



INVITATION TO BID

ISSUE DATE: July 20, 2022

**City of Fort Walton Beach, Florida
Purchasing Division
105 Miracle Strip Pkwy SW
Fort Walton Beach, Florida 32548
Telephone: (850) 833-9523
Fax: (850) 833-9643
Website: <http://www.fwb.org>**

BID NO: ITB 22-018

OPENING DATE: August 11, 2022

OPENING TIME: 2:30 PM CST

BID REQUESTED:

The City of Fort Walton Beach invites bids for **ITB No. 22-018: CEMETERY BURIAL SERVICES.**

Bids will be opened and publicly read aloud at City Hall Annex - Purchasing Division Office, City of Fort Walton Beach, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida at 2:30 PM CST on August 11, 2022. Bids must be SUBMITTED ON THE FORMS FURNISHED BY THE CITY and in accordance with specifications and the list of quantities desired.

Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below.**

It is the intent and purpose of the City of Fort Walton Beach that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Purchasing Division at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing Division no later than ten (10) days prior to the Bid opening date.

Sincerely,

Giuliana Scott
Purchasing Manager

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1.0 INSTRUCTIONS FOR SUBMITTING BID RESPONSE FOR ITB 22-018:

- 1. Bidders are expected to examine this bid form and all instructions. Failure to do so will be at the Bidder's risk.
- 2. All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee.
- 3. Each Bidder shall furnish all the information required on the Bid form and each accompanying sheet on which he/she makes an entry.
- 4. **Unit price for each unit bid shall be shown for the unit size requested.** A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct. Failure to show unit prices may render a bid as non-responsive.
- 5. Although the City generally awards bids based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover sheet, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided, clearly indicating which items are bid and which are not. **Failure to submit these pages will render such bid non-responsive.**
- 6. The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:

https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf

BID CHECKLIST: Bidders are cautioned to assemble the bid packet using this check list:

- _____ Invitation to Bid Cover Sheet with Total Amount of bid Stated on It
- _____ Signed Bidder's Certification Page
- _____ Addendum Page
- _____ References Completed
- _____ Drug Free Workplace Form, Public Entities Crime Form
- _____ Anti-Collusion Statement, Federal E-Verify, and Scrutinized Companies Form
- _____ Invitation to Bid Price Schedule, Unit Price and Total Price Columns Completed
- _____ Bid Label Prepared as Specified
- N/A Bid Bond

SPECIAL ITEMS (APPLICABLE TO THIS BID ONLY):

- _____ Insurance (See Special Conditions)
- _____ Exceptions to Specifications on company letterhead (See General Conditions 2.7 & 2.8)
- _____ Product Specifications (See General Conditions 3.6)

NOTE: PLEASE ENSURE THAT ALL DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THIS INSTRUCTION SHEET. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.

SECTION I: REQUIRED FORMS

SECTION 1.1 COVER SHEET

ITB TITLE: CEMETERY BURIAL SERVICES

ISSUE DATE: 07/20/2022

BID NO: ITB 22-018

This completed form must appear as the top sheet for all bids submitted.

NO BID BOND REQUIRED FOR THIS BID

Total Amount of bid or Base bid \$ N/A

INDICATE METHOD OF BID BOND FURNISHED BELOW

Amount of bid Bond (5%) \$ N/A

Amount of Cashier's Check (5%) \$ N/A

Amount of Certified Check (5%) \$ N/A

All Items bid? Yes No

Submitted by:

NAME OF BUSINESS

BY: SIGNATURE

MAILING ADDRESS

NAME & TITLE (type or print)

CITY, STATE, ZIP CODE

EMAIL ADDRESS

() TELEPHONE NUMBER

() FAX NUMBER

SECTION 1.2 BIDDER’S CERTIFICATION – ITB 22-018

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

EMAIL ADDRESS

DATE

SECTION 1.3 ADDENDUM PAGE – ITB 22-018

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

DATE

SECTION 1.4 REFERENCES ITB 22-018

Bidder shall submit as a part of the bid package, four (4) business references with name of the business, address, contact person, and telephone number. **All references shall be for similar product that has been delivered within the last five (5) years.**

REGARDING PROPOSER / BIDDER:

Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:

SECTION 1.5 DRUG-FREE WORKPLACE FORM ITB 22-018

The undersigned vendor, on _____, 2022, in accordance with Section 287.087, Florida Statutes, certifies that [business] _____ does:

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 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 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 Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

SECTION 1.6 PUBLIC ENTITY CRIMES FORM – ITB 22-018

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted with Proposal, Proposal or Contract # _____

This sworn statement is submitted by _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is _____ and my relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime (or)
- 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to

enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management 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. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

(Date)

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me on the _____ day of _____, 2022 by means of ___ physical presence or ___ online notarization

by _____ and _____ in their representative
(Name of Person Acknowledging) (Name of Person Acknowledging)

capacity as _____ and _____ of the Operator, who
(TITLE) (TITLE)

_____ is personally known to me, or _____ has produced _____ as ID.
(TYPE OF IDENTIFICATION)

My Commission expires

Public Notary

SECTION 1.7 ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT: The below signed Bidder has not divulged to, discussed or compared their bid with other bidders and has not colluded with any other parties to bid whatsoever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bidder's Company Name

Authorized Signature

Signature Name – Printed

Address

Title

Phone #

Email

Federal ID # or SS #

SECTION 1.8 FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

FAX NO.: _____

SECTION 1.9

SCRUTINIZED COMPANIES PURSUANT TO FL STATUTES 287.135 & 215.473:

By signing and submitting this bid, the undersigned Bidder hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria (for bid amounts of \$1,000,000 or more).

Any contract with the City of Fort Walton Beach for goods and/or services of any amount, entered into on or after July 1, 2019, may be terminated at the sole option of the City, at no cost to the City, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the company is found to have submitted a false certification as provided under subsection (5) of F.S.287-135.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

E-MAIL: _____

SECTION II: GENERAL CONDITIONS

2.1 EXECUTION OF BID: Bid must contain a manual signature of an authorized representative in the space provided. Florida law requires that when a municipality enters into a contractual agreement with a corporation licensed to do business in the State of Florida, such agreement shall be signed by two (2) Corporate Officials (i.e., President, Vice President, Secretary, Treasurer) with the corporate seal affixed. It is also required that such execution be acknowledged before a Notary Public with Notary Seal affixed. If neither the aforementioned corporate officers nor the corporate seal are readily available, a letter of authorization can be submitted in lieu of these requirements. Such letter of authorization must be on the corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such agreement on behalf of the corporation and must be signed by the corporate officials designated above. Failure to submit letter of authorization within two (2) weeks after notification of award may result in award to the next apparent low bidder.

- 2.1.1 In the case of a partnership, the agreement must be signed by a general or managing partner and notarized as outlined above.
- 2.1.2 In the case of a sole proprietorship, the owner must sign the agreement and have such execution notarized.
- 2.1.3 If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing Division at (850) 833-9523 for further clarification.

2.2 SUBMITTAL OF BIDS: Bids shall be submitted utilizing the bid form(s) provided by the City. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount named by a bidder for any item are not in agreement the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected.

2.3 AMENDMENT OF THE INVITATION TO BID: It is the bidder's responsibility to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid (or complete and sign addenda acknowledgement form.) The failure of a bidder to submit acknowledgment of any addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the bid.

2.4 BIDDER'S CERTIFICATION FORM: Each bidder shall complete the "Bidder's Certification" form included with this invitation to bid and submit the form with the bid. The failure of a bidder to submit this document will be cause for rejection of the bid.

2.5 DRUG FREE WORKPLACE PREFERENCE FORM: Pursuant to § 287.087, Fla. Stat., the City must give preference to businesses that have implemented a drug-free workplace programs whenever two or more bids, proposals, or replies are equal in price, quality, and service. If your business has implemented a drug free workplace program, you must provide a copy of all documents, rules, policies and procedures adopted by your business that satisfy the requirements of § 287.087.

2.6 **PUBLIC ENTITY CRIMES FORM:** A person or affiliate, as defined in § 287.133, Fla. Stat., 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 § 287.01, Fla. Stat., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a bid, you are certifying your company is in compliance with § 287.133, Fla. Stat.

2.7 **SPECIFICATIONS REQUIRED:** All items quoted must be in compliance with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach to this Invitation to Bid.

2.8 **ALTERNATIVES/SUBSTITUTIONS TO SPECIFICATIONS:** Any alternatives or substitutions to the attached specifications must be clearly delineated, set out and submitted with the bid (use separate sheets of paper and make them part of the bid).

2.9 **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted in the specifications. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Fort Walton Beach Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Fort Walton Beach to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.

2.10 **TRADE NAMES**

2.10.1 In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder.

2.10.2 The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided the bidder clearly states in their bid or proposal exactly what they propose to furnish and forwards with their bid a clear illustration or other descriptive material which will clearly indicate the character of the article covered by their bid.

2.10.3 The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

2.10.4 If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, a bidder may be required to submit working drawings or sufficient detailed descriptive data to enable the City to determine if such specification requirements are met.

2.11 **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

2.12 **EFFECTIVE PERIOD:** Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

2.13 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

2.13.1 Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Manager and sole contact listed below in Section 2.13.4.**

2.13.2 Any questions related to interpretation of specifications or the bid process shall be addressed to the Purchasing Manager, in writing, in ample time before the period set for the receipt and opening of bids. No inquiries, if received within ten (10) days of the date set for the receipt of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.

