



# REQUEST FOR QUOTES

## Purchase and installation of Furniture and Storage

### RFQ 2019 0731

July 31, 2019

#### 1.0 INTRODUCTION / SUMMARY

The City of Fort Walton Beach is seeking bids for purchasing and installing furniture, storage units and other items for the new Fort Walton Beach Public Works Facility located at 11 Jet Drive, in Fort Walton Beach, FL. Furniture will be installed in the new complex which consists of two (2) buildings, and product value is approximately \$200,000 not including additional installation costs.

**The City will only consider vendors who are listed as authorized dealers under the specific cooperative agreements. Agreements are listed on each price sheet.**

1.1 The following furniture and storage manufacturers will be utilized:

- DeBourgh Manufacturing - lockers; industrial cabinets
- Exemplis (SitOn-It Seating) - chairs
- JSI (Jasper Brand Group) – office furniture, desks, tables
- KI (Kreuger International) – cabinets, chairs

**1.2 The deadline for providing this submittal is August 12, 2019 at 8:30 AM local time.**

**2.0 SCOPE OF WORK** - Bidder shall provide all materials, equipment, labor and tools necessary to complete the project. The main building is a one-story building, comprising the bulk of the furniture install, and the 2<sup>nd</sup> building (which only has 1 room to furnish) is located on a mezzanine floor).

For the duration of the project, winning bidder and its representatives are expected to check in at the on-site job trailer and sign in with the City's Project Supervisor.

2.1 Bidder is responsible for successful installation of product listing in Exhibit A and includes the following:

- 2.1.1 Order product through assigned existing contracts.
- 2.1.2 Arrange deliveries with manufacturers. Physically accept all deliveries and confirm correct product shipped, undamaged. **Delivery & staging of product shall be at bidder's warehouse/site.**
- 2.1.3 Coordinate delivery and installation schedules with City and suppliers.
- 2.1.4 Assemble/build furniture and products. This includes delivery, if assembled off-site.
- 2.1.5 Install product as per City's floor plan (**See Exhibit B - floor plan\***).

- 2.1.6 Remove all delivery and packing materials from the job site. There will be no site receptacles available to dispose of debris. Remove all dust/debris from furniture (wipe down) and floors (vacuum).
  - 2.1.7 Inspect furniture for any damaged product assembly/installation and manage punch list.
  - 2.1.8 Be responsible for all returns of damaged goods, and obtaining replacement materials in an expedited manner.
  - 2.1.9 Final walk-through with City representative.
  - 2.1.10 Demonstrate furniture features to City representative, including delivery of cabinet, desk & locker keys.
  - 2.1.11 Deliver binder of warranties for all items. (See Section 6).
  - 2.1.12 Receive final sign off from City Representative.
- \* **Please note**, final floor plan is subject to change. Though the City has decided on this final layout, some quantities may be added or deleted as required, and furniture placement may be adjusted.
- 2.2 If Bidder perceives any irregularities during the bid period, in the scope of work (omissions or conflicts) provided here, please contact City of Fort Walton Beach Purchasing Division as soon as issue is noticed. The City will endeavor to correct any issues and publish and clarifications.
  - 2.3 Defective Work - All furnished materials and work completed by the Bidder at any time during the course of the project shall be subject to inspection. City shall have full power to accept or reject any part thereof. The Bidder shall remedy any defective or unsatisfactory work or material at no additional cost to the City.
  - 2.4 Safety – Winning bidder is to perform all work in a safe manner for both the bidder’s employees, City staff and the public, abiding by all applicable OSHA rules.
  - 2.5 Winning bidder shall comply with all federal, state and local regulations pertaining to this scope of work.
  - 2.6 **All terms and conditions of the specific State of Florida contract or cooperative agreement identified on each worksheet used will apply to this RFQ.**
    - 2.6.1 Insurance: Bidder will be expected to provide proof of liability insurances, including General liability, Commercial Auto, Workers Compensation) prior to work being authorized.
    - 2.6.2 Independent Contractor Status: The work calls for the performance of the services of the Bidder as an independent contractor and Bidder will not be

considered an employee of the City for any purpose. 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 RFQ 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.

- 2.6.3 Florida Law Applies & Venue: The parties acknowledge and agree that this work and any resulting agreements shall be governed by, and construed pursuant to the laws of the State of Florida and that the venue for any action related to this work lies within Okaloosa County, Florida.
- 2.6.4 Sovereign Immunity: Nothing contained herein is intended nor shall it be construed to waive the City's sovereign rights and immunities under the common law or Florida Statute 769.28 as amended from time to time.
- 2.6.5 No Waiver: No failure of either party to exercise any right or power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of a party's right to demand exact compliance with the terms hereof.
- 2.6.6 Conflicts of Interest: The Bidder acknowledges and 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 in this RFQ. As to Bidder, the undersigned hereby warrants and certifies that he/she is authorized to enter into this project and to execute documents on behalf of the Bidder.
- 2.6.7 Assignment - The Bidder may not assign, transfer, or otherwise dispose any rights or obligations of this RFQ without prior written consent of the City.

2.6.8 Non-Exclusivity - This resulting agreement will be considered a non-exclusive contract between the parties.

2.6.9 Modifications - No waiver, alterations, consent or modification of any of the provisions of the resulting agreement shall be binding unless in writing and signed by the City Manager or his designee.

### **3.0 EXPERIENCE:**

3.1 Bidder shall be experienced in working with the specific furniture and storage manufacturers as indicated on the price sheets, and be knowledgeable in how to work with State of Florida contracts or cooperative agreements and those ordering procedures.

3.2 References should include Bidder's direct work in providing similar services in projects of similar size with government entities.

3.3 Bidder should include information on size of staff for assembly and installation, demonstrating ability to coordinate this project under tight deadlines.

3.4 Bidder references should demonstrate success in juggling multiple suppliers on a single project of similar size.

### **4.0 PRICING - FEES; PAYMENT - Using the electronic Pricing sheets provided (Exhibit A), provide Bidder's portion of cost for assembly/installation. Bidder's pricing shall include all tasks required of Bidder in this RFQ.**

4.1 **Please provide a lump sum amount for EACH manufacturer for which your firm would represent (up to four manufacturers). Space is provided at the end of each worksheet, far column on the right.**

4.2 The City reserves the right to select any, all or none of the options listed in this Request for Quotations.

4.3 Payment to winning bidder shall be made in accordance with applicable state contract or cooperative agreement terms. City prefers payment to be made with the manufacturer, in all circumstances where that is permitted.

### **5.0 PERFORMANCE PERIOD:**

Anticipated installation completion date is last week in September to first week in October, 2019, based on current lead times provided by manufacturers, and building completion date.

5.1 Provide estimated performance time of bidder to complete delivery, assembly, installation and cleanup for this project.

**6.0 WARRANTIES:**

- 6.1 Bidder should include information in this submittal on any warranties for assembly labor/installation provided directly by the bidder.
- 6.2 Winning bidder shall also provide manufacturer warranty information on all product installed. This includes registering the City as the Owner for all product purchased, and providing a book/manual of warranties with corresponding product.

**7.0 SUBMITTALS – Consist of both required forms listed in Section 10 and responses to this RFQ:**

- 7.1 Pricing sheets should be submitted as an MS Excel document AND also a pdf document (to verify entries).
- 7.2 All signed forms and any other written responses to this RFQ should be scanned and submitted as a pdf document.
- 7.3 Submittals may be emailed to the City Purchasing Division at [gscott@fwb.org](mailto:gscott@fwb.org). **You will receive an email confirmation from the Purchasing Office once we receive it. We ask that you CALL 850-833-9523 to confirm that we have received your email to avoid any issues of email filters blocking your submission.**
- 7.4 You may also choose to deliver a hardcopy and/or thumb drive with your documents to:

**Purchasing Division – Attn G Scott  
City of Fort Walton Beach  
105 Miracle Strip Pkwy SW  
Fort Walton Beach, FL 32548**

- 7.5 **DEADLINE FOR QUOTES AND PROPOSALS** - Bids shall be received at the Purchasing Division no later than **Monday, August 12, 2019 at 8:30AM local time.**

**8.0 INQUIRIES & QUESTIONS - Please direct all questions & inquiries regarding this Request for Quotes to:**

Giuliana Scott, Purchasing Agent	850-833-9523 – direct
City of Fort Walton Beach	850-833-9643 – fax
105 Miracle Strip Pkwy SW	<a href="mailto:gScott@fwb.org">gScott@fwb.org</a>
Fort Walton Beach, FL 32548	

**All Questions shall be directed to this SOLE point of contact listed above.**

Requests For Additional Information: During the quote evaluation process, the City reserves the right to request additional written information to assist in the evaluation of these submissions.

- 9.0 Exhibit A – Pricing Sheets; Exhibits B1 & B2 – Site maps

**10.0 REQUIRED FORMS:** All Forms in this section must be included with your submission.

**10.1 BIDDER’S CERTIFICATION -**

I have carefully examined this request for quotes and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ 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

\_\_\_\_\_  
CONTACT EMAIL ADDRESS

\_\_\_\_\_  
DATE

**10.2 DRUG-FREE WORKPLACE FORM**

The undersigned vendor, on \_\_\_\_\_, 2019, 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 OR PRINTED

**10.3 PUBLIC ENTITY CRIME FORM – (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 Proposal, Proposal or Contract # \_\_\_\_\_

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

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

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

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

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

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

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n 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: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, and is personally known to me, or has provided \_\_\_\_\_ as identification.

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

My Commission expires

**10.4 ANTI-COLLUSION STATEMENT**

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

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Bidder's Company Name

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Authorized Signature

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Signature Name – Printed

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Address

---

Title

---

Phone #

---

Email

---

Federal ID # or SS #

**10.5 FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

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

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

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

**10.6 REFERENCES**

Bidder shall submit as a part of the bid package, up to four (4) business references with name of the business, address, contact person, and telephone number. **All references shall be for similar services provided within the last five (5) years. See Section 3.0 of this RFQ for details.**

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

<b>Name:</b>	<b>Name:</b>
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:
<b>Name:</b>	<b>Name:</b>
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address: