

**INVITATION TO BID****ISSUE DATE: JUNE 23, 2020**

**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 20-006****OPENING DATE: JULY 21, 2020****OPENING TIME: 2:30 PM CST****BID REQUESTED:**

The City of Fort Walton Beach invites bids for **Invitation to Bid (ITB) No. 20-006: HVAC & ELECTRICAL SERVICES FOR CITY FACILITIES.**

**Bids will be opened and publicly read aloud at City Hall Annex Building - Training Room, City of Fort Walton Beach, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida at 2:30 PM CST on July 21, 2020. 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. SEE Section 2.15.**

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 20-006:**

- 1.0.1 Bidders are expected to examine this bid form and all instructions. Failure to do so will be at the bidder's risk.
- 1.0.2 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.
- 1.0.3 Each bidder shall furnish all the information required on the bid form(s) and each accompanying sheet on which he/she makes an entry.
- 1.0.4 Unit price for each unit bid shall be shown. 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.
- 1.0.5 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.
- 1.0.6 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](mailto:clerk@fwb.org) to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail [clerk@fwb.org](mailto:clerk@fwb.org).

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

_____	Invitation to Bid Cover Sheet with Total Amount Bid Stated On It
_____	Signed Bidder's Certification Page
_____	Addendum Page
_____	References Completed
_____	All forms
_____	Price Schedule
_____	Contractor's Questionnaire
_____	Bid Envelope Prepared as Specified – (See Page 19)

**SPECIAL ITEMS (APPLICABLE TO THIS BID ONLY):**

<u>N/A</u>	Performance Bond Requirements (See Special Conditions – Pg 31)
<u>XX</u>	Insurance (See Special Conditions-Pages 31-32)
<u>XX</u>	Exceptions to Specifications on company letterhead (See General Conditions - Section 2.10 & 2.11)

**NOTE: PLEASE ENSURE THAT ALL DOCUMENTS ARE COMPLETED & 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 1.1

**COVER SHEET**

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

**TITLE: ITB 20-006:**

**ISSUE DATE: JUNE 23, 2020**

**BID NO: 20-006**

**NO BID BOND REQUIRED**

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

<b>Amount of Bid Bond (5% of base bid)</b>	\$ <u>N/A</u>
<b>Amount of Cashier's Check (5% of base bid)</b>	\$ <u>N/A</u>
<b>Amount of Certified Check (5% of base bid)</b>	\$ <u>N/A</u>

Please specify -- 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**

**1.2 BIDDER'S CERTIFICATION – ITB 20-006**

I have carefully examined the Invitation to Bid, 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

---

DATE

**1.3 ADDENDUM PAGE ITB 20-006**

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

**1.4 REFERENCES – ITB 20-006**

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

**REGARDING PROPOSER / BIDDER:** \_\_\_\_\_

<b>Name:</b>	<b>Name:</b>
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
Total # of Facilities: _____	Total # of Facilities: _____
Total # of HVAC Units: _____	Total # of HVAC Units: _____
How long have you had this contract? _____	How long have you had this contract? _____
<b>Name:</b>	<b>Name:</b>
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
Total # of Facilities: _____	Total # of Facilities: _____
Total # of HVAC Units: _____	Total # of HVAC Units: _____
How long have you had this contract? _____	How long have you had this contract? _____

**1.5 DRUG-FREE WORKPLACE FORM ITB 20-006**

The undersigned vendor, on \_\_\_\_\_, 2020, in accordance with Section 287.087, Florida Statutes, certifies that [company] \_\_\_\_\_ 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/PRINTED)

**1.6 PUBLIC ENTITY CRIME FORM – ITB 20-006 (2 PAGES)**

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 Bid, Proposal or Contract # 20-006

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)©, 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 by means of \_\_\_ physical presence or \_\_\_ online notarization, by \_\_\_\_\_ (name of person acknowledging), who \_\_\_ is personally known to me or \_\_\_ has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public

My Commission expires

**1.7 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,
- Bidder shall expressly require any subcontractors performing work or providing services pursuant to the contract 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 Bidder 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 \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

EMAIL \_\_\_\_\_

PHONE # \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TYPED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

**1.8 LOBBYING CERTIFICATION FORM****LOBBYING – 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

## APPENDIX A, 49 CFR PART 20–CERTIFICATION REGARDING LOBBYING

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

[Note: Pursuant to 31 U.S.C. § 1352©(1) –(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Bidder’s Authorized Official

\_\_\_\_\_ Name and Title of Bidder’s Authorized Official

\_\_\_\_\_ Date

**1.9 CONTRACTOR QUESTIONNAIRE – INCLUDE THIS FORM WITH YOUR BID (2 PGS).**

**FAILURE TO COMPLETE & RETURN THIS FORM WILL RESULT IN REJECTION OF BID**

**BIDDER COMPANY NAME:** \_\_\_\_\_

**1. Has your business been certified as a MOB/WOB/SDVOB by the State of Florida Office of Supplier Diversity? (If yes, provide copy of documentation)**