2.13.3 It will be the responsibility of the bidder to contact the Purchasing Division or go to www.BidNetDirect.com/Florida and/or www.fwb.org/rfps (Purchasing Division links) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.

2.13.4 Direct all inquiries to:

Giuliana Scott, Purchasing Manager
Purchasing Division, City of Fort Walton Beach
105 Miracle Parkway, SW
Fort Walton Beach, Florida 32548
Telephone: (850) 833-9523 Fax: (850) 833-9643
Email: gscott@fwb.org

Websites: www.BidNetDirect.com/Florida and www.fwb.org/rfps.

2.14 **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified and on any attached sheets, specifications, special conditions or vendor notes.

2.15 RECEIPT OF BIDS, DUE DATE:

2.15.1 **Sealed bids shall be submitted to the Office of the Purchasing Division no later than 2:30 PM (CST), on August 11, 2022.** Bids shall not be accepted after this time and date. Each bid shall be submitted in a sealed envelope marked with the bid number, title of the bid, and bid opening date.

2.15.2 Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid, where requested.

2.15.3 Sealed bids are to be addressed as follows for either mail or hand delivery. Bids submitted by mail must be received by the Purchasing Manager before the bid opening time.

2.15.4 To facilitate the bid process, the City encourages bidders to use the electronic price sheet available at www.fwb.org/rfps. Go to 22-018 and click on the Price Sheet. This completed form may be saved on a thumb-drive or CD and delivered with the rest of the bidder’s package.

2.15.5 **Cut out & use the label printed here, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid”.**



Deliver to:	Purchasing Manager – City Hall Annex Building City of Fort Walton Beach 105 Miracle Strip Pkwy SW Fort Walton Beach, FL 32548
SEALED BID DO NOT OPEN	
SEALED ITB#:	22-018
ITB TITLE:	Cemetery Burial Services
DUE DATE/TIME:	08/11/2022 2:30 PM – Central Time

2.16 **WITHDRAWAL OF BIDS:** Bidders may withdraw a bid after it has been deposited with the Purchasing Division's Office any time before the scheduled time for opening the bids.

2.17 **BID OPENING:** Bid Opening shall be public, on the date and at the time specified on the bid form. It is the bidder’s responsibility to assure that bids are delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be returned but will be retained in the "BID FILE" unopened. Offers by telephone for a sealed bid cannot be accepted.

2.18 **AWARD OR REJECTION OF BIDS:** The contract will be awarded to the lowest responsive and responsible bidder(s) complying with all the provisions of the Invitation to Bid, provided the bid price is reasonable and it is in the interest of the City to accept it.

2.18.1 The City of Fort Walton Beach reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The City of Fort Walton Beach also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

2.18.2 Award will be made in approximately ninety (90) days. It is incumbent on bidders to contact the Purchasing Division at (850) 833-9523 to determine the successful bidder(s). Bidders or respondents who do not agree with the City Council's award are afforded the opportunity to protest the recommendation by submitting a written vendor protest to the Purchasing Division within three (3) business days after City Council has awarded the purchase. Failure to file a written vendor protest within three (3) business days shall constitute a waiver of proceedings under this policy.

2.18.3 In the best interest of the City, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any and all bids, or to waive any informality or technicality in bids received.

2.19 **SELECTION / REJECTION OF OPTIONS/ALTERNATIVES:** If an Invitation to Bid permits options or alternatives, the City reserves the right to select or reject any or all options or alternatives that are bid and as deemed to be in the best interests of the City.

2.20 **BID TABULATION & EVALUATION:** Bidders may request copies of the bid tabulation documents via email, in person or by sending a stamped, self-addressed envelope with the bid. Bid Tabulations will not be provided by telephone.

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

2.22 **CONDITION and PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new and the current production model at the time of this bid, unless otherwise specified. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

2.23 **MARKING:** Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Fort Walton Beach Purchase Order Number.

2.24 **SAFETY STANDARDS:** Unless otherwise specified in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements and standards of the Occupational Safety and Health Act.

2.25 **TAX EXEMPT:** The City does not pay federal excise and state sales taxes. Our tax exemption number is 85-8012740106C-0 and is on our purchase orders.

2.26 **POLITICAL SUBDIVISIONS CONTRACTS:** Under Florida Law, prices contained in State Contracts shall be available to the City of Fort Walton Beach, who might wish to purchase under a State Purchase Contract. The City reserves the right to purchase from a State Purchase Contract if in the best interest of the City.

2.27 **PIGGYBACK PROVISIONS:** Under the Florida Inter-local Cooperation Act of 1969, public agencies may engage in cooperative purchasing agreements and intergovernmental agreements and contracts. Winning Bidder agrees to provide same terms and conditions to other qualified government agencies within the State of Florida.

2.27.1 The submission of any bid in response to this ITB constitutes an offer made under the same basis of pricing; terms and conditions, for the same contract price, to other governmental agencies within the State of Florida, unless otherwise stipulated by the bidder in their submitted packet.

2.27.2 Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this bid.

2.28 **CONFLICT OF INTEREST:** Any award of contract for this Invitation to Bid is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Fort Walton Beach. Further, all bidders must disclose the name of any City of Fort Walton Beach officer, director, or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidder's firm or any of its branches or who has any contractual relationship or agreement of any kind with the bidder. The bidder warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

2.29 **INSPECTION, ACCEPTANCE, and TITLE:** Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Fort Walton Beach, unless loss of damage results from negligence by the City of Fort Walton Beach or its Departments.

2.30 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered in the specifications of this Invitation to Bid shall apply. Lack of knowledge by the bidder will in no way be cause for relief from such responsibility.

2.31 **LIABILITY:** The vendor shall hold and save the City of Fort Walton Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of any purchase order which may result from this bid.

2.32 **FISCAL YEAR FUNDING APPROPRIATION:** Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of adequate funds by City Council.

2.33 **CANCELLATION DUE TO UNAVAILABILITY OF FUNDS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

2.34 **INVOICING and PAYMENT:** The awarded bidder shall be paid upon submission of **INVOICES TO: Accounts Payable, City of Fort Walton Beach, 107 Miracle Strip Pkwy SW, Fort Walton Beach, Florida 32548.** Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Fort Walton Beach Purchase Order Number.

2.35 **FLORIDA PROMPT PAYMENT ACT:** For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

- 2.35.1 A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
- 2.35.2 The amount due, applicable discount(s), and the terms thereof;
- 2.35.3 The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- 2.35.4 The Purchase Order or Contract number as supplied by the City; and
- 2.35.5 Identification by office or department where and to whom the goods were delivered, or services provided.
- 2.35.6 All invoices shall be delivered to Accounts Payable., City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.
- 2.35.7 The invoice must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City; the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements are in compliance with those requirements.

2.36 **DISPUTE RESOLUTION:** In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City department or office which has the dispute along with a representative of the City's Purchasing Division and the invoicing party shall meet to consider the disputed issues.

- 2.36.1 The invoicing party shall provide to the City such material and information as the City may reasonably require.
- 2.36.2 Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature.
- 2.36.3 This procedure shall commence not later than 45 days and be resolved not later than 60 days after the date on which the proper invoice was received by the City.
- 2.36.4 If the issue cannot be resolved, then it will be submitted to the City Manager. Any decision by the City Manager shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.

2.37 **RIGHT TO AUDIT RECORDS:** The City shall be entitled to audit the books and records of the awarded bidder or any sub-awarded bidder to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the awarded bidder for a period of three (3) years from the date of final payment under the Agreement and by the sub-awarded bidder for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

2.38 **PUBLIC RECORDS**

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

**CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548
850-833-9509 clerk@fwb.org**

- 2.38.1 Awarded bidder shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, awarded bidder shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 2.38.2 Awarded bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the awarded bidder does not transfer the records to the City.

- 2.38.3 Upon completion of the contract, awarded bidder shall transfer, at no cost, to the City all public records in possession of the awarded bidder or keep and maintain public records required by the City to perform the service. If awarded bidder transfers all public records to the City upon completion of the contract, awarded bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If awarded bidder keeps and maintains public records upon completion of the contract, awarded bidder shall meet all applicable requirements for retaining public records.
- 2.38.4 All public 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.
- 2.38.5 Failure of awarded bidder to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 2.38.6 If awarded bidder fails to provide the public records to the City within a reasonable time awarded bidder may be subject to penalties under Section 119.10, Florida Statutes. If it is found that awarded bidder has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

2.39 LOCAL MERCHANT PREFERENCE: In accordance with Section 4.01.02 of the City of Fort Walton Beach Code of Ordinances, in operating within the policy of purchasing quality to suit the intended purpose at the least expense, every effort will be made to purchase from merchants located within the City.

- 2.39.1 If all bids/proposals received in response to a competitive procurement are for the same total amount or unit price, quality and service being equal, the procurement shall be awarded to the local merchant.
- 2.39.2 Local Merchant will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a local merchant, as defined in Section 2.18 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.
- 2.39.3 Exception to this Local Merchant Preference policy shall apply to:
 - 2.39.3.1 Purchases or contracts made under an emergency situation, as defined by Section 2.14 of the City's Purchasing Policies and Procedures.
 - 2.39.3.2 Purchases funded in whole or part by a governmental agency (grant purchases).
- 2.39.4 The City Council may waive application of the local merchant preference.

