



**CITY OF CALLAWAY  
GORE PARK SITEWORK  
BID NO.: LS2022-06**

**ADDENDUM #4**

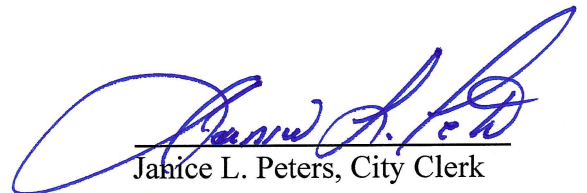
Date Issued: March 9, 2022

This addendum is being released to address the following:

**Required Documents as documented on the Bid/Proposal Checklist were omitted from the final bid packet as follows:**

2. Sales Tax Exempt Agreement - (Attached)
7. Certification Regarding Debarment - (**Disregard**)
8. Florida Trench Safety Compliance Certification - (Attached)
9. Anti-Collusion Statement - (Attached)

Please submit attached documents with your bid packet.



Janice L. Peters, City Clerk

This Addendum must be acknowledged and included with the bid packet submission.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



## PROPOSAL CHECKLIST

### CITY OF CALLAWAY GORE PARK SITE WORK

BID NO: LS2022-05

## FORMS/ITEMS TO BE RETURNED WITH YOUR PROPOSAL!

The following forms are to be completed/signed by the Proposer and submitted to the City:

**One (1) unbound set of bid packet with original notarized signatures, plus three (3) copies to include:**

1. Bid/RFP Certification Form(s)
2. Sales Tax Exempt Agreement
3. Conflict of Interest Form
4. Public Entity Crimes Statement [Complete items 1 and 6; notarized signature required]
5. Drug-Free Workplace Certification Form, [Complete Part I; notarized signature, or sign Part II]
6. Proprietary/Confidential Information Form
7. ~~Certification Regarding Debarment~~
8. Florida Trench Safety Compliance Certification Form
9. Anti-Collusion Clause Form
10. Bid Bond or Cashier's Check/Certified Check in the amount of 5% of bid
11. Proof of Insurance in amounts required by the City with the City listed as Certificate Holder and Additionally Insured (See Special Instructions & Conditions)
12. State of Florida License or Bay County Contractor License or Certificate
13. List of Subcontractors with names of directors or owners, addresses, telephone numbers, and email address (if applicable),
14. List of a minimum of three (3) references for similar type work with contact information.

**Note:** Incomplete Bid/Proposal submissions may not be accepted/considered. Do not modify the forms! Any additional information you desire to present may be included as an attachment.

**Reminder:** Submit requested number of copies! (See Special Instructions and Conditions)

**CITY OF CALLAWAY**  
**SALES TAX EXEMPT PURCHASING AGREEMENT**

THIS SALES TAX EXEMPT PURCHASING AGREEMENT made as of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ hereinafter called the “Contractor” and the City of Callaway, Florida, hereinafter called the “Owner.”

RECITALS

1. Contractor and Owner entered a contract dated \_\_\_\_\_, 20\_\_, for Bid No. \_\_\_\_\_, and the performance of the work described therein.
2. Contractor and Owner desire to enter into an arrangement whereby certain purchases under the Contract may be made through the Owner as a means of taking advantage of the Owner’s status of being exempt from sales and use taxes.
3. The Owner is exempt from sales and use taxes. As such it is exempt from the payment of sales and use tax on purchases of tangible property, materials, etc., necessary for the performance of work under construction contracts, provided the Owner determines it is to its best interest to do so, and provided the purchase of such properties, materials, et cetera, are handled in the manner hereinafter described.
4. Should the Owner determine that it is in its best interest to provide the opportunity to eliminate the payments of sales tax for tangible property, materials, etc., to be used in the construction of this project, it will notify the Contractor of its intent to do so.

AGREEMENT

1. The parties intend by this Agreement to comply with the procedures and elements described in Florida Department of Revenue Technical Assistance Advisements 01A-003 (January 8, 2001) and 00A-083 (December 21, 2000), and any conflict or ambiguity in this Agreement shall be resolved in favor of meeting the elements necessary to make tax exempt the purchases contemplated by this Agreement.
2. The Owner shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any supplies, materials or equipment included in the Contractor’s bid for the Contract. The Owner reserves the right to require Contractor to assign to the Owner agreements with suppliers for such goods. Contractor shall, from time to time submit, update and keep current, for consideration by the Owner, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than \$5,000 need not be listed. Contractor’s initial list is attached, incorporated and marked “Exhibit B.” Goods not required for the performance of the Contract shall not be purchased under this Agreement. The Owner reserves the right to delete or add items from this Agreement when it is in the Owner’s best interest.

3. The Owner will be liable for the payment of all purchases properly made hereunder.
4. Contractor shall notify all suppliers not to make sales to the Contractor under this Agreement.
5. For each purchase approved by the Owner to be made under this Agreement, the Contractor shall furnish the Owner, in writing, information sufficient for the Owner to issue to the supplier its Owner purchase order for the requested item, which shall include as an attachment the Owner's Certificate of Exemption. Suppliers will render statements for materials purchased to the Owner in care of the Contractor. After accepting the goods, reviewing and approving the invoices, Contractor will forward the invoices to the Owner's Engineer for approval, processing and delivery to the Owner for payment. Contractor will keep and furnish to the Owner all such records, summaries, reports of purchase orders and invoices, and reports of the status and use of goods handled under this Agreement, as the Owner may reasonably require.
6. The Contract provides that Contractor will perform the work under the Contract for a total lump sum of \$ \_\_\_\_\_, as may be amended from time to time as provided in the Contract. Said amount, as amended, due Contractor under the Contract, shall be reduced by the sum of all amounts paid by the Owner for materials and equipment purchased under this Agreement, including any shipping, handling, insurance or other, similar charges paid by the Owner, and all of the savings of sales and use tax on the purchase of such items.
7. The Contractor shall submit his proposal for base bid and proposals for each Alternate with the inclusion of all required taxes including applicable sales and use tax, the same is if tax were to be paid in the normal manner. Any sales and use tax savings will be effected during the performance of the Contract.
8. Contractor shall immediately notify all subcontractors and material and equipment dealers of the Owner's intent to possibly reduce the construction cost of the project by the purchase of properties, materials, et cetera, in the manner herein described and the Contractor shall not withhold his consent to the arrangement.
9. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the Owner, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the Owner.
10. All sales and use tax savings on the purchase of property, materials, et cetera, shall be credited to the Owner and the amount of the Contract shall be reduced by the full amount of savings which are affected by the omission of payment of sales and use tax.

11. By virtue of its payment of material and equipment invoices, the Owner further intends to benefit from any discounts offered for timely payment to the extent of one-half of the discount offered, the remaining one-half to accrue to the Contractor as an incentive for the Contractor to process invoices well within the discount period. The Contractor shall pay any late penalties caused by their failure to facilitate the processing of invoices within allotted time.
12. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, guarantee and otherwise be responsible for all materials, the same as would have been the case if the tax saving procedures were not implemented.
13. The Contractor as bailee shall have the obligation of receiving, inspecting, storing and safekeeping all goods and materials purchased on behalf of the Owner pursuant to this Agreement. Further, the Contractor shall be responsible for the cost of replacing or repairing any goods or materials lost, stolen, damaged or destroyed while in the Contractor's possession or control as bailee, as well as processing all warranty claims for defective goods and materials to the same extent as if such goods had been Contractor-supplied or purchased in the name of the Contractor.
14. Contractor shall maintain separate accounting records for all transactions carried out under the authority granted to it under this Agreement. Such records shall be open to the Owner or its authorized agent during normal business hours of Contractor.
15. As equitable and legal owner of the materials and equipment purchased under this Agreement, the Owner shall bear the risk of loss thereto and shall have the insurable interest therein. Therefore, Contractor shall, at no additional cost to Owner, cause the Owner to be insured or named as an additional insured as its interest may appear against any loss or damage to such goods to the extent of their full insurable value. All such insurance shall be in such form and through such companies as may be reasonably acceptable to Owner and Contractor shall provide Owner certificates thereof requiring each insurer to provide the Owner ten (10) days written notice in advance of cancellation or modification of coverage.
16. Contractor shall be fully responsible for all matters relating to the procurement of materials and equipment covered by this Agreement, including but not limited to, overseeing that the correct materials and the correct amounts are received timely with appropriate warranties; for inspecting and accepting the goods; and for unloading, handling and storing the materials until installed. Contractor shall inspect the materials when they arrive at the job site, verify that all necessary documentation accompanies the delivery and conforms with the Owner's purchase order, and forward the invoice to the Owner for payment if the goods are conforming and acceptable. Contractor shall verify that the materials conform to plans and specifications and determine before installation that such materials are not defective. Contractor shall manage and enforce the warranties on all materials and equipment covered by this Agreement. Contractor shall be responsible to the Owner for its failure to fully and timely perform its obligations under this paragraph, and this Agreement generally.

17. Whenever title to the materials and equipment covered by this Agreement passes to the Owner prior to being incorporated into the work, the Contractor's possession of the goods is a bailment until such time as each of such goods is returned to the Owner by being incorporated into the work.
18. The Owner shall not be liable for delays in the work caused by delays in delivery of or defects in the goods covered by this Agreement, nor shall such delays or defects excuse Contractor in whole or in part from its obligation to timely perform the Contract.
19. In the event Contractor objects to the payment of any invoice for goods covered by this Agreement, Contractor shall at no additional cost to the Owner, provide all assistance, records and testimony necessary or convenient for the Owner to resolve the supplier's claim for payment.
20. This Agreement and the authority granted to Contractor hereunder may be revoked by the Owner at any time upon verbal or written notice to Contractor at its offices located at \_\_\_\_\_, during normal business hours.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names as of the date and year first above written.

**CONTRACTOR:**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**OWNER:**

**CITY OF CALLAWAY**

By: \_\_\_\_\_

Eddie Cook, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Janice L. Peters, City Clerk

**CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT**

Bidder acknowledges sole responsibility for complying with the Florida Trench Safety Act (Act) and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Grand Total Base Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Method (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
				Total:	\$ _____

Failure to complete the above may result in the bid being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line items of the Bid Form.

By: \_\_\_\_\_

Bidder \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

## ANTI-COLLUSION STATEMENT

I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

- A. The price(s) and amount of this Bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other company or person who is a Bidder or potential Prime Bidder.
- B. Neither the price(s) nor the amount of this Bid have been disclosed to any other company or person who is a Bidder or potential Prime Bidder on this Project, and will not be so disclosed prior to Bid Opening.
- C. Neither the prices nor the amount of the Bid of any other company or person who is a Bidder or potential Prime Bidder on this Project have been disclosed to me or my company.
- D. No attempt has been made to solicit, cause or induce any company or person who is a Bidder or potential Prime Bidder to refrain from Bidding on this project, or to submit a Bid higher than the Bid of this company, or any intentionally high or noncompetitive Bid or other form of complementary Bid.
- E. No agreement has been promised or solicited for any other company or person who is a Bidder or potential Prime Bidder on this Project to submit an intentionally high, noncompetitive or other form of complementary Bid on this project.
- F. The Bid of my company is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary Bid.
- G. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.



- H. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other Project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary Bid, or agreeing or promising to do so, on this Project.
- I. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval, or submission of my company's Bid on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
- J. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment of the true facts relating to submission of Bids for this Contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number