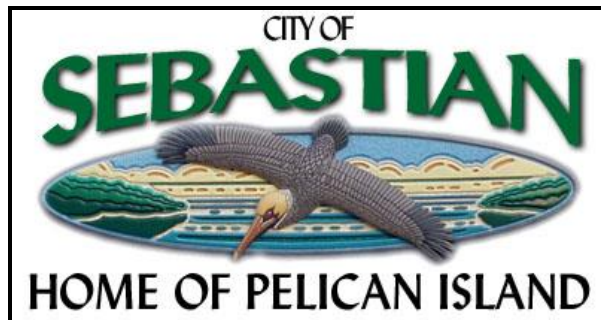


INVITATION TO BID

ITB #19-13

SPORTS LIGHTING INSTALLATION AT PICKLEBALL COURTS (RE-BID)



**City of Sebastian
1225 Main Street
Sebastian, FL 32958**

LEISURE SERVICES DEPARTMENT

EVENT	DATE	TIME
RELEASE DATE:	MONDAY, NOVEMBER 18, 2019	-
QUESTION/ANSWER DEADLINE DATE:	FRIDAY, November 29, 2019	-
ITB DUE DATE:	FRIDAY, DECEMBER 6, 2019	3:00 PM EST
POINT OF CONTACT:	Ann-Marie Fraser, CPPB, MBA Procurement/Contracts Manager Phone: (772) 388 – 8231 Email: afraser@cityofsebastian.org	
BID DELIVERY & OPENING LOCATION:	City of Sebastian City Hall 1225 Main Street Sebastian, Florida 32958	

***Dates in this schedule occurring after the release date may be amended by the City.
The City reserves the right to delay or modify scheduled dates and will notify Bidders of all changes.
It is the Bidder's responsibility to check for addenda amending any changes to this ITB.**

LIGHTING AT PICKLEBALL COURTS (RE-BID)
INVITATION TO BID

The City of Sebastian is requesting sealed bids from experienced and licensed Electrical Contractors to provide and install sports lighting at the City's new Pickleball Courts, in accordance with the attached plans and specifications. Services provided under this contract shall be to provide all labor, equipment, materials, supervision and transportation necessary to purchase and install sports lighting at the City's new Pickleball Courts, located on Airport Drive East, Sebastian, FL 32958. All conduits are already installed and should not be included in the bid price.

Sealed bids, including one (1) clearly marked original, three (3) copies and an electronic copy, marked with the Bidder's name and address, ITB number and title with Bid Opening date and time (lower left corner of envelope) will be accepted until **3:00 PM EST, Friday, December 6, 2019**.

All sealed bids must be hand delivered or mailed to:

City of Sebastian
ATTN: Procurement Division
1225 Main Street
Sebastian, Florida 32958

ITB documents and any addenda may be obtained from the City's website (www.cityofsebastian.org) or DemandStar (www.demandstar.com). It will be the sole responsibility of the Bidder to determine if any addenda have been issued prior to submitting a bid.

A Pre-Bid Conference will **not** be held for this solicitation.

Questions concerning this ITB should be emailed to the Procurement/Contracts Manager at afraser@cityofsebastian.org no later than **Friday, November 29, 2019**. All communication regarding this ITB shall be directed to the same point of contact. Contact by a Bidder (or anyone representing a Bidder) regarding this ITB with the City Council or a City employee/representative other than the point of contact listed above, is grounds for disqualification.

Bids duly submitted will be publicly announced at the Bid Opening date and time specified above. The City reserves the right to reject any and all bids, or to accept any bid or portion thereof deemed to be in the best interest of the City, and to waive any non-substantial irregularities.

Late bids will not be opened. Bidders have the option of picking up or paying for the mailed return of the unopened bid. If this option is not exercised within five (5) days of the Bid Opening, the late unopened bid will be disposed.

By: Ann-Marie Fraser, CPPB, MBA
Procurement/Contracts Manager

Publish: Publication in the Indian River Press Journal
Date: Sunday, November 17, 2019

The City of Sebastian supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Access.

LIGHTING AT PICKLEBALL COURTS (RE-BID)

STATEMENT OF NO RESPONSE

If your firm is unable to submit a bid, please complete and return this form prior to the Bid Opening date shown herein. Return by email (afrazer@cityofsebastian.org) or by mail to:

CITY OF SEBASTIAN
ATTN: PROCUREMENT
1225 MAIN STREET
SEBASTIAN, FLORIDA 32958

Company's Name: _____
Company Address: _____
Phone No: _____

We have declined to propose on ITB #19-13 Sports Lighting Installation at Pickleball Courts (Re-Bid), for the following reason(s) (mark all that applies):

- _____ ***Do not offer the good(s) or service(s) required***
- _____ ***Our schedule would not permit us to perform responsibly***
- _____ ***Unable to meet specifications***
- _____ ***Unable to meet insurance/eligibility requirements***
- _____ ***Specifications unclear (please explain below)***
- _____ ***Other (please specify below)***

REMARKS

Signature

Print Name / Title

Date

LIGHTING AT PICKLEBALL COURTS (RE-BID)
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DEFINITIONS

Invitation to Bid: this Solicitation document, including any and all addenda.