YES \_\_\_\_\_ NO \_\_\_\_\_

**2. Is your business located within the City limits of Ft. Walton Beach?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**Business Address:** \_\_\_\_\_

\_\_\_\_\_

**3. How many years has your company been in HVAC services? \_\_\_\_\_ years**

**4. Do you have experience servicing commercial HVAC systems, chillers and boilers? Please describe your experience (type of equipment, size of equipment, brand, etc.) AND attach copies of Certifications received.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. How many full-time employees do you have? \_\_\_\_\_ Part-time? \_\_\_\_\_**

**6. How many vehicles do you have? \_\_\_\_\_**

**7. Do you have the capability to provide an online Database of Customers Facilities with related HVAC Equipment and Online summary reporting of maintenance services performed?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. Is your company licensed to do business in the State of Florida? YES \_\_\_\_\_ NO \_\_\_\_\_ (Please provide a copy of all licenses, local and state.)**

BIDDER NAME: \_\_\_\_\_

(Page 2 of 2)

9. Can you meet the insurance requirements for this contract and provide proof of insurance at the time of contract signing if awarded the contract? YES \_\_\_ NO \_\_\_

10. **No subcontracting will be allowed for HVAC or Electrical services;** however, if a subcontractor is needed to get equipment on a roof, for example, that would be acceptable. Will you subcontract any portions of the work to be performed under this contract? Please explain:

\_\_\_\_\_  
\_\_\_\_\_

11. Do you offer a Priority Service Guarantee? YES \_\_\_\_\_ NO \_\_\_\_\_

Explain: \_\_\_\_\_

o What is your Response Time for call outs during operating hours? \_\_\_\_\_

o What is your Response Time for call outs after normal working hours? \_\_\_\_\_

12. Is there any other information you would like to provide that would help the City in selecting the best contractor for HVAC Services?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Completed By:

\_\_\_\_\_  
Name and Title

*End of Form*

Section 1.10 **SCRUTINIZED COMPANIES PURSUANT TO FS 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 2 - 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 **PROPRIETARY INFORMATION:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Bidders should be aware that ITBs and the responses thereto are public records and subject to public inspection. **If a bidder believes that any information contained in a bid package is confidential or proprietary and exempt from public disclosure, the bidder shall identify specifically any such information contained in their proposals and cite specifically the applicable exempting law.**

2.4 **AMENDMENT OF THE INVITATION TO BID:** If it is necessary to revise or amend any part of this RFP, the Purchasing Division will post the addendum on the Florida BidNet website at [www.BidNetDirect.com](http://www.BidNetDirect.com) and/or on the City's website at [www.fwb.org/rfps](http://www.fwb.org/rfps). 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) or any addenda that material affects the bid, is considered a major irregularity and will be cause for rejection of the bid.

2.5 **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.

2.6 **PUBLIC ENTITY CRIMES FORM:** A person or affiliate, as defined in § 287.133, Florida Statutes, 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, Florida Statutes, 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, Florida Statutes.

2.7 **DRUG FREE WORKPLACE PREFERENCE FORM:** Pursuant to § 287.087, Florida Statutes, 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.

2.8 **SCRUTINIZED COMPANIES; BOYCOTTING FORM:** Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Florida Statutes Section 287.135.

2.8.1 Pursuant to Florida Statutes Section 287.135, the City may immediately terminate this Contract for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the project.

2.8.2 As provided in Subsection 287 .135(8), F.S., if Federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

2.9 **LOCAL VENDER PREFERENCE:** The City may give preference to a local vendor whenever two or more bids, proposals, or replies are equal in price, quality and service. In the event of a tie by local vendors, the award may be split when it is in the best interests of the City.

2.10 **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.

2.11 **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).

2.12 **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.

2.13 **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.

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

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

2.15.1 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 Representative and sole contact listed below in Section 2.15.4.**

2.15.2 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.

2.15.3 It will be the responsibility of the bidder 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.

2.15.4 **Direct inquiries to:**

**Giuliana Scott, Purchasing Manager  
Purchasing Division, City of Fort Walton Beach  
105 Miracle Strip Parkway SW  
Fort Walton Beach, Florida 32548**

**Telephone: (850) 833-9523 Fax: (850) 833-9643**

**Email: [gscott@fwb.org](mailto:gscott@fwb.org)**

**Website: <http://www.fwb.org/rfps>**

2.16 **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.

2.17 **RECEIPT OF BIDS, DUE DATE:**

2.17.1 **Sealed bids shall be submitted to the Office of the Purchasing Division no later than 2:30 PM (CST), on July 21, 2020.** 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.

