Post Information

Posted At: Mon, Oct 26, 2026 9:00 AM
Sealed Bid Process: Yes (Bids Sealed / Pricing Sealed)
Private Bid: No

1. SUMMARY

1.1. Summary

The City of Hollywood, Florida (City) is seeking bids from qualified and experienced firms, hereinafter referred to as the Contractor or Bidder, to rehabilitate existing chemical storage and containment areas at the City of Hollywood Water Treatment Facility MS/RO chemical storage area, including demolition, surface preparation, recoating of the bulk chemical storage area and sump area, and replacement of the pump-out system, all in accordance with the terms, conditions, and specifications contained in this solicitation.

1.2. Contact Information

Project Contact:
Juan Figueroa
Senior Project Manager
1621 N. 14th Avenue
Hollywood, FL 33022
Email: jfigueroa@hollywoodfl.org
Phone: (954) 921-3930

Department:
Public Utilities

Procurement Contact:
Julissa Marcano
Senior Purchasing Agent
1621 N 14th Ave
Hollywood, FL 33020
Email: jmarcano@hollywoodfl.org
Phone: (954) 710-9956

1.3. Timeline

Release Project Date:
October 26, 2026

Pre-Bid Meeting (Non-Mandatory):
November 9, 2026, 10:00am
Agenda

City of Hollywood
Water Treatment Plant, Office Building
(Main entrance at N 35th Avenue)
3441 Hollywood Boulevard
Hollywood, Florida 33021

Question Submission Deadline:
November 16, 2026, 5:00pm

Bid Submission Deadline:
December 3, 2026, 3:00pm

3. SPECIAL TERM AND CONDITIONS

3.1. Addenda, Changes, and Interpretations

It is the sole responsibility of each contractor to notify the Point of Contact utilizing the question / answer feature provided by OpenGov and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed, or the solicitation process will be answered within the question / answer feature provided by OpenGov and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to OpenGov as a separate addendum to the solicitation. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

3.2. Dimensions, Quantities and Subsurface Information

Dimensions, quantities, and subsurface information supplied by the City are in no way warranted to indicate true amounts or conditions. Bidders/Contractors shall neither plead misunderstanding or deception nor make claims against the City if the actual amounts, conditions, or dimensions do not conform to those stated. Any "Outside" reports made available by the Engineer are neither guaranteed as to accuracy or completeness, nor a part of the Contract Documents.

3.3. Trench Safety Form

The Trench Safety Form included in the Bid Documents must be completed and signed. Noncompliance with this requirement may invalidate the bid.

3.4. Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

3.5. Bidder’s Costs

The City shall not be liable for any costs incurred by Bidders in responding to this solicitation.

3.6. Pricing/Delivery

All pricing must include delivery and installation and be quoted FOB: Destination, unless specified otherwise in the #SCOPE OF WORK/SERVICES section.

3.7. Price Validity

Prices provided in this solicitation shall be valid for at least One-Hundred and Twenty (120) days from time of solicitation opening unless otherwise extended and agreed upon by the City and Bidder.

3.8. No Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City’s sole option.

3.9. Responsive

In order to be considered responsive to the solicitation, the contractor’s bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

3.10. Responsible

In order to be considered as a responsible bidder, bidder shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

3.11. Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the #SCOPE OF WORK/SERVICES section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed (if required) to perform such work. Bidder must possess and be able to provide the City with any and all required Federal, State, County and/or municipal licenses, and occupational licenses. Bidder must be able to provide proof of valid licensing for all subcontractors and/or material suppliers hired by the contractor, if requested. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City.

3.12. Award of Contract

Award may be in the aggregate, or by line Item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.

The Contract will be awarded only to a Bidder, who in the opinion of the Engineer, is fully qualified to undertake the work, quoting the lowest price, for that product/service that will best serve the needs of the City. The City reserves the right before awarding the Contract to require a Bidder to submit such evidence of his qualifications as it may deem necessary and may consider any available evidence of his financial status, technical qualifications, and other qualifications and abilities.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

As applicable, the City shall comply with Section 287.05701, Florida Statutes, in not considering or giving preference for an award based on a vendor’s social, political, or ideological interest.