Bid: submission in response to this Invitation to Bid.

Bidder: person or firm submitting a Bid in response to this Invitation to Bid, “pre-award”.

Contractor: selected Bidder that is awarded a contract to provide the goods or services to the City, “post-award”.

City: refers to the City of Sebastian.

Contract or Agreement: Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the awarded Bidder.

Engineer: project designed by GAI Consultants, who is to act on behalf of the City, assumes all duties and responsibilities and have the rights and assigned authority in the Contract Documents in connection with completion of the work described herein.

Responsible Bidder: Bidder that has the integrity, reliability and capability in all respects to perform in full the contract requirement as stated in the ITB.

Responsive Bidder: Bidder who’s Bid fully conforms in all material respects to the ITB and its entire requirement, including form and substance.

Days: refers to calendar days, unless otherwise stated.

Shall, Must & Will: Interpreted as mandatory language.

LIGHTING AT PICKLEBALL COURTS (RE-BID)

SECTION 1 – GENERAL INFORMATION

1.1 SCOPE OF SERVICES

The City of Sebastian is requesting sealed bids from experienced and licensed Electrical Contractors to provide and install sports lighting at the City's new Pickleball Courts, in accordance with the attached plans and specifications. Services provided under this contract shall be to provide all materials and fixtures, equipment, labor, supervision and transportation necessary to purchase and install sports lighting at the City's new Pickleball Courts, located on Airport Drive East, Sebastian, FL 32958. All conduits are already installed and should not be included in the bid price.

1.2 METHOD OF AWARD

The City, in its sole discretion, intends to award a contract to the lowest, most responsive and responsible Bidder who possesses qualified man power, equipment and administrative capabilities deemed to be in the best interest of the City. Bidders shall have the organization, experience, capital, license, certification and equipment to carry out the provisions of the contract to the satisfaction of the City.

1.3 QUALIFICATIONS

1.3.1 The Bidder shall be regularly engaged in the business of providing licensed Electrical services as described herein. The Bidder shall have a record of performance and operation in Florida within the last five years. The Bidder shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions stated herein. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.

1.3.2 Bidder shall be fully licensed and insured to perform the work described herein and shall comply with all applicable Electrical Codes (NEC), Florida Building Codes (FBC) and any other Federal, State and local codes and ordinances.

1.3.3 Bidder must have performed electrical work in Florida on at least ten (10) other electrical projects, similar in nature, each within the past five (5) years. At least one (1) of these jobs must have been performed for a governmental entity in Florida. Supporting references must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the Bidder to make certain that the contact person will be responsive.

1.4 ESTIMATED BUDGET

For the completion of this project, the total cost is anticipated not to exceed \$100,000. This is the estimated budget for the entire project.

1.5 PRICING

Pricing shall include all costs, both direct and indirect to perform the Work, including but not limited to the Contractors Responsibilities (Section 3.1). Consider incidental costs for installation including, but not limited to equipment, tools, concrete, landscaping, etc. Should a Bidder fail to provide pricing, the City reserves the right to reject the Bid as non-responsive.

In case of a discrepancy, the City reserves the right to make the final determination at the lowest net cost to the City. If the Bidder is awarded a contract under this Bid solicitation, the prices quoted by the Bidder shall remain fixed and firm throughout the initial term of this contract. However, the Bidder may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

LIGHTING AT PICKLEBALL COURTS (RE-BID)

1.6 CONTRACT TERM & COMPLETION TIME

The City intends for the initial contract term to be for the completion of work stated herein.

The Work shall be substantially completed within thirty (30) calendar days after the date specified in the Notice to Proceed and completed and ready for final payment in accordance with the Contract Documents within sixty (60) calendar days after the date specified in the Notice to Proceed with Punchlist items.

The City and the Awarded Bidder shall execute a contract within ten (10) days after Notice of Award based upon the requirements set forth in the ITB through action taken by the City Council at a fully authorized meeting. If the Bidder awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Bidder, or re-advertised, as determined by the City.

END OF SECTION

LIGHTING AT PICKLEBALL COURTS (RE-BID)

SECTION 2 – BID REQUIREMENTS

2.1 TITLE PAGE

Title page showing the ITB number and title, Bidder's name and address and contact person and telephone number.

TAB #1 – BACKGROUND & QUALIFICATIONS

2.2 BACKGROUND & QUALIFICATIONS

Bidder shall provide:

- Details of the firm, such as history and services offered
- Details of staff (education, training and qualifications of designers/staff)
- Experience of the firm within the last 5 years that are similar to the scope of services herein. It is recommended that pictures of the Bidders workmanship be included in the bid
- The current and projected workload to ensure the ability and capability to timely perform services herein
- Equipment list

TAB #2 – PROJECT TIMELINE

2.3 PROJECT TIMELINE

Provide a timeline for start and completion of the project.

TAB #3 – INSURANCE & BONDING

2.4 INSURANCE

Certificate of Insurance: A copy of the Certificate of Insurance proving the types of Insurance and coverage is required in the bid. Once resulting agreement is executed, it is the Contractor's responsibility to ensure that the City is provided a current Insurance Certificate at all times.

The following insurance should be obtained and maintained, during the term of the Services, and all applicable statutes of limitation periods:

General Liability Insurance	an amount not less than: <ul style="list-style-type: none"> • \$500,000 Combined Single Limit per each occurrence • \$500,000 aggregate, including personal injury and property damage Shall not exclude or limit Product/Completed Operations, Contractual or Cross Liability
Automobile Liability	an amount not less than: <ul style="list-style-type: none"> • \$1,000,000 per occurrence, combined single limit
Worker's Compensation	The Bidder shall submit and maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this contract, in accordance with Florida Statutes 440.
<u>Additional Insured:</u> All liability insurance policies shall name and endorse the following as additional insured(s): the City of Sebastian and its City Council members, officers, employees and agents.	

LIGHTING AT PICKLEBALL COURTS (RE-BID)

2.5 BONDING

A **5% Bid Bond** for the amount of the base bid must be included with the Bid submittal, as a guarantee that the Bidder will enter into an agreement with the City if the bid is accepted.

TAB #4 –LICENSES & FORMS

2.6 LICENSES

Bidders must provide a copy of their occupational/business license.

2.7 FORMS

All Forms required by the ITB shall be fully executed by the Bidder and submitted. Failure to submit all forms completed and signed may result in the bid being deemed non-responsive and may not be considered for award. Refer to Section 5.

END OF SECTION

LIGHTING AT PICKLEBALL COURTS (RE-BID)

SECTION 3 - INSTRUCTIONS TO BIDDER

3.1 CONTRACTORS RESPONSIBILITIES

- 3.1.1 Provide sports lighting poles as specified in attached plans and specifications.
- 3.1.2 Provide light test upon completion of work.
- 3.1.3 Ground wires and power feeds in place and connected to the new equipment.
- 3.1.4 Provide adequate trash container for cardboard waste and packing debris.
- 3.1.5 Provide storage containers for material, including electrical enclosures.
- 3.1.6 Provide adequate security to protect delivered products from theft, vandalism or damage during the installation.
- 3.1.7 Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- 3.1.8 Obtain any and all required permits.
- 3.1.9 Locate existing underground utilities and irrigation system so as to avoid damage from construction equipment. Repair any such items damaged during construction.
- 3.1.10 Ground the new product on poles per NFPA 780 and NEC code. This will include grounding of the electrical enclosures and remote light fixture cross arms.
- 3.1.11 Keep all heavy equipment off of playing fields and surfaces whenever possible. Use due care to minimize damages when playing surface access is required. The Contractor shall be responsible for the cost of all repairs of any damages that they may cause.
- 3.1.12 Jobsite to be returned to condition existing prior to installation of lighting system (such as but not limited to, landscaping, etc.)
- 3.1.13 Conduct system startup and additional aiming as required.

3.2 CONE OF SILENCE

Potential Bidders shall not communicate in any way with City staff or the City Council other than with the primary contact listed herein. This restriction shall be effective from the time of bid advertisement until an award is made by the City Council. Such communication may result in disqualification.

3.3 REQUIRED COPIES

One (1) clearly marked original, three (3) copies and one (1) electronic copy of the bid shall be submitted. Please refer to the Bid Submission Checklist for guidance on all requirements.

3.4 SEALED BIDS

Bids shall be enclosed in a sealed envelope which shall show (lower left corner) the Bidder's name and address, ITB number and title, along with the due date and time. The bid shall be submitted no later than the due date and time mentioned on the Invitation to Bid. The City will not be responsible for opening any bids that are not clearly marked.

3.5 BIDS NOT CONSIDERED

Bids not considered are late submissions, telegraphed, emailed or faxed bids and bids which do not conform to the instructions contained in the Invitation to Bid. Bids may be withdrawn by fax or email, provided that such notices are received prior to the due date and time and confirmed by a telephone call to the City's primary contact.

3.6 ACCEPTABLE BIDS

Bids shall be typed or handwritten with (black or blue) ink. Any erasures or corrections must be initialed by the Bidder in ink. Handwritten submissions must be legible.