2.17.2 Sealed bids may be delivered by either mail or hand-delivery. Bids submitted by mail must be received by the Purchasing Division before the bid opening time.

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

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



**Deliver to: Purchasing Mgr – 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#: 20-006**

**ITB TITLE: HVAC & ELECTRICAL SERVICES**

**DUE DATE/TIME: 07-21-2020 2:30 PM – Central Time**

2.18 **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.

2.19 **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.

2.20 **COMPLETENESS.** All information required by the Invitation to Bid must be supplied to constitute a legitimate bid.

2.21 **BID OPENING:** The 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 their bid is 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.

2.22 **PROPERTY OF THE CITY:** All bids received from bidders in response to this ITB will become the property of the City of Fort Walton Beach and will not be returned to the bidder. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

2.23 **LATE PROPOSALS.** Bids received by the City after the time specified for receipt will not be considered. Bidders shall assume full responsibility for timely delivery of the bid package to the location designated for receipt of bids.

2.24 **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.

2.24.1 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 best 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 an investigation shows is not in a position to perform the contract.

2.24.2 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.

2.24.3 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.

2.25 **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.

2.26 **VENDOR PROTESTS:** Bidders who do not agree with the City Council's recommendation for award are afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division within three (3) business days after City Council award. Refer to Section 2.24.2 above.

2.27 **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.

2.28 **TAX EXEMPT:** The City does not pay federal excise and state sales taxes. The City's tax exemption number is 85-8012740106C-0 and is included on all purchase orders.

2.29 **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.

2.30 **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.

2.30.1 The submission of any bid in response to this Invitation to Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposing bidder on the bid sheet.

2.30.2 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.

2.31 **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.

2.32 **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.

2.33 **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.

## 2.34 TRADE NAMES

- 2.34.1 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.
- 2.34.2 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 each bidder clearly states in his bid or proposal exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid.
- 2.34.3 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.
- 2.34.4 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.

2.35 **INVOICING AND PAYMENT:** The supplier shall be paid upon submission of invoices to: **Accounts Payable, City of Fort Walton Beach, 107 Miracle Strip Parkway 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. See also Section 2.36 for details.

2.36 **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:

- 2.36.1 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);
- 2.36.2 The amount due, applicable discount(s), and the terms thereof;
- 2.36.3 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;
- 2.36.4 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;

2.36.5 DELIVERY OF INVOICE - **All invoices shall be sent to the Accounts Payable Division, City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.**

2.36.6 DELIVERY ACCEPTANCE REQUIRED - An invoice will not be considered proper unless it is 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.

2.37 **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.

2.37.1 INVOICE DISPUTE PROCEDURE. If there is a dispute between the City and contractor regarding an invoice, the City or contractor may initiate this invoice dispute procedure.

- Either party can initiate the dispute procedure, within 45 days after the receipt or denial of an invoice, by providing the other party in writing of a dispute and stating the specifics of the dispute. The parties shall exchange all materials and information to support their claims and provide a copy of all materials and information to the Financial Services Director.
- The Financial Services Director shall review all materials and information and conduct a meeting with the contractor and the responsible City office, division, or department. The Financial Services Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute. The final decision shall be immediately mailed or hand-delivered to the contractor.
- 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.

2.37.2 DISPUTES OTHER THAN INVOICE ISSUES: In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City of Fort Walton Beach City Manager shall be final and binding on both parties.

2.38 **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.

2.39 **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(s) will conduct all required work diligently and as specified by the City.

#### 2.40 **CONTRACTOR'S REQUEST FOR ADDITIONAL TIME**

2.40.1 If the Contractor wishes to make Claim to increase the Contract Performance Time, a written notice shall be given within 5 calendar days from the probable cause of delay on progress of the Work.

2.40.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. This Request for Time shall be made within 5 calendar days of the adverse weather.

2.40.3 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the City, or of a separate Contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City pending mediation and arbitration, or by other causes which the City Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City Engineer may determine.

#### 2.41 **TERMINATION FOR DEFAULT**

2.41.1 The performance of Work under this Contract may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet the performance requirements of this Contract.

2.41.2 The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

- 2.41.3 Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, nor completed. On all such purchases, the Contractor or its surety, shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Contract prices.
- 2.41.4 Such purchases shall be deducted from Contract quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City.
- 2.41.5 The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the City that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

#### 2.42 **TERMINATION FOR CONVENIENCE**

- 2.42.1 The City may terminate this Contract at its convenience with an advance written notice to the Contractor.
- 2.42.2 In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

#### 2.43 **CLAIMS**

- 2.43.1 If the Contractor plans to make a claim for an increase in the Contract price or an extension in the Contract Schedule/Term, he shall first give the City written notice thereof, such notice shall be given within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the City, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed.
- 2.43.2 No claim for extra work will be considered valid by the City unless first submitted in writing.

## 2.44 ADDITIONAL OR EXTRA WORK - CHANGE ORDERS

- 2.44.1 "Additional work" shall be defined as work that results from a change or alteration in plans concerning the scope of work, or added work necessary to meet the performance goals under this ITB.
- 2.44.2 "Extra work" shall be defined as work not required under the scope of work of this Contract, is something done or furnished beyond the Contract's requirements, and is entirely outside and independent of the Contract and not contemplated by it.
- 2.44.3 "Change order" shall be defined as a written instrument prepared by and signed by the City and Contractor, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the Contract price, and the adjustment, if any, to the Contract completion time.
- 2.44.4 **No claim for additional or extra work will be considered or paid by the City unless a request for change order is first submitted in writing by the Contractor and authorized by the City as a change order.**
- 2.44.5 The City Manager, may request and approve change orders to the scope of this Contract consisting of additions, deletions, extra work, or other revisions so long as each change order does not exceed \$20,000 and all change orders, in the aggregate, do not exceed ten percent (10%) of the total Contract price.
- 2.44.6 The City Council must approve any single change order that exceeds \$20,000 or if the aggregate amount of change orders will exceed ten percent (10%) of the total Contract price.
- 2.44.7 All change orders shall be considered a written addendum to any Contract signed pursuant to this ITB.

2.45 **INSPECTION, ACCEPTANCE, AND TITLE:** Inspection and acceptance will be at the destination point 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.

2.46 **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.

2.47 **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.

2.48 **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. SEE ALSO SPECIAL CONDITIONS – Section 3.17.27.

2.49 **ASSIGNMENT.** The successful Bidder(s) may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

2.50 **EQUAL OPPORTUNITY EMPLOYER:** During the performance of this contract, the Contractor agrees as follows:

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

2.50.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

2.51 **COMPLIANCE WITH FEDERAL LAWS, REGULATIONS & EXECUTIVE ORDERS:** This Contract is subject to State & Federal Laws, Regulations & Executive Orders.

2.51.1 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract.

2.51.2 This is an acknowledgement that state funding will be used to fund this Contract.

**SECTION 3 - SPECIAL CONDITIONS**

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

N/A 3.1. PRE-BID MEETING – None. (To arrange a site visit, see page 42, Section 4.4.)

XX 3.2 PERFORMANCE TIME: The Contractor shall provide the required services within Ten (10) calendar days from issuance of Purchase Order or Notice to Proceed.

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.

XX 3.5 **PUBLIC RECORDS**

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'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](mailto:clerk@fwb.org)**

- 3.5.1 Contractor 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, Contractor 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.
- 3.5.2 Contractor 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 Contractor does not transfer the records to the City.

- 3.5.3 Upon completion of the contract, Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records.
- 3.5.4 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.
- 3.5.5 Failure of Contractor 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.
- 3.5.6 If Contractor fails to provide the public records to the City within a reasonable time Contractor may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Contractor 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.

XX 3.6 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 3.7 BIDDER QUALIFICATION: Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service, Monday through Friday, except for City holidays. 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 3.8 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 3.9 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 3.10 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 3.11 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.

XX 3.12 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 3.13 LIQUIDATED DAMAGES: Should the Contractor fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore, it is hereby understood and agreed by the Contractor that time is of the essence in the delivery of supplies, services, materials or equipment of the character and quality specified in the bid document.

- 3.13.1 In the event these specified supplies, services, materials or equipment are not delivered by the date specified, there will be deducted from the total contract price, not as a penalty but as **liquidated damages, the sum of One Hundred (\$100.00) dollars per day for each and every calendar day of delay beyond the time specified for Substantial Completion**; except that if the delivery be delayed by any act, negligence, or default on the part of the City, public enemy, war, embargo, fire or explosion not caused by the negligence or intentional act of the Contractor or its supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the Contractor or his supplier(s), a reasonable extension of time as the City deems appropriate may be granted.
- 3.13.2 Upon receipt of a written request and justification for an extension from the Contractor, the City Purchasing Division Office may extend the time for performance of the contract or delivery of goods here in specified at the City Purchasing Division Office's sole discretion for good cause shown.

N/A 3.14 BOND REQUIREMENTS

- \_\_\_\_\_ 3.14.1 Performance Bond equal to one hundred percent (100%) of the Contract price will be required.
- \_\_\_\_\_ 3.14.2 Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required.
- \_\_\_\_\_ 3.14.3 Performance and Labor & Materials Payment Bonds shall accompany the contract be signed, sealed and dated no earlier than the contract effective date and specifically refer to the contract by date.
- \_\_\_\_\_ 3.14.4 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 3.15 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 3.15.1 Workers Compensation

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

XX 3.15.2 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 3.15.3 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 3.15.4 Umbrella/Excess

- Per Occurrence Limit of \$1,000,000 / \$1,000,000 Aggregate covering personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the above primary coverages.