SECTION 3 - SPECIAL CONDITIONS

If marked, the following Special Conditions apply to this invitation to bid:

N/A 3.1. PRE-BID CONFERENCE

XX 3.2 PERFORMANCE TIME: The Contractor shall deliver the required service within ONE (1) calendar day after the Purchase Order or Notice to Proceed has been issued.

XX 3.3 FAMILIARITY WITH SITE CONDITIONS: The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgement by the bidder that he is familiar with all such conditions. Failure or neglect of a bidder to be familiar with the site of the proposed work shall in no way relieve the bidder from any obligations with respect to this bid.

XX 3.4 RIGHT TO AUDIT RECORDS: The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

N/A 3.5 VALUE ENGINEERING: It is the intent of the City to award a contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. In the event the lowest responsible bid exceeds the City's established fixed construction cost, the City shall have the right to engage the lowest responsible bidder in value engineering in order to comply with the fixed construction cost. In no instance shall such value engineering exceed ten percent (10%) of the base bid or reduce the base bid to an amount less than the fixed construction cost in place at the time of bidding.

XX 3.6 BIDDER QUALIFICATION: Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service three hundred, sixty-five (365) days a year. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

XX 3.7 INSPECTION: The City reserves the right to conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

XX 3.8 FISCAL YEAR FUNDING APPROPRIATION: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract.

Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of adequate funds by City Council.

XX 3.9 CANCELLATION DUE TO UNAVAILABILITY OF FUNDS: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

XX 3.10 EXECUTION OF CONTRACT: The successful bidder shall, within fifteen (15) calendar days after Notice of Award is issued by the Purchasing Manager, enter into a contract with the City for the performance of work awarded and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.10.1 CONTRACT REQUIRED: The City and the successful Bidder shall enter into a Contract for Services that will include, but not be limited to, and may be superseded by such Contract, the following terms and conditions.

3.10.1.1 Independent Contractor Status; Indemnity: At all times the Contractor will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the Bidder, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

3.10.1.2 Subcontractor(s): Unless otherwise stated in the contract documents or the bidding requirements, the Contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

3.10.1.3 Copyrighted, Confidential Information: If applicable, the Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit, or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the

United States. The Bidder shall pay all damages and costs awarded against the City.

- 3.10.1.4 Time Is Of the Essence: A condition that time is of the essence for the proper provision of services of the Contract and that the successful Bidder will conduct all required work diligently and as specified by the City.
- 3.10.1.5 Assignment: The successful Bidder may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.
- 3.10.1.6 Termination for Convenience: The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Bidder for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Bidder for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.
- 3.10.1.7 Termination for Default: The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Bidder, if the Bidder: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.
- 3.10.1.8 Failure To Execute Contract: Failure of the successful Bidder to enter into a contract in the prescribed time may be cause for cancellation of the award to that Bidder. In the event the award is cancelled, the award may then be made to the second lowest responsive and responsible Bidder, or the City may reject all of the proposals. Contractors who default are subject to suspension and/or removal from the City's Bidders List.
- 3.10.1.9 Right To Audit Records: The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

- 3.10.1.10 Fiscal Year Funding Appropriation: Unless otherwise provided by this Invitation to Bid, the contract for supplies or services may be entered into for a one year period of time. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.

XX 3.11 FAILURE TO EXECUTE CONTRACT: Failure of the successful bidder to enter into a contract in the proscribed time may be cause for cancellation of the award to that bidder. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, or the City may reject all of the bids. Contractors who default are subject to suspension and/or removal from the Bidder's List.

XX 3.12 FLORIDA PROMPT PAYMENT ACT: For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor, or other invoicing party shall consist of at least all of the following:

- 3.12.1 A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- 3.12.2 The amount due, applicable discount(s), and the terms thereof;
- 3.12.3 The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- 3.12.4 The Purchase Order or Contract Number as supplied by the City; and identification by office or department where and to whom the goods were delivered or services provided;
- 3.12.5 Delivery Of Invoice: All invoices, to be considered a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Fort Walton Beach, 107 Miracle Strip Parkway, SW, Fort Walton Beach, Florida, 32548.
- 3.12.6 Delivery Acceptance Required: An invoice will not be considered proper unless there has been delivery, installation, or provision of the goods/services to the correct City office, division, or department, acceptance by the City of the goods/services, and the contractor has otherwise complied with all of the contract's terms and conditions and is not in default of any of them.
- 3.12.7 The invoice must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City; the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements are in compliance with those requirements.

XX 3.13 DISPUTE RESOLUTION: In the event a dispute occurs between a contractor, vendor, or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City department or office which has the dispute along with a representative of the City's Purchasing Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than 45 days and be resolved not later than 60 days after the date on which the proper invoice was received by the City. If the issue cannot be resolved, then it will be submitted to the City Manager. Any decision by the City Manager shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.

XX 3.14 BIDDER’S CERTIFICATION FORM: Each Bidder shall complete the “Bidder’s Certification” form included with this Invitation to Bid, and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals may be rejected if the Bidder’s Certification is not submitted with the proposal.

XX 3.15 PUBLIC ENTITY CRIMES: A person or affiliate, as defined in Chapter 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Chapter 287.01 of the Florida Statutes for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

XX 3.16 DRUG FREE WORKPLACE CERTIFICATION: By submitting the Drug Free Workplace Form as part of this Invitation to Bid, you are certifying that your company is a drug-free workplace in accordance with Chapter 287.087 of the Florida Statutes.

N/A 3.17 BOND REQUIREMENTS

- 3.17.1 The Contractor will execute and deliver to the City, with the contract, a Performance Bond in the face amount of \$70,000 as surety for faithful performance under the terms and conditions of the contract.
- 3.17.2 Performance Bond shall accompany the contract be signed, sealed and dated no earlier than the contract effective date and specifically refer to the contract by date.
- 3.17.3 Surety companies providing any bond must be listed in the latest Federal Register of the U.S. Department of Treasury, Circular 570, entitled “Surety Companies Acceptable on Federal Bonds”, or otherwise acceptable to the City.

XX 3.18 INSURANCE: Bidders must be eligible for and provide evidence of insurance coverage, which equals or exceeds the City’s minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Proof of Insurance must accompany the signed contract.

XX 3.18.1 Workers Compensation

- Coverage A In conformity with Florida Statutes
- Coverage B \$500,000/\$500,000/\$500,000

XX 3.18.2 Commercial General Liability

- Each occurrence for Bodily Injury/Property Damage \$1,000,000
- Products/Completed Operations \$1,000,000
- Annual Aggregate for Bodily Injury/Property Damage \$2,000,000
- Products/Completed Operations \$1,000,000

XX All coverage above shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured.
- The policy shall not be cancelled unless the City is given at least 30 days’ notice.
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

XX 3.18.3 Business Automobile Liability

Combined Single Limit - \$1,000,000

XX This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured
- The policy shall not be cancelled unless the City is given at least 30 days’ notice.
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.
- Symbol "1,2" (Any Auto) or equivalent, shall be used to designate insured autos.

XX 3.19 CONSTRUCTION OF SPECIAL CONDITIONS: If any specification or general condition of this Invitation to Bid conflicts with any Special Condition, the Special Condition shall have precedence over the General Condition.

SECTION 4 – INTRODUCTION; OVERVIEW, SCOPE OF SERVICES; TERMS OF CONTRACT

4.0 INTRODUCTION - The City of Fort Walton Beach, Florida is seeking the services of a Cemetery Burial Contractor to meet the needs of the City. The City shall be the exclusive agent for selling and marking sites and will also ensure that all locations are properly marked for authorized burials. It is the intent of this solicitation to secure a source for the City of Fort Walton Beach, FL for a period of one (1) year with four (4) one (1) year options.

4.1 OVERVIEW - The City of Fort Walton Beach does approximately 150 burials per year (Average of 13 per month). These services are provided at two sites:

- Beal Memorial Cemetery - 316 NW Beal Parkway Fort Walton Beach, FL 32548 (main location)
- Brooks Memorial Cemetery – 129 Shell Avenue SE, Fort Walton Beach, FL 32548

4.2 SCOPE OF SERVICES - The Contractor shall provide the following as a minimum:

4.2.1 The Contractor shall provide all labor, material, supplies and equipment for the opening and closing of burial spaces, including set and sealing of vaults not supplied by Contractor, interments, disinterments, and other related functions. No City Equipment or supplies will be provided.

4.2.2 The Contractor will prepare the site for the installation of a vault, to include setting and sealing of the vault.

4.2.2.1 **ALL GRAVESITES SHALL BE HAND DUG** – Absolutely no machinery will be used or allowed in the Cemetery unless the Cemetery Supervisor requests the use of a backhoe due to large number of openings in a short period of time. The backhoe may only be used at the request of the Cemetery Supervisor, and the Cemetery Supervisor reserves the right to request a certain operator for the backhoe usage.

4.2.2.2 Access to some grave sites is difficult and can require the movement and replacement of headstones and coping. Contractor shall be responsible for promptly repairing and replacing headstones, grave markers, coping, and the like, or other surface disturbances caused by it, its employees or agents, during the execution of their duties.

4.2.2.3 The Contractor shall be responsible for opening the grave to a depth necessary to install a vault/burial container.

4.2.2.4 The Contractor shall have the burial spaces prepared for the interment by the scheduled funeral time (church/chapel service) or if graveside, a minimum of one (1) hour prior to the graveside services.

4.2.2.5 All closings shall be completed immediately following the burial services. All work shall be done during daylight hours.