3.7 LATE BIDS

Late BIDS will not be opened. Bidders have the option of picking up or paying for the mailed return of the unopened bid. If this option is not exercised within five (5) days of the Bid Opening, the late unopened bid will be disposed of.

LIGHTING AT PICKLEBALL COURTS (RE-BID)

3.8 BID OPENING

Bidders are welcome to attend the bid opening; however, attendance is not mandatory. Bids shall be opened and publicly announced at City of Sebastian Council Chambers, on the date and time specified on the Invitation to Bid, unless otherwise stated in the form of an addendum.

3.9 REQUIRED INFORMATION

Bidders shall follow all instructions and provide all required information and forms to be considered for award. Bidders wishing to qualify for consideration of exception for all or any portion of the ITB shall provide a hand printed or typed explanation attachment to be submitted with the bid.

3.10 BID EXAMINATION

In accordance with Chapter 119, Florida Statutes, bid files will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the bid opening, whichever is earlier. Bid files may be examined during normal working hours, by appointment only, by contacting the City Clerk's office at 772-589-5330.

3.11 CONFIDENTIAL INFORMATION

Pursuant to section 119.071, Florida Statutes, any financial statements that the City requires to be submitted may be exempt from the Public Records Law. Therefore, any submitted financial statements that the Bidder wishes to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed." By submission of a response to this ITB the Bidder agrees to indemnify and hold the City harmless should any information marked as confidential knowingly or unknowingly be released as the result of a public records request.

3.12 ADDENDA

Addenda may be issued in response to any inquiry received by the Question/Answer deadline date and time specified herein. The revisions, additions, deletions, clarification, etc. shall become part of and have precedence over anything shown or described otherwise. If not mentioned in the addenda, all other documents, specifications, drawings, terms and conditions remain the same. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in the Solicitation documents or in the addenda issued. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying attachments before submitting bid. The Bidder is required to submit with its bid, all addenda signed. Where there appears to be a conflict between Solicitation and any addenda, the last addendum issued shall prevail.

3.13 SCRUTINIZED VENDOR CERTIFICATION

Bidder certifies that it is not listed on **(a)** the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; **(b)** the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or **(c)** is engaged in business operations in Cuba or Syria. Bidder further understands and accepts that any contract issued as a result of this bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by the City in the event there is any misrepresentation or false certification on the part of Bidder.

LIGHTING AT PICKLEBALL COURTS (RE-BID)

3.14 CORRECTIONS, CANCELLATION, & WITHDRAWAL

Bidders may be asked to provide further information after bid opening to determine the responsibility of the vendor.

3.14.1 Waiver of Technicality: Information shall not be considered after the bid opening was specifically requested to be provided with the bid as this becomes a matter of responsiveness. The bid shall be considered responsive if it substantially conforms to the requirements of the ITB. The City may waive any informality, technicality, or irregularity on any bid. A minor or non-substantive lack of conformity may be considered a technicality or irregularity which may be waived by the City.

3.14.2 Mathematical Errors: Errors in extension of unit prices or in mathematical calculations may be corrected. In cases of errors in mathematical computations, the unit prices shall not be changed.

3.14.3 Cancellation or Postponement: The City may cancel or postpone the bid opening or cancel the ITB in its entirety.

3.14.4 Withdrawal: Prior to any published bid opening date and time, a Bidder may withdraw his or her bid in writing. A fax or email is permitted for this purpose, provided a confirming telephone call is made.

3.14.5 Amendments: Prior to the published bid opening date and time, a Bidder may amend the bid provided that it is in writing, in a sealed envelope, and identified.

3.15 PRICE GUARANTEE

The Bidder warrants that the unit prices, terms, and conditions quoted in the bid will be firm for acceptance for a period of not less than 120 days from the due date. Such unit prices, terms and conditions will remain firm for the contract period. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the invitations to Bid will be cause for rejection, as determined by the City.

3.16 BID AWARD

The contract/agreement will be awarded to the most responsive and responsible Bidders whose bid, conforming to the specifications and terms the City considers are most advantageous. The Procurement/Contracts Manager shall issue a Notice of Award to the successful Bidder and post the results on the City's website and DemandStar.

3.17 REJECTION OF BIDS

The City reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the top ranked Bidder, and the right to disregard all non-conforming, non-responsive, imbalanced, or conditional bids. More than one bid from an individual, firm or association under same or different names, will not be considered. Any or all bids will be rejected if there is reason to believe that collusion exists among the Bidders, and no participants in such collusion will be considered in future bids for the same work.

END OF SECTION

LIGHTING AT PICKLEBALL COURTS (RE-BID)

SECTION 4 – GENERAL CONDITIONS

4.1 SUSPENSION AND DEBARMENT

City of Sebastian will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Bidder/Bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.2 DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the total costs shall be reduced at the same ratio as the estimated costs of the Services.

4.3 CITY COUNCIL MEETING

The awarded Bidder must be available to attend City Council meetings when required. The awarded Bidder must be prepared to answer any questions and/or provide a presentation if requested by Council and/or authorized by City representative(s). The awarded Bidder is not required to attend the City Council meeting for approval of award, but attendance is welcome. The date and time of the meeting will be publicly noticed.

4.4 CONFLICT OF INTEREST

Contract Award is subject to provisions of State Statutes and City Ordinances. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Sebastian, City Council members included; further, all bids must disclose the name of any City employee or Council member, who owns, directly or indirectly, an interest of ten percent (10%) or more in the BIDDER's firm or any of its branches.

Should the successful Bidder permanently or temporarily hire any City employee or Council member, who is, or has been, directly involved with the Bidder prior to or during performance of the resulting contract, the Agreement shall be subject to immediate termination by the City.

4.5 NOTICE TO PROCEED

The Contractor shall not commence any Work, nor enter a Worksite, until a written Notice to Proceed (NTP) directing the awarded Bidder to proceed with the Work has been issued by the City; provided, however, that such notification shall be superseded by any emergency work

that may be required in accordance with the provisions included elsewhere in this ITB and resulting Contract.

4.6 METHOD OF PAYMENT

4.6.1 Florida Prompt Payment Act

Payment shall be made in accordance with Section 218, Part VII of the Florida Statutes.

4.7 SALES TAX

Although the City of Sebastian is exempt from Federal and State Sales and Use taxes, Contractors or Vendors doing business with the City are not exempted from paying said taxes to their supplier for goods or services purchased to fulfill the contractual obligations with the City, nor shall any Contractor or Vendor be authorized to use the City's Tax Exemption Number in securing such materials.

4.8 AVAILABILITY OF FUNDS

The obligations of the City of Sebastian under this award are subject to the availability of funds lawfully appropriated for its purpose by the City Council of the City of Sebastian.

4.9 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed in the bid and shall reference the section. Any exceptions to the General or Special Conditions may be cause for the bid to be considered non-responsive.

4.10 SUBCONTRACTORS AND EMPLOYEES

The Bidder is required to identify any and all Subcontractors and/or suppliers that will be used in the performance of the proposed Contract and to clearly identify in their bid the percentages of Work to be performed by their Subcontractors.

4.11 WAIVER OF IRREGULARITIES

The City may waive minor informalities or irregularities in bids received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Bidders. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Bids by giving a Bidder an advantage or benefit not enjoyed by other Bidders.

4.11.1 In no event will any such elections by the City be deemed to be a waiving of the required criteria for the requested services.

LIGHTING AT PICKLEBALL COURTS (RE-BID)

4.11.2 The Contractor who is selected for the Project will be required to fully comply with the Project criteria for the Price Bid, regardless that the Solicitation may have been based on a variation from the Project criteria.

4.11.3 Bidders shall identify separately all innovative aspects as such in the technical Solicitation. Innovation should be limited to Bidders means and methods, approach to Project, use of new products, and new uses for established products.

4.12 TERMINATION OF CONTRACT

The City reserves the right to terminate the contract, with or without cause, in a minimum thirty (30) days by written notice. Such written notice will state the termination date upon which Contractor must cease all work under the contract. Upon such termination for convenience, successful Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligation to the successful Contractor. Successful Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until termination date and shall have no further obligation to perform services after the termination date.

4.13 QUESTIONS/REQUESTS FOR CLARIFICATION

Any questions and/or requests for clarification regarding this Solicitation shall be submitted in writing to the Procurement/Contracts Manager via email at afraiser@cityofsebastian.org. Bidders must clearly understand that the only official answer or position of the City will be the one issued by the Procurement/Contracts Manager via an Addendum.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Request for Bid and At-A-Glance timetable. All responses to questions/clarifications will be published in the form of an Addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's website (www.cityofsebastian.org) and DemandStar (www.demandstar.com) and it is the Bidder's sole responsibility to assure receipt of all (if any) Addenda(s).

4.14 CO-OPERATIVE PURCHASING

It is the intent of the Request for Bid to secure goods or services to be used by the City of Sebastian. However, by virtue of bidding, the Bidder accepts the right of other Government Entities to "piggyback" purchase from this bid by mutual consent and where applicable by law. Any such purchase shall be separate and apart from the City of Sebastian, and said City assumes no liability for such action.

4.15 DISCRIMINATION

The Bidder shall not practice or condone personnel or supplier discrimination of any nature whatsoever, in any manner proscribed by Federal or State of Florida laws and regulations. The City of Sebastian will not knowingly do business with vendors, Bidders, or contractors who discriminate on those protected by state and federal law. Through the course of providing services to the City, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the City.

4.16 PUBLIC RECORDS

Section 119.01 F.S., The Public Records Law, provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the City in connection with all responses shall be deemed to be public records subject to public inspection upon award, recommendation for award, or thirty (30) days after the bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Bidder believes any of the information contained in the response is exempt from the Public Records Law, the Bidder must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Jeannette Williams
(772) 388-8215
jwilliams@cityofsebastian.org

LIGHTING AT PICKLEBALL COURTS (RE-BID)

4.17 E-VERIFY

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Certification of Employment Status), in the event performance of this Agreement is now will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. The Consultant shall (1) enroll in the U.S. Department of Homeland Security's E-Verify system, (2) utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract (3) utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and (4) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. Information on registration for and use of the E-Verify system can be obtained at the U.S. Department of Homeland Security website: <http://www/dhs.gov/E-Verify>.

4.18 PROTEST PROCEDURE

Any actual or prospective bidder or Bidder who is aggrieved in connection with a competitive selection process may protest to the Procurement/Contracts Manager. The protest shall be submitted in writing within seven (7) calendar days after the bidder or Bidder knows or should have known of the facts giving rise to the protest.

4.18.1 Decision - If the protest is not resolved by mutual agreement, the Procurement/Contracts Manager shall promptly investigate the basis of the protest and, after consultation with the City Manager, originating department, the City Attorney and any other person or entity deemed necessary, shall issue a decision in writing. A copy of the decision shall be furnished immediately to the protestor and any other party determined to be directly affected by the decision. The decision shall:

- A. State the decision and the basis for the decision, and
- B. Set forth the protestor's right to administrative review.

4.18.2 Administrative Review – If the protestor disagrees with the decision of the Procurement/Contracts Manager, the protestor may appeal the decision to the City Manager and/or City Council, provided written notice of such appeal shall be submitted by the protestor to the Procurement/Contracts Manager within seven (7) calendar days of receipt of the decision.

4.18.3 Stay of Procurement – In the event of a timely and properly filed protest, the Procurement/Contracts Manager shall not proceed further with the solicitation or award until all administrative remedies have been exhausted, or until the City Manager or City Council, as appropriate, makes a determination on the record that the award of a contract is necessary to protect substantial interests of the City.

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4.19 LOCAL VENDOR PREFERENCE POLICY

Effective October 14, 2009, City of Sebastian adopted a local vendor preference reference, Ordinance No. 09-13 as set forth below:

Sec. 2-11. Local Vendor Preference Policy

(a). Definitions.

(1) Local business means the vendor has:

- a) A valid business tax receipt issued by the City of Sebastian, Indian River County, St. Lucie County, Martin County, Okeechobee County, Osceola County, or Brevard County at the time a bid or bid is submitted, and
- b) A physical address located within the local area, in an area zoned for the conduct of such business, from which the vendor is operating a significant portion of its business, and at which it maintains full-time employees.

(2) Nonlocal business means any vendor that does not meet the definition of a business within the local area.

(b) *Establishment as local area business.* To establish that a vendor is a local area business a vendor shall provide written documentation of compliance with the definitions for each such local business as defined in subsection (1) herein, at the time of submitting a bid or bid. Post office boxes are not verifiable and shall not be used for the purpose of establishing the required physical business address. A vendor that misrepresents the local area status of its firm in a bid or bid submittal to the city will lose the privilege to claim local preference status for a period of two years.

(c) *Local preference in purchasing and contracting.* The City of Sebastian shall give preference to local area businesses in the purchase of commodities, person property, general services, personal property, professional services, and the purchase of or contract for construction or renovation of public works or other public improvements by means of competitive bid. The city shall give such preference to local area businesses in the following manner:

(1) *Competitive bid.* Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive nonlocal business submits the lowest price bid, and the lowest bid submitted by a qualified and responsive local area business is within five percent of the lowest bid, then the lowest bidding local area business shall have the opportunity to submit an offer to match the price submitted by the lowest nonlocal area business BIDDER.

Within five working days after the posting of the qualified and responsive bids, any local area business that has submitted a bid within five percent of the lowest bid by a nonlocal area business, and that wants the opportunity to match the lowest bid, shall submit a written offer to match the lowest bid. If the lowest local area business submits an offer that matches the lowest bid submitted, then the award shall be made to such local business.

If the lowest local area business BIDDER declines or is unable to match the lowest bids, then the option to do so moves to the next local area business if its bid is within five percent of the lowest bids, and it is a qualified and responsive BIDDER.

If the lowest bid is submitted by a qualified and responsive local area business, there is no local vendor preference.

If a local area business accepts the opportunity to match the lowest bid of a nonlocal area business and that bid is based on unit price bid items and estimated quantities, then the unit prices for all bid

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items shall be reduced in proportion to the reduction in the local area business's total bid amount required to match the lowest total bid.

- (2) *Ties.* In the event of any tie in the final bid price between a local area business, and a nonlocal area business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local area business. In the event of any two businesses located within the City of Sebastian, or two businesses located within the greater local area, the local vendor with the greatest number of full-time employees working in the City of Sebastian or the greater local area respectively shall be awarded the contract or receive the first opportunity to negotiate as applicable.
- (d) *Exception to local vendor preference policy.* The local preference policy set forth herein shall not apply to any of the following purchases or contracts:
 - (1) Goods or services provided under a cooperative purchasing agreement or piggyback agreement; or
 - (2) Purchases or contract which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
 - (3) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, as described in the City's purchasing policies; or
 - (4) Purchases or contracts with an estimated cost of \$5,000.00 or less; or
 - (5) Purchases or contracts where the difference between the amount of the low bid submitted by a qualified and responsive nonlocal area business and the lowest bid submitted by a qualified and responsive local area business is greater than \$25,000.00; or
 - (6) Where all bids are rejected.
- (e) *Waiver of the application for local vendor preference policy.* Any request for the waiver of local preference to any particular purchase or contract must be heard by the City Council prior to advertising the bid. The city council, as the awarding authority, may approve the waiver of local preference upon review and at its discretion.
- (f) *Comparison and review of qualifications.* The preferences established herein no way prohibit the right of the City of Sebastian to compare and review the quality of materials proposed for purchase, and to compare and review the qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or bids. Furthermore, the local preference established herein shall not prohibit the city from giving any other preference permitted by law in addition to the local preference contained herein.
- (g) *Administration of local preference policy.* This policy shall apply to all departments, functions and funds under the governance of the City of Sebastian, unless subsection (d) applies.
- (h) *Dispute resolution.* Any dispute arising under the provision of this section shall first be presented to the City Manager for determination. The decision of the City Manager shall be appealable to the City Council, and the decision of the City Council shall be final and binding on all parties.

END OF SECTION

SECTION 5 – FORMS

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SOLICIATION INFORMATION FORM

Please submit this form to assist us in learning more about how our solicitation opportunities are most often found.

Company's Name: _____

Company Address: _____

Phone No: _____

Please tell us how you found out this Request for Bid was released/available (mark all that applies):

_____ ***Indian River Press Journal (TCPalm)***

_____ ***DemandStar/Onvia***

_____ ***City of Sebastian Web Site***

_____ ***Other (please specify below)*** _____

LIGHTING AT PICKLEBALL COURTS (RE-BID)

BID SUBMITTAL CHECKLIST

Please use the following checklist as a reference document to confirm all requirements are met in your submittal. **This checklist must be submitted as part of the submittal.** Please be advised that this checklist should not be interpreted as a comprehensive list of all information required by this Solicitation from prospective Bidders. It simply serves as a guide for the most significant documents to be included in the bid and should be enhanced as deemed necessary. It is solely the Bidder's responsibility to read and understand all requirements and adhere to all issued Addenda.

Requirements	OFFICE USE ONLY
One (1) original copy of bid (bearing original signatures)	
Three (3) copies of bid	
One (1) electronic copy of bid (USB)	
Title Page	
Bid Submittal Checklist – FORM A	
Signed Addenda, <i>if applicable</i>	
TAB #1 – BACKGROUND & QUALIFICATIONS (Refer to Section 2.2)	
TAB #2 – PROJECT TIMELINE (Refer to Section 2.3)	
TAB #3 – INSURANCE & BONDING (Refer to Section 2.4 – 2.5)	
Proof of Insurance	
5% Bid Bond	
TAB #4 – FORMS (Refer to Section 2.6 – 2.7)	
Bid Form – FORM B	
Reference List – FORM C	
Bidder's Disclosure Questionnaire – FORM D	
Document Notification Affidavit – FORM E	
Subcontractor Listing Form – FORM F	

IMPORTANT: Failure to submit the requested copies or complete and submit the required forms may result in submittal being deemed non-responsive and removed from consideration.

LIGHTING AT PICKLEBALL COURTS (RE-BID)

MAILING LABEL

Cut along the outer border and affix this label to the sealed bid envelop to identify it as a Sealed Bid Package.

SEALED ITB • DO NOT OPEN	
SOLICITATION #:	ITB 19-13
SOLICITATION TITLE:	Sports Lighting at Pickleball Court (RE-BID)
DUE DATE/TIME:	Friday, December 6, 2019 @ 3:00 PM EST
SUBMITTED BY:	
	Bidder's Name
	Bidder's Address
	Bidder's Address
DELIVER TO:	City of Sebastian ATTN: Procurement Division 1225 Main Street Sebastian, Florida 32958



LIGHTING AT PICKLEBALL COURTS (RE-BID)
BID FORM

DUE DATE: Bids due on or before 2:00 PM EST at City of Sebastian ATTN: Procurement 1225 Main Street Sebastian, Florida 32958 Friday, December 6, 2019	ITB NO.: #19-13	RELEASE DATE: 11/18/2019	CONTACT: Ann-Marie Fraser, CPPB, MBA Procurement/Contracts Manager (772) 388-8231 afraser@cityofsebastian.org
Check Addenda for any revised opening dates before submitting your bid. Bid(s) received, after the date and time stated above, shall not be considered for award. Faxed bids are not allowed			
ITB TITLE: SPORTS LIGHTING INSTALLATION AT PICKLEBALL COURTS (RE-BID)			
Firm's Name and "Doing Business As", if applicable:			
Federal Tax Identification Number:			
Address:	City:	State:	Zip Code:
Telephone Number:		Fax Number:	
E-Mail Address of Authorized Representative:			
<p>The undersigned hereby proposes and agrees to furnish all labor, materials, and equipment, and to perform all work required for the above-named Project in the manner and time prescribed in the Scope of Work and Drawings (if applicable) and such addenda thereto as may be issued prior to bid opening date. The Bid Price, set forth below in clear legible figures, includes the cost of Bonds, insurance, sales tax, and every other item of expense, direct or indirect, incidental to the Bid Price.</p>			
Signature of Authorized Representative (Manual)			
Name of Authorized Representative (Typed or Printed)			
Title			
For the Lump Sum of: \$			

LIGHTING AT PICKLEBALL COURTS (RE-BID)
REFERENCE LIST

Bidder's Name: _____

Bidder must provide the contact information for a minimum of three (3) references in which similar work was performed within the last five (5) years, public sector entities preferred.

**Bidder is responsible for providing accurate contact information to ensure timely responses from
References**

Reference #1

Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	

Reference #2

Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	

Reference #3

Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	

Failure to fully complete and submit this List may result in rejection of the submittal

LIGHTING AT PICKLEBALL COURTS (RE-BID)

BIDDER'S DISCLOSURE QUESTIONNAIRE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter. Additional sheets may be attached if required.

Bidder's Name: _____

Address: _____

Contact Person: _____

Title: _____

Phone No.: _____

Email Address: _____

Federal Identification No.: _____

This Business is: () An Individual () A Partnership () A Corporation

Bidder's License No., if applicable: _____

***Attach certificate of status, competency, and/or state registration**

- (1) Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years? YES ☐ NO ☐
- (2) Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? YES ☐ NO ☐
- (3) Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? YES ☐ NO ☐

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and I agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this bid for the City of Sebastian.

Signature

Date

Failure to fully complete, sign and submit this Questionnaire may result in rejection of the submittal

LIGHTING AT PICKLEBALL COURTS (RE-BID)

DOCUMENT NOTIFICATION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ acknowledge that I have legal authorization
(Printed Name)

to contractually bind _____,
(Company Name)

I acknowledge that as part of my response to this solicitation I have read and reviewed copies of the following documents/notifications, attached:

- Conflict of Interest Disclosure
- Drug-Free Workplace Provisions
- Public Entity Crimes Notification
- Non-Collusive Affidavit
- E-Verify Acknowledgement
- Immigration Laws Notification
- Scrutinized Vendor Certification
- No Lobbying Notification
- Debarment and Suspension Certification
- Vendor Performance Acknowledgement

I hereby swear or affirm that I have read and that I understand and accept all the requirements and regulations imposed by the above-referenced documents and that I acknowledge and accept that the above-referenced documents and all terms and conditions contained therein are included in the response to this solicitation.

The foregoing Affidavit was subscribed and sworn to before me this _____ day of _____, 2019, by _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

[Notary Seal]

Notary Public Name:

Notary Public Signature:

Notary Commission Expiration: _____

Failure to fully complete, sign and submit this Affidavit may result in rejection of the submittal

LIGHTING AT PICKLEBALL COURTS (RE-BID)

SUB-CONTRACTORS LISTING FORM

Bidder's Name: _____ **Phone #:** _____

ITB Title: Sports Lighting Installation at Pickleball Courts (Re-Bid) **ITB #:** 19-13

NOTE: List **all subcontractors** you invited to bid on this project, whether they were selected or not. If subcontractors will not be used on this agreement, check the box below. **Form must be submitted with your submittal.** Use additional sheets if necessary.

The City reserves the right to reject any bids if the Bidder names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

Company Name	Work To Be Performed	Contact Person	Telephone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

☐ I affirm that Subcontractors will not be used to complete the scope of work under this solicitation.

Print Preparer's Name: _____ Title: _____

Signature: _____ Date: _____

Failure to fully complete, sign and submit this Form may result in rejection of the submittal