XX This coverage shall include the following provisions:

- o The City of Fort Walton Beach shall be an additional insured
- o The policy shall not be cancelled unless the City is given at least 30 days notice.

XX 3.15.5 Pollution Liability Coverages - \$1,000,000 for each claim/ \$1,000,000 aggregate. 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.

XX 3.15.6 General Policy Provisions

- The City of Fort Walton Beach shall be an additional insured under any General Liability, Business Auto, Umbrella and Professional Liability Policies using an ISO Additional Insured Endorsement form CG2014 or its equivalent.
- Coverage shall apply as Primary and non-contributory
- Waiver of Subrogation in favor of the City of Fort Walton Beach, Florida.

XX 3.16 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.

**XX 3.17 FEDERAL REGULATIONS & TERMS:****FEDERAL GRANT FUNDING CONDITIONS**

**PLEASE NOTE THAT THIS SOLICITATION MAY BE EITHER PARTIALLY OR FULLY GRANT-FUNDED AFTER A DECLARED DISASTER. BIDDERS AGREE TO COMPLY FULLY DURING THOSE TIMES, WITH THE ADDITIONAL CLAUSES AS ENUMERATED BELOW, AND SHALL CONTINUE TO COMPLY WITH ANY REGULATORY OR LEGISLATIVE CHANGES, UPDATES OR MODIFICATIONS THAT OCCUR IN THE FUTURE RELATING TO THESE CLAUSES.**

- 3.17.1 **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
- 3.17.2 **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
- 3.17.3 **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the City of Fort Walton Beach or pass-through entity in accordance with applicable Federal policy.
- 3.17.4 **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 3.17.5 **Utilization of Minority, Women's / Labor Surplus Firms Participation:** The City of Fort Walton Beach, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned businesses and labor surplus area firms as a part of any subsequent agreement whenever possible. The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, using the steps (1) through (5) here:
- (1) Placing qualified small & minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small & minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as:

- Small Business Administration
- Minority Development Agency of the US Dept. of Commerce
- Florida Department of Management Services (Office of Supplier Diversity)
- Florida Department of Transportation
- Minority Business Development Center in most large cities and
- Local Government M/DBE programs in many large counties and cities

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal.

### 3.17.6 **Equal Employment Opportunity:**

3.17.6.1 As per Executive Order 11246, the contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

3.17.6.2 During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

3.17.7 **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary

of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City of Fort Walton Beach will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

3.17.8 **DAVIS-BACON ACT** (<https://www.dol.gov/whd/govcontracts/dbra.htm>) This work could be funded from time to time with federal monies thru HUD. As such, the Davis-Bacon Act (DBA) 40 USC 276a-276a-5 provisions apply.

3.17.8.1 The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. **Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.** The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

**3.17.8.2 It is the responsibility of the contractor awarded this project to understand and comply with the requirements of these federal regulations. See Section 3.17 3.18 for more information.**

3.17.8.3 The work & resulting contract, which involve the employment of laborers and/or mechanics shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with the wage provisions, and termination of the contract, or debarment for failure to adhere to the required provisions herein.

3.17.8.4 Davis Bacon Act - HISTORY – Protecting Wage Equality Since 1931 - Since its enactment in 1931, the Davis-Bacon Act (DBA) has provided critical wage protections for construction workers and has guaranteed a level playing field for construction contractors bidding on federal projects.

- The federal government constructs buildings, builds dams, and funds housing projects. State highway departments pave roads with federal funds from the Federal Highway Administration. Local and state governments build water treatment plants, modernize schools, and renovate airports with the support of federal funds.
- The DBA ensures that construction workers on federal or federally assisted construction projects will not see their wages and benefits undercut by government spending practices. The DBA exists to

prevent the infusion of federal dollars into local communities from depressing local wages. **DBA provides a wage floor that protects construction workers' pay, and sets a level playing field for contractors who are bidding on federally funded projects.** As important, these standards enable local contractors and their employees to compete for local projects by protecting against under-bidding by contractors from other areas who might import workers or offer the same jobs for less pay.

3.17.8.5 DAVIS-BACON (CONTRACTOR'S GUIDE #LR01.DG) – Go to HUD.gov or click on: <https://www.hud.gov/sites/documents/4812-LRGUIDE.PDF> for document.

3.17.9 **Copeland Anti-Kick Back Act:** Contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. 874 as supplemented by Department of Labor Regulations (29 CFR Part 3) which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

3.17.10 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

3.17.11 **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

3.17.12 **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory

or regulatory authority other than Executive Order 12549. The contractor shall certify compliance.

