

**INVITATION TO BID**

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>

ISSUE DATE: MAY 3, 2016**BID NO: ITB 16-010****OPENING DATE: JUNE 7, 2016****OPENING TIME: 2:30 PM CST****BID REQUESTED:**

The City of Fort Walton Beach invites bids for **ITB No. 16-010: STORM DRAIN REPLACEMENT PROJECT – 225 MIRACLE STRIP PKWY SW, FWB.**

Bids will be opened and publicly read aloud at City Hall Annex Bldg - Conference Room, City of Fort Walton Beach, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida at 2:30 PM CST on June 7, 2016. Bids must be SUBMITTED ON THE FORMS FURNISHED BY THE CITY and in accordance with specifications and the list of quantities desired.

Please note – A mandatory Pre-Bid meeting is scheduled for 11:00AM local time on May 19, 2016 at City Hall Annex Bldg - Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida.

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

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

Sincerely,

Paul L. Eubanks
Purchasing Manager

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SECTION 1.0

COVER SHEET

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

TITLE: ITB 16-010: STORM DRAIN REPLACEMENT PROJECT - 225 Miracle Strip Pkwy SW,FWB.

ISSUE DATE: May 3, 2016

BID NO: 16-010

BID BOND REQUIRED

Total Amount of bid or Base bid \$ _____

Amount of Bid Bond (5% of base bid)	\$ _____
Amount of Cashier's Check (5% of base bid)	\$ _____
Amount of Certified Check (5% of base bid)	\$ _____

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 INSTRUCTIONS FOR SUBMITTING BID RESPONSE FOR ITB 16-010:

- 1.2.1 Bidders are expected to examine this bid form and all instructions. Failure to do so will be at the bidder's risk.
- 1.2.2 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.
- 1.2.3 Each bidder shall furnish all the information required on the bid form and each accompanying sheet on which he/she makes an entry.
- 1.2.4 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.
- 1.2.5 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.
- 1.2.6 Persons with disabilities needing a special accommodation to participate in this Invitation to Bid should contact the Purchasing Coordinator, 105 Miracle Strip Parkway, Fort Walton Beach, Florida 32548, (850) 833-9524, at least seven days before the date the accommodation is necessary.

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
- _____ Drug Free Workplace Form
- _____ Invitation to Bid Price Schedule, Unit Price and Total Price Columns Completed
- _____ Bid Envelope Prepared as Specified – (See Sec 2.11)

SPECIAL ITEMS (APPLICABLE TO THIS BID ONLY):

- XX Performance Bond Requirements (See Special Conditions-Section 3.14)
- XX Insurance (See Special Conditions-Section 3.15)
- XX Exceptions to Specifications on company letterhead (See General Conditions Section 2.5)

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.

BIDDER’S CERTIFICATION - ITB 16-010

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

ADDENDUM PAGE ITB 16-010

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

REFERENCES – ITB 16-010

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

REGARDING PROPOSER / BIDDER: _____

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

DRUG-FREE WORKPLACE FORM ITB 16-010

The undersigned vendor, on _____, 2016, 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

PUBLIC ENTITY CRIME FORM – ITB 16-010 (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 _____, 2016, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires

"NO BID" RESPONSE TO INVITATION TO BID

IF YOU ARE NOT SUBMITTING A BID, PLEASE PROVIDE THE INFORMATION BELOW AND RETURN THIS FORM BEFORE THE SCHEDULED BID OPENING DATE TO:

**Purchasing Manager
City of Fort Walton Beach
105 Miracle Strip Pkwy, SW
Fort Walton Beach, Fl 32548
Or by fax to (850) 833-9643**