The City, in all solicitations or advertisements for purchasing of goods, supplies, materials, equipment and services, will receive consideration from qualified businesses without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3.13. Execution Of Contract

The Bidder awarded the Contract shall, within ten days from the date of award, execute all required documents and submit them electronically, complete with valid signatures and seals.

A. The Contract
B. Performance and Payment Bond
C. Evidence of required Insurance
D. Proof of authority to execute the Contract
E. Proof of authority to execute the Bond on behalf of the Awardee
F. List of Subcontractors, estimated Contract Value for each and proof that such subcontractors possess all required Federal, State, County and/or municipality licenses, including but not limited to certified of competency and occupational license

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

3.14. Failure To Execute Contract, Bid Guaranty Forfeited

Should the Bidder to whom the Contract has been awarded refuse or fail to complete the requirements of Section 2.13 above within ten (10) days after Notice of Award, the additional time in days (including weekends) required to CORRECTLY complete the documents will be deducted, in equal amount, from the Contract Time, or the City may elect to revoke the Award. The Bid Guaranty of any Bidder failing to execute the awarded Contract shall be retained by the City and the Contract awarded as the Commission desires.

3.15. Manufacturer/Brand/Model Specific Request

In the event of a manufacturer/brand/model specification. No substitutions will be allowed unless specified in **Section: SCOPE OF WORK/SERVICES**.

3.16. Permits and Fees

The Contractor and Subcontractors must obtain Building Permits required for all work covered under this contract as well as any other permit required by any other regulatory agency. The Master Building Permit required by the City shall be obtained by the Contractor but paid for by the City. Any and all other permits required by the City, County, State of Florida, or other regulatory agency shall be obtained and paid for by the Contractor.

The Contractor or Subcontractors shall also be responsible to call for all inspections as required in Section 110 (Inspections) of the latest edition of the Florida Building Code.

Refer to the Technical Specifications (Section 01220 Measurement and Payment)

3.17. Contract Security

When the awarded bidder delivers the executed contract to the City, it must be accompanied by the required bonds.

3.18. Contract Period

The initial contract term shall commence upon date of award by the City for a duration of **155 calendar days**. The City reserves the right to extend the contract providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. Refer to the technical specifications. **Refer to the Supplementary General Conditions attached to this solicitation.**

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

3.19. Bid Guaranty

A Bid Guaranty in the form of a Cashier's Check, Certified Check or Bid Bond executed by the Bidder and a qualified Surety in the amount of 5% of the Bid is required for this project.

3.20. Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.21. Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the

bid has full authority to bind the principal bidder.

3.22. Tie Breaker

In cases where there is a tie for the bid award, the award shall be made by giving preference to the low bidder(s) with the following items (in this order): (1) maintenance of a drug-free workplace in accordance with the requirements of Florida Statutes Section 287.087, (2) local Hollywood vendor preference, (3) closest proximity/location to project site or City Hall, and/or (4) minority-owned or disadvantaged business status. If a tie still exists after the aforementioned tiebreakers are utilized, the Chief Procurement Officer will make a recommendation for award among the tied bidders.

3.23. Local Preference

When the lowest responsive responsible bidder is a non-Hollywood business and a responsive responsible local Hollywood vendor’s Bid is within 5% of the Bid submitted by the lowest responsive responsible bidder, the local vendor is allowed to submit a second Bid. The second bid from the local Hollywood bidder must be lower than the bid submitted by the lowest responsive and responsible non-Hollywood bidder by at least 1% in order for the bid to be awarded to the local Hollywood bidder. If more than one responsive and responsible local Hollywood vendor is within 5%, each would be permitted to submit a best and final offer and the local Hollywood vendor submitting the lowest bid will be awarded the contract; provided, however, if none of the local Hollywood vendors bids are lower than the lowest responsive and responsible non-Hollywood bidder by at least 1%, the non- Hollywood bidder will be awarded the contract.