- 3.17.12.1 Any resulting contract of this RFP will be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Bidder is required to verify that none of the Bidder(s), its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 3.17.12.2 The Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3.17.12.3 This certification is a material representation of fact relied upon by the City of Fort Walton Beach. If it is later determined that the Bidder did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Fort Walton Beach, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 3.17.12.4 The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 3.17.13 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
- Filing Certification (2 CFR §200.326 Appendix II to Part 200 (J)): Contractor must file with the US GOVERNMENT the required certification. If not provided with the bid response, Contractor must complete and submit the Certification Regarding Lobbying Form.
- 3.17.14 **MISREPRESENTATION**: It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Contract is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Contract.

- 3.17.14.1 It is understood and agreed that if the Contractor at any time learns that the certification it provided the City in compliance with 2 CFR, Part 180, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the City. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.
- 3.17.14.2 The City hereby certifies that neither the Contractor nor the Contractor's representative has been required by the City, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:
- employ or retain, or agree to employ or retain, any firm or person, or
  - pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;
- 3.17.14.3 The Contractor hereby certifies that it has not:
- employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this Contract;
  - agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this Contract; or
  - paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract.
- 3.17.15 **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 3.17.16 **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR

part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 3.17.17 **Access to Records and Reports:** Contractor will make available to the City of Fort Walton Beach's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, the City of Fort Walton Beach, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the City of Fort Walton Beach's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
- 3.17.18 **Record Retention:** Contractor will retain all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
- 3.17.19 **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
- 3.17.20 **Termination for Default (Breach or Cause):** Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Fort Walton Beach may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- 3.17.21 **Safeguarding Personal Identifiable Information:** Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
- 3.17.22 **Prohibition on utilization of Cost Plus a Percentage of Cost Contracts:** The City of Fort Walton Beach will not award contracts containing Federal funding on a cost plus percentage of cost basis.

- 3.17.23 **Prohibition on utilization of Time and Material type contracts:** The City of Fort Walton Beach will not award contracts based on a time and material basis if the contract contains Federal funding.
- 3.17.24 **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the City of Fort Walton Beach. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County, Florida.
- 3.17.25 **Attorney Fees and Costs:** In any action, except mediation, brought regarding this agreement, the prevailing party, shall be awarded its reasonable attorneys' fees and costs, including any applicable fees and costs on appeal.
- 3.17.26 **Federal Wage Determinations** - <https://www.wdol.gov/dba.aspx> .  
US Department of Labor (DOL) issues DBA Wage Decisions (WDs) reflecting prevailing wages and benefits paid by the construction industry within specific localities. The DBA WDs are further classified by the nature of the construction projects performed, specifically listed as "schedules": residential, building, highway, and heavy construction. A brief outline of the definitions for each schedule is listed below. Further details and examples may be found in DOL's "All Agency Memorandum No. 130 and 131" issued in 1978 (reference the WDOL online Library Page).
- **Building Construction:** Includes construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies; all construction of such structures; the installation of utilities and of equipment, both above and below grade levels; as well as incidental grading, utilities and paving. Such structures need not be "habitable" to be building construction. Also, the installation of heavy machinery and/or equipment does not generally change the project's character as a building.
- 3.17.27 **Independent Contractor:** Any Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and

independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums. SEE also Section 2.48.

- The City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the Bidder under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time.

XX 3.18 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.

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## SECTION 4 – SCOPE OF WORK

4.1 INTENT – It is the intent of this Invitation to Bid (ITB) to solicit bids from qualified Contractors to provide HVAC & electrical services for the City of Fort Walton Beach, FL (“City”).

4.2 BACKGROUND –The City currently needs HVAC Services (maintenance, service, repairs, and replacements), AND electrical services for the facilities and equipment listed in Exhibits A, & B, and C (Exhibits A, B, and C are an approximate listing of HVAC equipment, by location; bidders must verify information).

4.3 TERM OF CONTRACT - The term for this contract will be for an initial one (1) year period, beginning October 1, 2020, with options to renew for four (4) additional one (1) year periods at the mutual agreement of both parties.

4.4 PRE-BID MEETING: None. A Facility Walk-Through is available upon request. Contact Purchasing Office at 850-833-9523 for further details.

4.5 BID SCHEDULE – Tentative dates:

- June 23 – Bid Posted
- July 21 – Bid Opening
- August 25 – City Council Award
- September 1 – Contract signed
- October 1 – Purchase Order issued

4.6 SCOPE OF WORK - Winning Bidder (“Contractor”) must show ability, experience, and staffing to provide the following services:

4.6.1. Quarterly Maintenance Program for all City HVAC Equipment, including units, chillers, boilers, split systems, and any other refrigeration equipment located in City Facilities. See Exhibits A, B, and C for current list of equipment.

4.6.1.1 As a part of this maintenance service agreement, the following items will be completed on a Quarterly basis at each location:

- 4.6.1.1.1 Amp Check Motor
- 4.6.1.1.2 Blow Out Condensate
- 4.6.1.1.3 Change Filters (Pleated)
- 4.6.1.1.4 Clear Drain Lines
- 4.6.1.1.5 Check Belts and Replace as Needed
- 4.6.1.1.6 Tighten Belt Pulleys
- 4.6.1.1.7 Lubricate Motors
- 4.6.1.1.8 Check and Record Operating Pressures and Temperatures
- 4.6.1.1.9 Provide Annual Assessment of Equipment for Programmed Replacement.
- 4.6.1.1.10 Provide “Report of Services Provided by Facility” to include:
  - Operating Pressures and Temperature Readings
  - Description of Services Provided

- Parts and Part Number Descriptions of parts installed
- Hourly Labor Rates and Unit Prices for Parts installed
- Markup percentage on parts provided

4.6.2 Repairs & Replacement of Equipment – Contractor shall repair, replace, or install any current or new HVAC equipment on any current or future buildings at the City’s request. Any repairs, replacement, or installation shall be at the pricing as set forth in the price schedule provided by the Contractor in ITB 20-006.

- Notwithstanding the foregoing, the City reserves the right to seek bids for any new installation of equipment for any City building as it deems appropriate.

4.6.3 Electrical Services – The Contractor may be required to repair, replace, or install electrical components as needed on City properties and facilities. This work will be on an as needed basis.

- For projects not deemed an emergency, the Contractor will provide an estimate prior to work commencement.
- Any repairs, replacement or installation of electrical components shall occur at the pricing as set forth in the price schedule provided by the contractor in ITB 20-006 or at the price agreed upon for the project at the time of the estimate.

4.6.4 Additional Services – If the selected company holds any additional State Certified Licenses, the Contractor may be awarded additional projects on an as needed basis. The type of work may include plumbing, light carpentry, and any other work the company is duly licensed to perform.

4.6.5 Equipment, Materials & Labor - Work to be done under this contract includes the furnishing by Contractor of all materials, equipment, labor necessary perform the work, except where noted otherwise.

4.6.5.1 The Contractor shall assume full responsibility for the coordination of the installation of any equipment, materials, and products. The Contractor shall be completely responsible for verification that all equipment and materials furnished by the winning vendor and/or their subcontractors and suppliers are compatible.

4.6.5.2 No alteration of existing structures shall be made without prior written approval by the City.

4.6.5.3 The Contractor shall guarantee all equipment against faulty or inadequate design, improper assembly, defective workmanship, defective materials, breakage or other failure.

4.6.5.4 Equipment and materials installed shall be new and shall not have been in service at any time prior to delivery. All bolts, nuts, and fastening shall be manufactured in conformance with the United States system of measurement.

## SECTION 5 – OTHER REQUIREMENTS

5.1 Safety – Contractor is to perform all work in a safe manner for both the Contractor employees, City employees and the public. Contractor employees & staff must also wear appropriate shirts, shoes, eyewear, etc. The Contractor is solely responsible for job safety and work procedures.

5.1.1 Contractor vehicles must have signage clearly identifying the contractor's business name when on City property.

5.1.2 Contractor's employees must wear uniforms with the Contractor's Business name clearly displayed on the front or back of the shirt/jacket.

5.1.3 Contractor's employees must wear appropriate safety equipment at all times while working on City property.

5.1.4 Contractor will comply with all OSHA and all other applicable regulations for the protection of their employees, city staff and the public. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor responsible for the same.

5.2 Certifications –

5.2.1 Required - State Certified Mechanical License, State Certified Electrical License

5.2.2 Preferred - State Certified Plumbing License

5.3 Schedule - Contractor will coordinate with the City Facilities Division on the sequencing and scheduling of maintenance and repair activities. Contractor shall submit their schedule of work to the City Facilities Maintenance Supervisor for approval, by the end of each month, for the following month. The schedule shall identify the specific plan of work for that month.

5.4 Work Report

5.4.1 Contractor shall submit a copy of their monthly invoice and a detailed report of all work completed or unaccomplished for that monthly period to the City Facilities Maintenance Supervisor.

5.4.2 The HVAC Services Pricing Sheet will serve as the basis for payment of completed work and deductions for unaccomplished work. Work not performed in accordance with the contract may be subject to deductions as appropriate.

## 5.5 City Quality Control Inspections

5.5.1 The City Facilities Maintenance Supervisor will conduct weekly inspections of all work performed by the HVAC Services contractor and document any discrepancies or unsatisfactory work.

## 5.6 Contractor Response Times - **Contractor must be capable of responding within 4 hours of notification by City Contact person to resolve any problems, discrepancies, or merchant/citizen complaints related to the services provided on this contract. Services provided are needed 24/7. The response time shall be 2 hours for equipment located in Pump Station 1 and Pump Station 2.**

5.7 Permits - The Contractor shall be responsible for obtaining and paying for all necessary local and state licenses and permits.

5.8 Defective Work - All furnished materials and work completed by the Contractor at any time during the course of the year shall be subject to inspection. City shall have full power to accept or reject any part thereof. The Contractor shall remedy any defective or unsatisfactory work or material at no additional cost to the City.

In the event the Contractor fails to initiate corrections within forty eight (48) hours after written notice, the City shall have full right to have same done and to bill the Contractor for cost thereof.

## 5.9 Inspection Reports

5.9.1 The Contractor will be notified of all instances where Contractor's work fails to comply with the Specifications. The Contractor shall immediately make those alterations which will make the work fully comply with the Specifications.

5.9.2 The Contractor shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative.

5.9.3 Upon completion of the repair work the Contractor shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Contractor of any necessary repair work that is not completed. The Contractor shall immediately complete all incomplete work and arrange for re-inspection.

5.10 **WARRANTY** – All materials and work shall have a warranty period of one (1) year, from date of completion, in addition to any and all manufacturer warranties.

**6.0 PRICING FORM – INCLUDE WITH BID SUBMISSION**

**Bidder Name:** \_\_\_\_\_

ITEM	DESCRIPTION	UNIT	PRICE
1.	Total Quarterly Maintenance Fee <b>Note 1</b> (For Standard Maintenance Items listed in Scope of Work)	Each Quarter	_____
2.	Service HVAC Technician	Hourly Rate	_____
3.	Service HVAC Helper	Hourly Rate	_____
4.	Electrician	Hourly Rate	_____
5.	Electrician Helper	Hourly Rate	_____
6.	Plumber (if provided)	Hourly Rate	_____
7.	Plumber’s Helper (if provided)	Hourly Rate	_____
8.	Markup Percentage on Parts	EACH	_____
9.	Price per Pound of Refrigerant	LB	_____
10.	Trip Charges	EACH	_____
11.	Other Charges (explain)	EACH	_____
	_____		
	_____		

**NOTE 1: Bidders must include with their bid, a sample copy of their quarterly maintenance report for review by the City. This is mandatory.**

**Note 2: All items quoted must be in compliance with the specifications, and plan set. If you are taking exception, indicate those exceptions on company letterhead and attach to this Invitation to Bid.**

Note 3: PAYMENT - No separate payment will be made for work of the specifications, except as set forth according to this Schedule. The cost of such work and all costs incidental thereto shall be included in the price bid for the item to which the work pertains.

1. FOB Point: **Delivered**
2. Terms of Payment: (e.g. Net 30) \_\_\_\_\_
3. The City shall receive shipment or performance within \_\_\_\_\_ days from the date Vendor receives official Purchase Order or Notice to Proceed.

**Re-check your quotations prior to submission.  
Bids may not be changed after being opened.**

**ITB 20-006  
HVAC & ELECTRICAL SERVICES FOR CITY FACILITIES  
FORT WALTON BEACH, FLORIDA**

**Exhibit A  
2020 Equipment List Spreadsheet**

See document posted as Exhibit A on [www.fwb.org/rfps](http://www.fwb.org/rfps) or at [www.BidNetDirect.com](http://www.BidNetDirect.com).

**ITB 20-006**  
**HVAC & ELECTRICAL SERVICES FOR CITY FACILITIES**  
**FORT WALTON BEACH, FLORIDA**

**Exhibit B**  
**2020 Equipment – Recreation Complex**

See document posted as Exhibit A on [www.fwb.org/rfps](http://www.fwb.org/rfps) or at  
[www.BidNetDirect.com](http://www.BidNetDirect.com).

**ITB 20-006  
HVAC & ELECTRICAL SERVICES FOR CITY FACILITIES  
FORT WALTON BEACH, FLORIDA**

**Exhibit C  
2020 Equipment – Public Works Complex**

See document posted as Exhibit A on [www.fwb.org/rfps](http://www.fwb.org/rfps) or at [www.BidNetDirect.com](http://www.BidNetDirect.com).

## CITY OF FORT WALTON BEACH, FLORIDA

## NOTICE TO BIDDERS

**BID NUMBER: ITB No. 20-006****Date: June 23, 2020**

The City of Fort Walton Beach will accept sealed bids at City Hall until July 21, 2020, at 2:30 PM, local time, at which time all bids received will be opened and read aloud at the City Hall Annex Building - Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida, for the following:

**ITB 20-006: HVAC & ELECTRICAL SERVICES FOR CITY FACILITIES**

Copies of Bid Provisions and Bid Forms may be found at the Florida Bid System website at [www.BidNetDirect.com](http://www.BidNetDirect.com) (registration required) or at the City of Fort Walton Beach website at [www.FWB.org/rfps](http://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](mailto: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 20-006: HVAC & ELECTRICAL SERVICES FOR CITY FACILITIES**

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](mailto:clerk@fwb.org) to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail [clerk@fwb.org](mailto:clerk@fwb.org).