- 4.2.3 The Contractor shall provide cribbing, as necessary, grass, tent, lowering device, and a minimum of 12 chairs.
 - 4.2.4 The Contractor shall have workers available and close-by during the service to provide any assistance that the funeral home or cemetery personnel may need, and ensure expedient closing of the grave.
 - 4.2.5 The Contractor shall park their equipment in designated areas during services, and will remain there until notified by Funeral director or Cemetery staff.
 - 4.2.6 The Contractor shall be responsible for promptly repairing or replacing property such as Headstones, Grave Markers, Coping, etc., that may be damaged during the execution of their duties.
- 4.3 Staffing –
- 4.3.1 The Contractor shall be available to perform services three hundred sixty five (365) days a year.
 - 4.3.2 The Contractor shall have the personnel/staff to perform up to four (4) services (minimum) in an eight (8) hour period at the City’s two (2) cemeteries.
 - 4.3.3 Contractor’s staff shall coordinate with City staff in scheduling of work, confirming each vault placement and grave site location, and obtaining City Staff approval prior to starting work each day.
 - 4.3.4 Contractor shall assure City that Contractor has performed background checks on workers assigned to work on City premises; and will ensure that City Rules of Conduct are followed (Exhibit A).
- 4.4 Contract terms –
- 4.4.1 Firm Price for Term - Cost specified in the proposal shall remain firm for the initial one (1) year period of the contract. Increases or decreases in subsequent years may be re-negotiated and shall be subject to appropriation by City Council.
 - 4.4.2 The term of the Contract shall be for one (1) year, subject to annual appropriation by the City Council, with the City’s option to renew up to four (4) one (1) year extensions for a maximum of five (5) years.
 - 4.4.3 Awarded vendor may not directly or indirectly charge any resident using City cemetery properties for services covered by this agreement, either by arrangement of funeral homes or by the vendor itself. Awarded services are paid solely by the City to the awarded vendor only.
 - 4.4.4 ‘Pre-need’ vaults may be purchased by residents, and installed within the City’s cemeteries. Awarded vendor is not responsible for initial installations of pre-need vaults.

4.4.5 Bidder is permitted to include an escalation/de-escalation price clause in their bid, to allow for fluctuations in commodity pricing of fuel surcharges, or labor costs. However:

- 4.4.5.1 Escalation clause must be based on nationally-recognized price index, and will not be updated more frequently than on a semi-annual basis.
- 4.4.5.2 Escalation clause will be applied for both price increases AND decreases of commodity (fuel) during the contract.
- 4.4.5.3 Escalation clause must reference the index pricing it is based on, and include the calculation which will be used to determine the change in pricing.
- 4.4.5.4 It will be Bidder's responsibility to initiate any price increase by submitting a price escalation request along with supporting documentation.
- 4.4.5.5 Any request for increase of fuel surcharge during the contract MUST be supported by proof of fuel tax increase.
- 4.4.5.6 Escalation clause shall not apply to Bidder's profit/overhead margins.
- 4.4.5.7 Price adjustment requests based on the stated escalation clause will not be reviewed more frequently than on a semi-annual basis.

4.5 Contract Award - The Contractor's bid package must be complete to be considered for award.

- 4.5.1 The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Invitation to Bid.
- 4.5.2 The City of Fort Walton Beach reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.
- 4.5.3 It is the City's intent to make an award within ninety (90) working days of the bid due date.
- 4.5.4 Award, if made, will be in accordance with the terms and conditions herein and shall be in the form of a Contract. Awarded vendor will be given the City's contract compliance document to complete and return within thirty (30) calendar days of contract award.

4.6 Negotiations -

- 4.6.1 The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Bidder's best terms from a cost or price and technical standpoint.

4.6.2 The City reserves the right to enter into contract negotiations with the selected Bidder. If the City and the selected Bidder cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next ranked Bidder. This process will continue until a contract has been executed or all Bidders have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

SECTION 5 – PRICING SHEET

22-018 - PRICING SHEET*					
ITB 22-018		CEMETERY BURIAL SERVICES for the City of Fort Walton Beach, FL			
Item No.	Qty	Unit	Description	Unit Cost	Total Cost
1	113	EA	Graves & Mausoleums Open/Close with set up -Monday - Friday	\$	\$
2	22	EA	Graves & Mausoleums Open/Close with set up -Saturday	\$	\$
3	7	EA	Graves & Mausoleums Open/Close with set up -Sunday	\$	\$
4	8	EA	Disinterment Services – Open/Close for each grave	\$	\$
	150 Total				
			TOTAL BID:	\$	\$
<p>NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS ON THIS PAGE. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.</p> <p>NOTE 2: “TOTAL COST” EQUALS QTY (x) UNIT COST.</p>					

1. FOB Point: Jobsite (Delivered Only)
2. Terms of Payment: (e.g. Net 30): .

* Provide any exceptions taken to the specifications in a letter format on company letterhead.

EXHIBIT A – 2022 RULES OF CONDUCT



City of Fort Walton Beach Beal Memorial Cemetery Rules of Conduct

While on City premises at Beal Memorial Cemetery (Cemetery), all vendors and staff must keep in mind that the Cemetery is a place of dignity and comfort for families experiencing grief and sadness. Though the work at hand may seem routine, we require that all staff behave with the utmost respect while working at this location.

To that end, the following guidelines are listed as examples of behavior that the City requires to be followed at all times, whether or not residents or city staff are present.

Equipment –

- Roadways may not be blocked with any equipment.

Attire / Clothing –

- All workers must wear shirts at all times, preferably with the vendor logo visible.
- Tattoos should be covered, and absolutely no tattoos visible showing profanity, nudity, racial, political or sexist slurs, or gang-emblems.

Sound –

- All conversations must be at conversational tone (i.e. No yelling to other workers; use walkie-talkies to communicate with workers in other parts of the cemetery).
- No audible music; headphones may not be used while operating equipment (vehicles, tractors, etc.).

Conduct –

- Do not place anything at all on any tombstone (i.e. cigarettes, glasses, jackets, drink cups, cell phones, tape measures)
- Facilities are available to use the restrooms. Workers may not use the open areas of the cemetery as a place to relieve themselves.
- No spitting or chewing tobacco.

Staffing –

If a problem arises affecting arrival time of vendor staff, prior to City Staff being available (before City’s normal operating hours of 7 to 4:30; or on weekends/holidays) it will be the **Vendor’s responsibility** to keep in touch with City staff as to when Vendor staff will be arriving.

Vendor understands these Rules of Conduct and agrees to train and supervise their staff to work within the City rules.

Signature

Date

Printed Name

Vendor Name

EXHIBIT B – 2022 CEMETERY POLICIES



CEMETERY POLICIES FOR OPENINGS AND CLOSINGS (Contractors)

1. Contractor shall present a written work order to cemetery staff with the name of the deceased, time of service, name of the funeral home and location of the grave space upon arrival.
2. The grave will be marked with orange paint and only that area will be excavated.
3. The cemetery staff should be notified before removing any items from any grave space. **(Example - vases, headstone or personal items)**
4. Grass should be at least 3 inches thick when removed from grave.
5. Dirt and grass will be placed on a tarp away from and out of sight of the grave location and disguised with a presentable covering.
6. When relocating the dirt from the grave space to the designated area machinery should enter and exit only from the roadway inlets.
7. Vault and lid should be set with the tractor or the vault setter unless cemetery staff approves other means. All other equipment will remain on the roadway at all times unless in designated parking area.
8. All setups should be clean and presentable:
 - Tent top, carpet and chair covers in good and clean condition, tent poles straight and lowering device polished.
 - All tools, equipment and unsightly debris, including the dirt on the roadway, should be removed from the area before funeral or family arrives.
9. Contractors should remain out of sight of funeral service until notified by either the funeral home or cemetery staff, and be readily available to close service out.
10. The grave should be tamped back to its original compaction and have 12 or more inches of covering when completed. Any settling that occurs with the grave due to it not being properly tamped will be the Contractor’s responsibility to repair.
11. All equipment should be parked in the designated area. (Please check with staff, this location may periodically change.)
12. Contractor’s equipment should not be left on City property overnight.

The Cemetery Supervisor will document any incidents where policies are not followed and notify the owner of the Burial Service Company. In the event of repeated failure to abide by the above policies, the Cemetery Supervisor can/will prevent that employee from doing work at Beal Memorial Cemetery.

Contractor Acknowledgement

Date

CITY OF FORT WALTON BEACH, FLORIDA

NOTICE TO BIDDERS

BID NUMBER: ITB No. 22-018**Date: July 20, 2022**

The City of Fort Walton Beach will accept sealed bids at City Hall until August 11, 2022, at 2:30 PM, local time, at which time all bids received will be opened and read aloud at the City Hall Annex - Purchasing Division Office, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida, for the following:

ITB 22-018: CEMETERY BURIAL SERVICES

Copies of Bid Provisions and Bid Forms may be found at the Florida Bid System website at www.BidNetDirect.com (registration required) or at the City of Fort Walton Beach website at www.FWB.org/rfps.

Additional technical information relative to this bid may be obtained from Giuliana Scott, Purchasing Manager, at (850) 833-9523 or gscott@FWB.org during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope:

ITB 22-018: CEMETERY BURIAL SERVICES

Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have their bid considered.

Address responses and deliver to:

**Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Parkway, SW
Fort Walton Beach, FL 32548**

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:

https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf