST. AFTER THE AWARD OF A CONTRACT OR PURCHASE ORDER RESULTING FROM A BID IN WHICH A TIMELY PROTEST WAS RECEIVED AND IN WHICH THE CITY DID NOT PREVAIL, THE CITY MAY TAKE SUCH ACTION AS IT CONSIDERS APPROPRIATE, WHICH MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, AWARD OF THE CONTRACT OR PURCHASE ORDER TO THE PREVAILING PARTY, CANCELLATION OF THE CONTRACT OR PURCHASE ORDER, OR REBIDDING.

THE CITY MANAGER SHALL PROVIDE REASONABLE OPPORTUNITY TO RESOLVE A PROTEST BY AGREEMENT. IF AGREEMENT IS NOT REACHED WITHIN SUCH TIME AS THE CITY MANAGER OR HIS OR HER DESIGNEE CONSIDERS REASONABLE UNDER THE CIRCUMSTANCES, THE CITY MANAGER OR HIS OR HER DESIGNEE SHALL REVIEW THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED, AND SHALL RENDER A DECISION WHICH SHALL BE IN WRITING AND SHALL BE PROMPTLY TRANSMITTED TO THE PROTESTOR.

IF THE PROTESTOR WISHES TO CONTINUE THE PROTEST BEYOND THE DECISION OF THE CITY MANAGER OR HIS OR HER DESIGNEE, THE PROTESTOR SHALL BE REQUIRED TO FILE A PETITION FOR REVIEW BY THE CITY COMMISSION. THIS PETITION SHALL BE MADE IN WRITING AND PRESENTED TO THE CITY MANAGER WITHIN TEN (10) DAYS AFTER NOTICE OF THE DECISION OF THE CITY MANAGER OR HIS OR HER DESIGNEE; OTHERWISE, THE DECISION OF THE CITY MANAGER OR HIS OR HER DESIGNEE SHALL BE FINAL AND BINDING. SUCH PETITION SHALL STATE THE PARTICULAR GROUNDS ON WHICH IT IS BASED AND MAY INCLUDE PERTINENT DOCUMENTS AND EVIDENCE RELATING THERETO. ANY GROUNDS NOT STATED SHALL BE DEEMED TO HAVE BEEN WAIVED BY THE PROTESTOR. THIS PETITION MUST ALSO BE ACCOMPANIED BY A PROTEST BOND OF AN AMOUNT EQUAL TO 1.0 PERCENT (1%) OF THE VALUE OF THE SOLICITATION, BUT IN NO CASE LESS THAN \$1,000 NOR GREATER THAN \$10,000.00. THIS BOND SHALL BE IN THE FORM OF A MONEY ORDER, CERTIFIED CASHIER'S CHECK, OR CERTIFIED BANK CHECK MADE PAYABLE TO THE CITY OF APALACHICOLA. FAILURE TO POST SUCH BOND WITHIN TEN (10) BUSINESS DAYS AFTER THE DECISION OF THE

CITY MANAGER OR HIS OR HER DESIGNEE SHALL RESULT IN THE PROTEST BEING DISMISSED BY THE CITY MANAGER.

THE BOND REQUIRED BY THE ABOVE PARAGRAPH SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS AND CHARGES WHICH MAY BE ADJUDGED AGAINST THE PERSON FILING THE PETITION FOR REVIEW. IF THE PROTESTOR PREVAILS, THE BOND SHALL BE RETURNED TO THE PROTESTOR. IF HOWEVER, THE CITY PREVAILS, THE BOND SHALL BE FORFEITED, AND THE CITY SHALL BE ENTITLED TO RECOVER THE COSTS AND CHARGES, EXCLUDING ATTORNEY'S FEES, OF SUCH HEARING. THE ENTIRE AMOUNT OF THE BOND ALSO SHALL BE FORFEITED IF IT IS DETERMINED THAT A PROTEST WAS FILED FOR A FRIVOLOUS OR IMPROPER PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE PURPOSE OF HARASSING, CAUSING UNNECESSARY DELAY, OR CAUSING NEEDLESS COST FOR THE CITY OR ANOTHER INTERESTED PARTY/PARTIES.

ANY NOTICE REQUIRED OR PERMITTED UNDER THIS BID PROTEST PROCEDURE SHALL BE EFFECTIVE WHEN DELIVERED PERSONALLY, OR BY FACSIMILE, OR WHEN DEPOSITED IN THE U.S. MAIL. IF NOTICE IS GIVEN ONLY BY MAIL, THREE (3) DAYS SHALL BE ADDED TO THE TIME WITHIN WHICH A PROTESTOR MAY FILE A NOTICE OF PROTEST OR PETITION FOR REVIEW.

17. CONTRACTS EXCEEDING ONE YEAR:

WHEN APPLICABLE, A CONTRACT MAY BE RENEWED CONTINGENT UPON COST FACTORS, MUTUAL AGREEMENT, SATISFACTORY PERFORMANCE EVALUATIONS, AVAILABILITY OF FUNDS AND THE CITY COMMISSION APPROVAL. THE CITY'S PERFORMANCE AND OBLIGATION TO PAY FOR THE PURCHASE OF SERVICES OR TANGIBLE PERSONAL PROPERTY OF A PERIOD IN EXCESS OF ONE (1) FISCAL YEAR UNDER ANY CONTRACTUAL RELATIONSHIP IS CONTINGENT UPON AN ANNUAL BUDGET APPROVAL BY THE CITY COMMISSION.

18. CONDUCT OF PARTICIPANTS:

AFTER THE ISSUANCE OF ANY SOLICITATION, ALL BIDDERS/PROPOSERS/ PROTESTORS OR INDIVIDUALS ACTING ON THEIR BEHALF ARE HEREBY PROHIBITED FROM LOBBYING AS DEFINED HEREIN OR OTHERWISE ATTEMPTING TO PERSUADE OR INFLUENCE ANY ELECTED THE CITY OFFICIALS, THEIR AGENTS OREMPLOYEES OR ANY MEMBER OF THE RELEVANT SELECTION COMMITTEE AT ANY TIME DURING THE BLACKOUT PERIOD AS DEFINED HEREIN; PROVIDED, HOWEVER, NOTHING HEREIN SHALL PROHIBIT BIDDERS/PROPOSERS/ PROTESTORS OR INDIVIDUALS ACTING ON THEIR BEHALF FROM COMMUNICATING WITH THE PURCHASING STAFF CONCERNING A PENDING SOLICITATION UNLESS OTHERWISE PROVIDED IN THE SOLICITATION OR UNLESS OTHERWISE DIRECTED BY THE PURCHASING MANAGER.

LOBBYING MEANS THE ATTEMPT TO INFLUENCE THE THINKING OF ELECTED THE CITY OFFICIALS, THEIR AGENTS OR EMPLOYEES OR ANY MEMBER OF THE RELEVANT SELECTION COMMITTEE FOR OR AGAINST A SPECIFIC CAUSE RELATED TO A PENDING SOLICITATION FOR GOODS OR SERVICES, IN PERSON, BYMAIL, BY FACSIMILE, BY TELEPHONE, BY ELECTRONIC MAIL, OR BY ANY OTHER MEANS OF COMMUNICATION.

19. BLACKOUT PERIOD:

BLACKOUT PERIOD MEANS THE PERIOD BETWEEN THE TIME THE BIDS/PROPOSALS FOR INVITATION TO BID OR THE REQUEST FOR PROPOSAL, OR QUALIFICATIONS, OR INFORMATION, OR REQUESTS FOR LETTERS OF INTEREST, OR THE INVITATION TO NEGOTIATE, AS APPLICABLE, ARE ADVERTISED AND THE TIME THE CITY COMMISSION AWARDS THE CONTRACT AND ANY RESULTING BID PROTEST IS RESOLVED OR THE SOLICITATION IS OTHERWISE CANCELLED. CONDUCT INCONSISTENT WITH THIS SECTION MAY BE GROUNDS FOR DISQUALIFYING THE OFFENDING PROPOSER FROM CONSIDERATION OR ANY FUTURE PROPOSAL.

OTHER PROVISIONS

Contractor is required to comply with public records laws codified in Chapter 119, Florida Statutes, and is specifically required to:

- a. Keep and maintain public records required by THE CITY to perform the service.
- b. Upon request from THE CITY's custodian of public records, provide THE CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to THE CITY.
- d. Upon completion of the contract, transfer, at no cost, to THE CITY all public records in possession of the Contractor or keep and maintain public records required by THE CITY to perform the service. If the Contractor transfers all public records to THE CITY upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to THE CITY, upon request from THE CITY's custodian of public records, in a format that is compatible with the information technology systems of THE CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT LEE MATHES, CITY CLERK AT lmathes@cityofapalachicola.com or via telephone (850) 653-8715.

CITY OF APALACHICOLA
BID NUMBER: 2023-03
SPECIFICATIONS

ITEM A – REMOVAL AND INSTALLATION OF FIRE HYDRANTS

EXISTING FIRE HYDRANTS SHALL BE REMOVED AND NEW FIRE HYDRANTS TO BE INSTALLED SHALL BE PROVIDED BY THE CITY. CITY PROVIDED HYDRANTS SHALL BE MANUFACTURED TO THE LATEST DESIGN, CONFORMING TO AND IN ACCORDANCE WITH THE CURRENT AWWA STANDARD C-502. THE BASIC DESIGN OF THE FIRE HYDRANT SHALL BE OF THE DRY TOP TYPE WHICH IS OF THE BREAKABLE OR TRAFFIC DESIGN. SOME OF THE INFORMATION PROVIDED IS FOR THE BENEFIT OF THE BIDDER. THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR PROCUREMENT OF THE FIRE HYDRANTS. **ALL FIRE HYDRANTS AND EXTENDER PIPES WILL BE SUPPLIED BY THE CITY OF APALACHICOLA.**

- A. THE HYDRANT SHALL BE OF COMPRESSION TYPE, OPENING TO THE LEFT AGAINST SYSTEM PRESSURE AND CLOSING WITH SYSTEM PRESSURE.
- B. THE HYDRANT SHALL BE DESIGNED SUCH THAT THE OPERATING THREADS ARE PREVENTED FROM COMING IN CONTACT WITH THE SERVICE WATER. THE OPERATING THREADS SHALL BE CONTAINED IN AN OPERATING CHAMBER AND SEALED BY O-RING AT THE TOP AND BOTTOM OF THE CHAMBER. THE CHAMBER SHALL BE CONSTRUCTED SO THAT GREASE OR OIL LUBRICATES THE OPERATING THREADS AND SHALL HAVE AN OIL FILL OR GREASE FITTING TO FACILITATE SCHEDULED MAINTENANCE.
- C. THE OPERATING NUT SHALL BE 1 ½” IN SIZE AND PENTAGON IN SHAPE AND OF ONE-PIECE CONSTRUCTION.
- D. ALL OPERATING PARTS INCLUDING OPERATING NUT, HOLD-DOWN NUT, DRAIN RING AND SEAT RING SHALL BE ALL BRONZE. THE VALVE SEAT RING SHALL THREAD INTO A BRONZE INSERT OR DRAIN RING TO PROVIDE BRONZE TO BRONZE SEATING.
- E. THE HYDRANT SHALL BE EASY AND ECONOMICAL TO INSTALL AND MAINTAIN, AND SHALL NOT INCORPORATE PARTS REQUIRING FIELD ADJUSTMENT FOR PROPER OPERATION.
- F. THE HYDRANT SHALL BE SO DESIGNED AS TO PERMIT THE REMOVAL OF ALL WORKING PARTS FROM THE HYDRANT THROUGH THE BARREL WITHOUT DISTURBING THE EARTH AROUND THE HYDRANT. THE BURY DEPTH OF THE HYDRANT SHALL BE A MINIMUM OF THREE FEET (36”) AND FOUR FEET (48”) IF REQUIRED.

- G. REMOVAL OF THE WORKING PARTS OF THE HYDRANT SHALL BE ACCOMPLISHED BY USING A SEAT WRENCH WHICH CAN BE USED REGARDLESS OF HYDRANT BURY DEPTH. HYDRANTS REQUIRING OTHER SPECIAL TOOLS TO PERFORM REMOVAL OF INTERIOR PARTS WILL NOT BE ACCEPTED.
- H. THE HYDRANT SHALL HAVE ONE 4 ½” PUMPER NOZZLE, AND TWO 2 ½” PUMPER NOZZLES HAVING NATIONAL STANDARD HOSE COUPLING THREADS. THE NOZZLES SHALL BE FIELD REPLACEABLE UTILIZING STRAIGHT THREADS OR QUARTER TURN SEAL BY AN O-RING.
- I. THE HYDRANT SHALL COME WITH THE TRAFFIC BREAKAWAY FEATURE WHICH SHALL BE ACCOMPLISHED BY THE USE OF A SPLIT SAFETY FLANGE DESIGN. BREAKABLE NUTS AND BOLTS WILL NOT BE ACCEPTABLE.
- J. THE HYDRANT SHALL ALSO INCORPORATE THE FEATURE WHERE THE UPPER BARREL CAN BE ROTATED 360 DEGREES IN ORDER TO ASSURE PROPER NOZZLE PLACEMENT.
- K. ONLY BOLTED FLANGED COMPONENTS CAN BE UTILIZED DURING THE ASSEMBLY OF THE HYDRANT. THE BELL OR SHOE INLET SHALL BE 6” MECHANICAL JOINT COMPLETE WITH ACCESSORIES (TO INCLUDE MJ GASKETS, FLANGE, AND NUTS AND BOLTS).
- L. THE DRAIN VALVE SHALL ASSURE QUICK AND COMPLETE DRAINAGE OF THE HYDRANT AND THE DRAIN HOLE SHOULD BE BUSHED WITH WATERWORKS BRONZE IF PASSING THROUGH CAST IRON. THE DRAIN VALVE FACING SHALL BE MADE OF BUNA N, NYLON OR URETHANE. LEATHER FACING WILL NOT BE ACCEPTED. IF THE VALVE TOP PLATE SHOULD COME IN CONTACT WITH THE BRONZE SEAT RING TO FACILITATE DRAINING OF THE HYDRANT, THE VALVE TOP PLATE SHALL BE MADE OF BRONZE.
- M. THE MAIN VALVE OPENING SHALL NOT BE LESS THAN 5 ¼”, AND THE SEATING OF THE MAIN VALVE MUST BE MADE OF BRONZE TO BRONZE.
- N. THE FIRE HYDRANT SHALL OPEN TO THE LEFT AND SHALL HAVE PERMANENT MARKINGS IDENTIFYING THE MANUFACTURER BY NAME, INITIALS OR INSIGNIA, AND DESIGNATING THE SIZE OF THE MAIN VALVE OPENING AND THE YEAR OF MANUFACTURE.

O. BIDDER SHALL BE CAPABLE OF WORKING WITH THE CITY IN ORDER TO OBTAIN COMPLETE FLOW DATA ON PROPOSED FIRE HYDRANT AS INSTALLED INDICATING FRICTION LOSSES THROUGH HYDRANT WHICH SHALL MEET OR EXCEED AWWA C-502 REQUIREMENTS.

THE PRICE QUOTED SHOULD INCLUDE ALL COSTS OF LABOR AND MATERIALS NECESSARY TO INSTALL THE FIRE HYDRANTS PROVIDED BY THE CITY ON A PER UNIT BASIS, ALLOWANCES MAY BE MADE FOR DEPTH OF INSTALLATION AND CERTAIN TYPES OF ANTICIPATED ADDITIONAL MATERIAL OR LABOR COSTS RESULTING FROM DAMAGE CAUSED BY OR ENCOUNTERED DURING REMOVAL OF EXISTING FIRE HYDRANTS. THESE ADDITIONAL EXPENSES MUST BE IDENTIFIED IN ORDER TO BE REIMBURSABLE UNDER THIS BID PROPOSAL.

GENERAL PROVISION
CITY OF APALACHICOLA
RFP 2023-03

1. **INSPECTION AND ACCEPTANCE** – Upon completion of installation the City shall inspect and accept the installed hydrant or inspect and reject for cause the installation. In the event the installation is deemed defective or otherwise unsatisfactory by the City a basis for this determination shall be delivered to the contractor for cure. Notwithstanding the requirements for any THE CITY inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by THE CITY, the contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications, and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer’s part numbers specified herein.
2. **ENTIRE AGREEMENT** – The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing signed by a duly authorized representative of THE CITY and confirmed by such a representative of the Vendor. This agreement shall be interpreted in accordance with the laws of the State of Florida.
3. **PAYMENTS** – Invoices shall be submitted in triplicate (one copy shall be marked “Original”) unless otherwise specified.
4. **DISCOUNTS** – In connection with any discount offered, time will be computed from date of delivery suppliers to carrier when acceptance is at the point of origin or from date of delivery at destination when delivery and acceptance are at these points or from the date the correct invoice or voucher is received in the office specified by THE CITY, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
5. **COVENANT AGAINST CONTINGENT FEES** – The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty THE CITY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
6. **CONTINGENCIES** – Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes, or contingencies reasonably beyond its control. The party so affected, upon prompt written notice to the other party, shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At THE CITY’s option, deliveries so omitted shall be made on notice thereof to the Vendor, upon cessation of such contingency even though such might have been operative at the date of this order.

7. GRATUITIES – (a) THE CITY may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the CITY MANAGER or his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of THE CITY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the CITY MANAGER or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court, (b) in the event this contract is terminated as provided in paragraph (a) hereof, THE CITY shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (2) as a penalty and in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the CITY MANAGER or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee, (c) The rights and remedies of THE CITY provided in this clause shall not be exclusive or in addition to any other rights and remedies provided by law or under the contract.
8. CONDITION FOR ASSIGNMENT – This (contract or purchase order) shall not be assigned in full or in part without the consent of THE CITY. Such consent shall not relieve the Contractor from its obligations and liabilities.
9. GOVERNMENT REGULATIONS – Vendor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of the materials specified herein, have complied with and shall indemnify and save THE CITY harmless from and against any liability or loss resulting from Vendor’s failure to do so.
10. TAXES – THE CITY is exempt from Federal Taxes on transportation charges and any Federal Excise Tax, if you prepaid transportation do not pay tax as THE CITY will not reimburse you for the taxes paid. THE CITY is exempt from State Sales Tax.
11. CHANGES – The City Manager may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this contract. If any such change causes an increase or decrease in the cost of, or the time required for the performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract.

Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the City Manager, if he decides that the facts justify such action, may receive and act upon any such claim asserted prior to final payment, under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with this contract as changed.

12. **TERMINATION FOR DEFAULT** – The City Manager, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof, in such event, the Contractor shall be liable for damages; including the excess cost of re-procuring similar supplies or services; provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractors control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 17. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.
13. **TERMINATION FOR CONVENIENCE** – The City Manager by written notice, may terminate this contract, in whole or in part, when it is in the best interest of THE CITY. As to any portion of this contract that is for supplies and is so terminated, the Contractor shall be compensated for goods delivered and accepted up to the date of termination at the discretion of the CITY MANAGER. To the extent that this contract is for services and is so terminated, THE CITY shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.
14. **ASSIGNMENT OF CLAIMS** – Claims for monies due or to become due under this Contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C 203, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended be subject to reduction or set-off (see Clause 12).
15. **EXTENT OF OBLIGATION** – THE CITY is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.
16. **PRICING** – The prices to THE CITY for all purchases made under this Agreement shall be as low as or lower than those charged the suppliers most favored customer, in addition to any discounts for prompt payment.
17. **WARRANTIES** – In addition to all warranties, established by statute or common law or set forth elsewhere in this order, the Vendor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by THE CITY and shall be of the best quality and fit, and sufficient for the purpose for which purchased, if specified hereon, merchantable of good material and workmanship, and free from all latent and patent defects. THE CITY's failure to give notice to Vendor of any breach of warranty shall not discharge Vendor's liability therefore.

Without limiting the generality of the foregoing, Vendor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by THE CITY.

18. PATENTS – Vendor shall protect and indemnify THE CITY against all claims, judgments and expenses arising from infringement or any patent by any of the goods delivered hereunder. Vendor shall defend or settle at its own expense any proceeding brought against THE CITY for such infringement provided Vendor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by THE CITY for the defense or settlement thereof.
19. INSTALLATION – If this order required the services of THE CITY experts or employees of THE CITY safety rules and fire regulations, Vendor assumes full responsibility for their acts and omissions and agrees to save THE CITY harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Vendor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Vendor's obligations hereunder. If Vendor furnishes materials and services for construction and improvement of realty and the installation of personalty for a lump sum amount, Vendor agrees to furnish an analysis thereof as THE CITY may reasonably require for accounting purposes. Vendor shall be solely responsible for materials furnished by THE CITY on other than a charge basis in connection with this order.
20. NON-DISCLOSURE – Without prior written consent of THE CITY in each instance, Vendor shall not reveal to a third party the details, characteristics or any information on materials made to the special order for THE CITY or use reproductions thereof and any promotional media or reveal that, THE CITY is purchasing the materials hereunder.
21. COMMERCIAL WARRANTY – The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights to the CITY OF APALACHICOLA by any other clause of this contract.
22. DEVIATION FROM SPECIFICATIONS – CITY OF APALACHICOLA has the sole authority to determine if any deviation from the specifications cited is acceptable.

RISK MANAGEMENT POLICY AND STANDARDS FOR AGREEMENTS, CONTRACTS AND LEASES

DEFINITIONS

The following definitions apply to these Risk Management Provisions:

Contract - The contract or agreement of which these Risk Management Provisions are a part for the construction, alteration, repair, or demolition of a structure or facility.

Organization - The CITY OF APALACHICOLA, a local governmental body of the State of Florida, its Commission, officers, employees, volunteers, representatives, and agents.

Other Party - The other party to the Contract of which these Risk Management Provisions are a part, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

HOLD HARMLESS

The Other Party agrees to hold the Organization and the members of its governing Commission and its other officers and employees harmless against all claims for bodily injury, sickness, disease, death, personal injury, or damage to property or loss of use resulting therefrom, arising out of or related to the Contract, to the extent such claims are caused by the negligence, recklessness, or intentional wrongful misconduct of the Other Party and persons or entities employed or utilized by the Other Party in the performance of the Contract.

PAYMENT ON BEHALF OF ORGANIZATION

The Other Party agrees to pay on behalf of the Organization all claims described in the above "Hold Harmless" paragraph, and to pay the reasonable costs and fees of the attorneys selected by the Organization, at trial and on appeal, to defend the Organization and its officers and employees against such claims. Provided, however, that the total liability of the Other Party to the Organization under the above "Hold Harmless" paragraph and this "Payment on Behalf of Organization" paragraph shall not exceed the sum of One Million Dollars (\$1,000,000) per claim or occurrence.

Such payment on behalf of the Organization shall be in addition to any and all other legal remedies available to the Organization and shall not be considered to the exclusive remedy of the Organization.

LOSS CONTROLS/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The Organization may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other party acknowledges that such stoppage will not shift responsibility for any loss or damages from the Other Party to the Organization.

SEVERABILITY

The provisions of these Risk Management Provisions are severable. In the event a court of competent jurisdiction should declare any provision of these Risk Management Provisions to be void or contrary to public policy such provision shall be stricken from these Risk Management Provisions, and the remaining provisions shall be enforced as though the provision determined to be void or contrary to public policy had not been included herein.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization. These insurers shall have A.M. Best (or equivalent) rating of no less than A: VII unless otherwise agreed to by the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the Organization and may be disapproved by the Organization. They shall be reduced or eliminated at the option of the Organization. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization, if any, shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Additional Insured

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the Organization as an additional insured for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Other Party's acts or omissions; or the acts or omissions of those acting on the Other Party's behalf; in the performance of the Other Party's ongoing operations for the Organization. The preferred Commercial General Liability coverage endorsement is ISO Form CG 20 10.

Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

Commercial General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Other Party is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the Organization's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least “following form” and shall not be more restrictive than the underlying insurance policy coverages.

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance, including indication that the policy(s) is endorsed to provide the Organization at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Organization at least 15 days prior to coverage renewals.

If requested by the Organization, the Other Party shall furnish complete copies of the Other Party’s insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the Organization, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Organization, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party’s obligation to fulfill the insurance requirements herein.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status.

(3) The contractor will send to each labor union or representative of workers which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with the CITY OF APALACHICOLA. Provided, however, that no such action shall be taken without prior notice to the contractor and an opportunity for a hearing before the governing Commission of the CITY OF APALACHICOLA or its designee.

(5) The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order for an amount exceeding ten thousand dollars (\$10,000) in any twelve (12) month period, so that such provisions will be binding upon each subcontractor or vendor.

Signature

Date

Name & Title of Signer

CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed/religion, national origin, age, marital status, or veteran status because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts or purchase orders exceeding \$10,000; that he will retain such certifications in his files and make them available to the CITY OF APALACHICOLA upon request.

Provided, however, that such certifications shall not be required in the case of purchase orders or contracts which, in case of a Federal Government contract or subcontract, would be exempt from compliance with the Equal Opportunity Clause by 41 CFR S60-1.5. This section provides for the exemption of transactions not exceeding \$10,000, contracts and subcontracts for indefinite quantities established not to exceed \$10,000 in any contract year, contracts with certain educational institutions, work on or near Indian reservations, facilities (including, but not limited to, agencies, instrumentalities or subdivision of state or local government) which are separate and distinct from activities of the prime contractor or subcontractor related to the performance of the contract or subcontract, and emergencies involving national security.

Signature

Date

Name & Title of Signer

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That _____ does:
Business Name

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder’s Signature

Date

Company

RFP Number

**CITY OF APALACHICOLA
FIRE HYDRANTS AND EXTENSIONS
BID NUMBER: 2023-03
PROPOSAL FORM**

TO: CITY OF APALACHICOLA

DATE: _____

GENTLEMEN:

IN ACCORDANCE WITH YOUR REQUEST FOR BIDS, INSTRUCTIONS AND SPECIFICATIONS, ATTACHED HERETO, AND SUBJECT TO ALL CONDITIONS THEREOF, I (WE), THE UNDERSIGNED, HEREBY PROPOSE AND AGREE IF THIS PROPOSAL IS ACCEPTED, TO CONTRACT WITH THE CITY OF APALACHICOLA TO FURNISH ANY ITEMS OR SERVICE REQUESTED HEREIN AND DELIVER SAME WITHOUT ADDITIONAL COST TO THE CITY OF APALACHICOLA AT THE SPECIFIED LOCATION FOR THE BID(S) LISTED BELOW.

THE UNDERSIGNED FURTHER DECLARES THAT HE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND IS THOROUGHLY FAMILIAR WITH THEM AND THEIR PROVISION. HE FURTHER DECLARES THAT NO OTHER PERSON OTHER THAN THE BIDDER HEREIN NAMED HAS ANY INTEREST IN THIS PROPOSAL OR IN THE CONNECTION WITH ANY OTHER PERSON(S) MAKING PROPOSAL FOR THE SAME ARTICLES, AND IT IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION AND FRAUD.

CONTRACT DURATION: TO BE DETERMINED

FAILURE TO PROVIDE ALL OF THE FOLLOWING INFORMATION MAY RESULT IN AUTOMATIC REJECTION OF BID.

EXCEPTIONS: YES _____ NO _____

(EXCEPTIONS INCLUDE THE WHOLE BID DOCUMENT, OUR SPECIFICATIONS, INSTRUCTIONS TO BIDDERS AND GENERAL PROVISIONS).

QUANTITIES CITED ARE SUBJECT TO MODIFICATION
INITIAL CONTRACT WILL BE FOR MINIMUM QUANTITY OF 30 INSTALLATIONS

ITEM A1 – REMOVE/INSTALL FIRE HYDRANTS, 36” BURY - QUANTITY – 30

PRICE EACH - \$ _____/EA TOTAL PRICE - \$ _____

TOTAL PRICE TO BE DEPENDENT ON UNIT PRICES FOR REMOVAL AND
INSTALLATION OF 30 FIRE HYDRANTS

ITEM A2 – REMOVE/INSTALL FIRE HYDRANTS, 36” BURY - QUANTITY – 10

PRICE EACH - \$ _____/EA TOTAL PRICE - \$ _____

TOTAL PRICE TO BE DEPENDENT ON UNIT PRICES FOR REMOVAL AND
INSTALLATION OF 10 FIRE HYDRANTS

OPTION 1: THE CITY HAS BEEN UNABLE TO DETERMINE IF THE 36” BURY FIRE
HYDRANT WILL REACH TO THE DEPTH OF ALL INSTALLATIONS. FIRE HYDRANT
EXTENSIONS WILL BE PROVIDED BY THE CITY. THIS PRICE WILL BE ADDED TO
THE PRICE FOR EACH FIRE HYDRANT INSTALLATION FOR WHICH AN EXTENSION
IS REQUIRED.

12” (1 EA) \$ _____/EA

18” (1 EA) \$ _____/EA

BIDDER: _____

BY: _____

PAYMENT TERMS:

SIGNATURE: _____

(NET 30 UNLESS
DISCOUNT OFFERED)

TITLE: _____

ADDRESS: _____

WARRANTY:

TELEPHONE: () _____

FAX NUMBER: () _____

FEID NUMBER: _____

EMAIL: _____

ITEMS ENCLOSED:

_____ SUBMITTAL DATA

IT IS ESSENTIAL THAT THE SUBMISSION INCLUDE SIGNED AFFIDAVITS ON THE BELOW LISTED FORMS.

EXECUTED ATTACHED FORMS:

_____ PROPOSAL FORM

_____ DRUG-FREE WORKPLACE FORM

_____ EQUAL OPPORTUNITY FORM

_____ CERTIFICATION OF NON-SEGREGATED FACILITIES FORM