3.24. Contracting with Entities of Foreign Countries

By responding to this solicitation, your entity certifies and attests under penalty of perjury to not being a “foreign country of concern" as defined under Sections 287.138 and 692.202, Florida Statutes, and compliance with all regulations within the statutes.

3.25. Federal Procurement Standards

This solicitation shall be subject to Federal procurement standards as defined under Sections 200.317 through 200.327 of the Code of Federal Regulations (CFR) if funded by a Federal award, including all contract provisions/clauses under Section 200.327 of the CFR.

3.26. Conflict of Interests Prohibited

Any respondent submitting a response to this solicitation is responsible for being aware of, and complying with Section 34.02 of the City Code of Ordinances. If you have questions concerning whether you may or may not need to comply with the ordinance, please contact the City of Hollywood, City Clerk's Office at 954-921-3299.

3.27. Protest Procedure

Any respondent who is not recommended for award of a contract and who alleges a failure by the City to follow the City's Procurement Code or any applicable law may protest to the CPO, by delivering a letter of protest to the CPO in accordance with Section 38.52 of the City's Procurement Code within five days after a notice of intent to award is posted on the City's web site, OpenGov, City Clerk's Office, Open Government, and/or City's Sunshine Board (https://www.hollywoodfl.org/Archive.aspx?AMID=140).

3.28. Insurance Requirements

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Owner. All companies be rated a minimum A-VII, as per A.M. Best Company's Key Rating Guide, latest edition.

Any sub-contractor shall supply such similar insurance required of the Contractor. Such certificates shall name the City as additional insured on the general liability and auto liability policies.

The Contractor shall furnish certificates of insurance to Risk Management for review and approval prior to the execution of this agreement. No failure to renew, material change or cancellation of, the insurance shall be effective without a 30-day prior written notice to and approval by the Owner.

A. COMMERCIAL GENERAL LIABILITY:

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

a. Premises Operations
b. Products and Completed Operations
c. Personal & Advertising Injury
d. Damages to rented premises

The minimum limits acceptable shall be:

$1,000,000 Each Occurrence / $2,000,000 General Aggregate

The City of Hollywood shall be named as an Additional Insured in the Description of Operations Box.

The City of Hollywood must be the certificate holder per the following format:

City of Hollywood (Nothing else on this line)
Public Utilities
1621 N. 14th Avenue
Hollywood, FL 33022

I understand and am responsible for the insurance requirements and corresponding due date as documented in this Bid.

Initial _____ Date _____

B. COMMERCIAL AUTOMOBILE LIABILITY:

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

I. Owned, Non-Owned, and Hired Vehicles
II. The minimum limits acceptable shall be:
$500,000 Combined Single Limit

The City of Hollywood shall be named as Additional Insured in the Description of Operations Box.

City of Hollywood (Nothing else on this line)
Public Utilities
1621 N. 14th Avenue
Hollywood, FL 33022

I understand and am responsible for the insurance requirements and corresponding due date as documented in this Bid.

Initial _____ Date _____

C. WORKERS' COMPENSATION / EMPLOYERS LIABILITY:

Prior to the commencement of work governed by this contract, the contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable State statues.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$500,000 bodily injury by accident
$500,000 bodily injury by disease, each employee
$500,000 bodily injury by disease, policy limit

I understand and am responsible for the insurance requirements and corresponding due date as documented in this Bid.

Initial _____ Date _____

D. POLLUTION LIABILITY

The minimum limits acceptable shall be:

$1,000,000 Each Occurrence / $2,000,000 General Aggregate

I understand and am responsible for the insurance requirements and corresponding due date as documented in this Bid.

Initial _____ Date _____

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. **A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.**

The City reserves the right to require additional insurance in order to meet the full value of the contract.

Contractor waives, and Contractor shall ensure that Contractor’s insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor shall ensure that Contractor’s insurance policy is primary and non-contributary.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

I understand and am responsible for the insurance requirements and corresponding due date as documented in this Bid.

Initial _____ Date _____

3.29. Uncontrollable Circumstances (Force Majeure)

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, acts of God or public emergency, war, riot, civil

commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

3.30. Supplier Portal (Oracle) Payment Method

The City has implemented software that contains a supplier portal allowing suppliers to submit and update their information via the supplier portal. New suppliers will be required to register; and current suppliers will need to confirm and update their information.

Contractors are responsible for ensuring that all contact, payment, and general information is updated at all times, and will not hold the City liable for any inaccurate information.

3.31. Debarred or Suspended Bidders or Proposers

Contractor(s) certifies/certify, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any federal, state, county or municipal department or agency.

3.32. Payment and Performance Bond

A Performance Bond and a Payment Bond each equal to 100 percent of the total Bid will be required of the Awardee. The Bond must be written through a company licensed to do business in the State of Florida and be rated at least "A", Class X, in the latest edition of "Best's Key Rating Guide", published by A.M. Best Company. As per Florida Statute Section 255.05, the Contractor shall be required to record the payment and performance bonds in the public records of Broward County.

3.33. Public Records

1. **Public Records/Trade Secrets/Copyright:**

   All responses will become the property of the City. The Contractor's response to the solicitation is a public record pursuant to Florida law and is subject to disclosure by the City pursuant to Chapter 119.07, Florida Statutes ("Public Records law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119, Florida Statutes.

   Any language contained in the Consultant's response to the solicitation purporting to require confidentiality of any portion of the Consultant's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Consultant submits any documents or other information to the City that the Consultant claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Consultant shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Consultant must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Consultant's response to the solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Consultant agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

   EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

2. **PUBLIC RECORDS GENERAL**

   IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG.

- Consultant shall:
  - Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
  - 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, Florida Statutes.
  - 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 this contract if the Consultant does not transfer the records to the City.

- Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Contract, the Consultant 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. It is solely and exclusively the Contractor's responsibility to familiarize itself with Chapter 119, Florida Statutes, and to ensure compliance with its requirements.

5. BID SUBMISSIONS

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

1. VENDOR REFERENCE FORM*

Please download the below documents, complete, and upload.

 Vendor_Reference_Form_(Fillable).pdf

*Response required

2. HOLD HARMLESS AND INDEMNITY CLAUSE*

I, an authorized representative, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney' s fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

☐ Please confirm

*Response required

3. NON-COLLUSION STATEMENT*

I , being first duly sworn, depose that:

1. He/she is an authorized representative of the Company, the Bidder/Offeror that has submitted the attached Bid/Proposal.

2. He/she has been fully informed regarding the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances regarding such Bid/Proposal;
3. Such Bid/Proposal is genuine and is not a collusion or sham Bid/Proposal;
4. Neither the said Bidder/Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder/Offeror, firm or person to submit a collusive or sham Bid/Proposal in connection with the contractor for which the attached Bid/Proposal has been submitted or to refrain from bidding/proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Offeror, firm or person to fix the price or prices, profit or cost element of the Bid/Proposed price or the Bid/Proposed price of any other Bidder/Offeror, or to secure an advantage against the City of Hollywood or any person interested in the Contract; and
5. The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bid/Proposal or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☐ Please confirm

*Response required

4. CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS*

The applicant certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Please confirm

*Response required

5. DRUG-FREE WORKPLACE PROGRAM*

1. IDENTICAL TIE BID/PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids/proposals will be followed if none of the tied vendors have a drug-free workplace program. 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 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 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 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 these requirements.

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

☐ Please confirm

*Response required

6. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY *

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

7. Certificate of Insurance*

See requirements in the #SPECIAL TERM AND CONDITIONS section.

*Response required

8. Insurance Requirements*

Contractor agrees to abide by the City's Insurance Requirements. Please download the below document, initial/date where indicated, and re-upload.

- IFB-441-26-JM_Insurance_Requirements.docx

*Response required

9. PROOF OF SUNBIZ REGISTRATION*

Enter company FEIN to be verified in Sunbiz

Enter information

*Response required

10. LICENSURE*

The Prime Contractor/Bidder shall hold an active Florida General Contractor license in accordance with Chapter 489, Florida Statutes.

NOTE: BIDDER'S LEGAL NAME MUST MATCH THE LICENSE.

*Response required

11. W-9 - Request for Taxpayer Identification Number and Certification*

Please download the below documents, complete, and upload.

- Form_11_-_W-9.pdf

*Response required

12. Trench and Safety Form*

Please download the below documents, complete, and upload.

- Form_12_-_Trench_Safety_Form.docx

*Response required

13. Bid Guaranty Form*

Please download the below documents, complete, and upload.

- Form_13_-_Bid_Guaranty_Form.docx

*Response required

14. List of Subcontractors*

Please download the below documents, complete, and upload.

- Form_14_-_List_of_Subcontractors.docx

*Response required

15. Information Required from Bidders*

Please download the below documents, complete, and upload.

- Form_15_Information_Required_from_Bidders.doc

*Response required

16. Bidder Good Faith Affidavit*

Please download the below documents, complete, and upload.

- Form_16_Proposal.docx

*Response required

17. ANTI-HUMAN TRAFFICKING AFFIDAVIT*

Pursuant to section 787.06 (14), Florida Statutes, the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

Please download the below documents, complete, and upload.

- Form_17_-_Affidavit_of_Nongovernmental_Entity_Anti-Human_Trafficking.docx

*Response required

18. Performance and Payment Bonding Capacity Letter*

Please submit a performance and payment bonding capacity letter sufficient to cover the full contract value. Only the bonding capacity letter is required at this time.

NOTE: The City will notify the successful Contractor to furnish the required Performance and Payment Bonds. Within ten (10) calendar days of receiving the City's notification, the Contractor shall provide Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Contract Price, in accordance with Florida Statues, Section 255.05. The Contractor shall execute and record the City's required bond forms and, before commencing the Work, provide the City with a certified copy of the recorded bonds.

All bonds must be retained until all claims are fully resolved.

*Response required

19. AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS*

By responding to this solicitation, your entity certifies and attests the following:

The Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes); The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes); The Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes); The Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes); The Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes); The Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and The Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

- [ ] Please confirm

*Response required

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

20.1. This form statement is submitted to the City of Hollywood by:*

(Print individual's name and title) (Print name of entity submitting sworn statement)

Enter response

*Response required

20.2. Sworn Statement Continuation:*

Enter business address:

Enter response

*Response required

20.3. Sworn Statement Continuation:*

Enter Federal Employer Identification Number (FEIN) is:

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

Enter response

*Response required

20.4. Sworn Statement Continuation:*

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

Enter response

*Response required

20.5. Sworn Statement Continuation:*

I understand that “Affiliate,” as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

☐ Please confirm

*Response required

20.6. Sworn Statement Continuation:*

I understand that “person,” as defined in Paragraph 287.133(1)(e), Florida Statues, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

The term “person” includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

☐ Please confirm

*Response required

20.7. Sworn Statement Continuation:*

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

Select all that apply

☐ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida,

*Response required

20.8. Sworn Statement Confirmation*

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

- [ ] Please confirm

*Response required

21. ACKNOWLEDGMENT AND SIGNATURE PAGE

21.1. If Corporation - Date Incorporated/Organized:*

Enter response

*Response required

21.2. State Incorporated/Organized:*

Enter response

*Response required

21.3. Remittance Address*

Enter response

*Response required

21.4. Bidder/Proposer’s Authorized Representative’s Typed Full Name*

Enter response

*Response required

21.5. Acknowledgement*

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER

AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

- [ ] Please confirm

*Response required

21.6. Acknowledgement*

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

- [ ] Please confirm

*Response required

7. ATTACHMENTS

- [ ] A - Attachment A - Sample Contract, P&P Bonds
- [ ] B - Attachment B_-_General_Conditions_PU
- [ ] C - Attachment_C_-_Supplementary_Gen_Cond
- [ ] D - Attachment_D_–_WTP_MS-RO_Chemical_Area_Recoating_Technical_Specifications
- [ ] E - Attachment_E_–_WTP_MS-RO_Chemical_Area_Recoating_Drawings