FAILURE TO RESPOND TO THREE (3) CONSECUTIVE BIDS MAY RESULT IN YOUR COMPANY BEING DELETED FROM THE CITY'S BIDDER'S LIST.

~~~~~

We have received your Invitation to Bid for **ITB No. 16-010, Opening at 2:30 PM CST, on June 7, 2016.** Reason for not bidding:

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

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (**type or print**)

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

\_\_\_\_\_  
Date

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

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

2.5 **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.

2.6 **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.

2.7 **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.

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

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

2.9.1 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 2.9.4.**

2.9.2 Any questions related to interpretation of specifications or the bid process shall be addressed to the Purchasing Agent, 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.

2.9.3 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.

2.9.4 Direct inquiries to:

Paul L. Eubanks, 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: [peubanks@fwb.org](mailto:peubanks@fwb.org)  
Website: <http://www.fwb.org>

2.10 **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.

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

2.11.1 **Sealed bids shall be submitted to the Office of the Purchasing Division no later than 2:30 PM (CST), on June 7, 2016.** 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.

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

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

2.11.3 **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 Manager – City Hall Annex Building  
City of Fort Walton Beach  
105 Miracle Strip Pkwy SW  
Fort Walton Beach, FL 32548**

**SEALED BID DO NOT OPEN**

**SEALED ITB#: 16-010**

**ITB TITLE: Storm Drain Replacement Project–  
225 Miracle Strip Pkwy**

**DUE DATE/TIME: 06/07/2016 2:30 PM – Central Time**

2.12 **NO BID FORM:** In the event you elect not to bid, please respond by returning the "NO BID" Response Form with the reason for not bidding. To qualify as a respondent, bidder must submit a "BID" or "NO BID" and it must be received no later than the stated bid opening date and time. Repeated failure to bid without sufficient justification shall be cause for removal of the supplier's name from the bid list.

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

2.14 **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.

2.15 **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.

2.15.1 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.

2.15.2 Award will be made in approximately ninety (90) days. It is incumbent on bidders to contact the Purchasing Department 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.

2.15.3 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.

2.16 **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.

2.17 **PUBLIC ENTITY CRIMES:** 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.

2.18 **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.

2.19 **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.

2.20 **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.

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

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

2.23 **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.

2.24 **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.

2.25 **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.

2.26 **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.

2.27 **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.

2.28 **DISPUTES:** 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.

2.29 **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.

2.30 **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.

2.31 **DRUG FREE WORKPLACE PREFERENCE:** 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.

**SECTION 3 - SPECIAL CONDITIONS**

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

XX 3.1. **PRE-BID MEETING - A mandatory Pre-Bid meeting is scheduled for 11:00AM local time on May 19, 2016 at City Hall Annex Bldg - Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida.**

XX 3.2. **PERFORMANCE TIME:** The Contractor shall deliver the required service within ONE HUNDRED & TWENTY DAYS (120) calendar days after the Purchase Order has been issued.

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

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

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

XX 3.6. **BIDDER QUALIFICATION:** Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service, 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 3.7. **INSPECTION:** The City reserves the right to conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

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

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

XX 3.10 EXECUTION OF CONTRACT: The successful bidder shall, within fifteen (15) calendar days after Notice of Award is issued by the Purchasing Agent, 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 3.11 FAILURE TO EXECUTE CONTRACT: Failure of the successful bidder to enter into a contract in the proscribed time may be cause for cancellation of the award to that bidder. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, or the City may reject all of the bids. Contractors who default are subject to suspension and/or removal from the Bidder's List.

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

- 3.12.1 A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- 3.12.2 The amount due, applicable discount(s), and the terms thereof;
- 3.12.3 The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- 3.12.4 The Purchase Order or Contract Number as supplied by the City; and identification by office or department where and to whom the goods were delivered or services provided;
- 3.12.5 All invoices shall be sent to the Accounts Payable Department, City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.

3.12.6 The invoice must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City; the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements are in compliance with those requirements.

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

XX 3.14 BOND REQUIREMENTS

XX 3.14.1 Performance Bond equal to one hundred percent (100%) of the Contract price will be required.

XX 3.14.2 Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required.

XX 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.

XX 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 - \$1,000,000XX 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 3.16 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 CONSTRUCTION OF SPECIAL CONDITIONS: If any specification or general condition of this Invitation to Bid conflicts with any Special Condition, the Special Condition shall have precedence over the General Condition.

**SECTION 4 – TECHNICAL SPECIFICATIONS**

- 4.1 TECHNICAL SPECIFICATIONS BY AVCON, INC. (See Exhibit A)
- 4.2 CONSTRUCTION DRAWINGS BY AVCON, INC. (See Exhibit B)

**SECTION 5 – PRICING SHEET**

- 5.1 INCLUDE THIS FORM WITH BID SUBMISSION.
- 5.2 See Pages 3-5 of Technical Specifications (Exhibit B)

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**ITB 16-010**  
**STORM DRAIN REPLACEMENT PROJECT - 225 Miracle Strip Pkwy SW, FWB**

**Exhibit A**

**Technical Specifications & Pricing Sheet by AVCON, Inc.**

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

**ITB 16-010**  
**STORM DRAIN REPLACEMENT PROJECT - 225 Miracle Strip Pkwy SW, FWB**

**Exhibit B**

**Construction Drawings by AVCON, Inc.**

See document posted as Exhibit B on [www.fwb.org](http://www.fwb.org); at [www.FloridaBidSystem.com](http://www.FloridaBidSystem.com) or on [www.VendorRegistry.com](http://www.VendorRegistry.com).

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**CITY OF FORT WALTON BEACH, FLORIDA****NOTICE TO BIDDERS****BID NUMBER: ITB No. 16-010****Date: May 3, 2016**

The City of Fort Walton Beach will accept sealed bids at City Hall until June 7, 2016, at 2:30 PM, local time, at which time all bids received will be opened and read aloud at the City Hall Annex Bldg - Conference Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida, for the following:

**ITB 16-010: STORM DRAIN REPLACEMENT PROJECT - 225 Miracle Strip Pkwy SW, FWB**

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

Additional technical information relative to this bid may be obtained from Paul L. Eubanks, Purchasing Agent, at (850) 833-9523 or [peubanks@fwb.org](mailto:peubanks@fwb.org) during normal business hours.

**Please note – A mandatory Pre-Bid meeting is scheduled for 11:00AM local time on May 19, 2016 at City Hall Annex Bldg - Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL.**

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 16-010: STORM DRAIN REPLACEMENT PROJECT - 225 Miracle Strip Pkwy SW, FWB**

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