



**INVITATION TO BID**

**ISSUE DATE: Mar. 23, 2022**

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

**BID NO: ITB 22-013**

**OPENING DATE: Apr. 7, 2022**

**OPENING TIME 2:30 PM CST**

**BID REQUESTED:**

**TENNIS COURT LIGHTING - FIXTURES AND POLES (PRODUCT ONLY)**

The City of Fort Walton Beach invites bids for **TENNIS COURT LIGHTING – FIXTURES AND POLES (PRODUCT ONLY)**. Bids will be opened and publicly read aloud at **City Hall Annex Bldg. - Purchasing Division Office, City of Fort Walton Beach, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida at 2:30 PM (CST) on April 7, 2022**. Bids must be **SUBMITTED ON THE FORMS FURNISHED BY THE CITY** and in accordance with specifications and the list of quantities desired.

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

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

Sincerely,

Giuliana Scott  
Purchasing Manager

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**SECTION I: REQUIRED FORMS - INSTRUCTIONS FOR SUBMITTING BID RESPONSE FOR ITB 22-013:**

- 1.1 Bidders are expected to examine this bid form and all instructions. Failure to do so will be at the Bidder's risk.
- 1.2 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.
- 1.3 Each Bidder shall furnish all the information required on the Bid form and each accompanying sheet on which he/she makes an entry.
- 1.4 **Unit price for each unit bid shall be shown for the unit size requested.** A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct. Failure to show unit prices may render a bid as non-responsive.
- 1.5 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.**
- 1.6 The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at [clerk@fwb.org](mailto:clerk@fwb.org) to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:

[https://www.fcc.gov/sites/default/files/telecommunications\\_relay\\_service.pdf](https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf)

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

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

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

- \_\_\_\_\_ Insurance (See Special Conditions)
- \_\_\_\_\_ Exceptions to Specifications on company letterhead (See General Conditions 3.5)
- \_\_\_\_\_ Product Specifications (See General Conditions 3.6)

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

**SECTION 1.1**

**COVER SHEET**

**ITB TITLE: TENNIS CT LIGHTING – FIXTURES & POLES (PRODUCT ONLY)**

**ISSUE DATE: 03/22/2022**

**BID NO: ITB 22-013**

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

**NO BID BOND REQUIRED FOR THIS BID**

**Total Amount of bid or Base bid                    \$ \_\_\_\_\_**

**INDICATE METHOD OF BID BOND FURNISHED BELOW**

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

**All Items bid? Yes      No**

**Submitted by:**

\_\_\_\_\_  
**NAME OF BUSINESS**

**BY:** \_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**MAILING ADDRESS**

\_\_\_\_\_  
**NAME & TITLE (type or print)**

\_\_\_\_\_  
**CITY, STATE, ZIP CODE**

\_\_\_\_\_  
**EMAIL ADDRESS**

(    ) \_\_\_\_\_  
**TELEPHONE NUMBER**

(    ) \_\_\_\_\_  
**FAX NUMBER**

**SECTION 1.2 BIDDER’S CERTIFICATION – ITB 22-013**

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

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

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

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

\_\_\_\_\_  
NAME OF BUSINESS

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

\_\_\_\_\_  
NAME & TITLE (type or print)

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

( ) \_\_\_\_\_  
TELEPHONE NUMBER

( ) \_\_\_\_\_  
FAX NUMBER

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

\_\_\_\_\_  
DATE

**SECTION 1.3            ADDENDUM PAGE – ITB 22-013**

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

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

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

\_\_\_\_\_  
NAME OF BUSINESS

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

\_\_\_\_\_  
NAME & TITLE (type or print)

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

(      )  
\_\_\_\_\_  
TELEPHONE NUMBER

(      )  
\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
DATE

**SECTION 1.4 REFERENCES ITB 22-013**

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:** \_\_\_\_\_

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

**SECTION 1.5 DRUG-FREE WORKPLACE FORM ITB 22-013**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

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

NAME OF BUSINESS: \_\_\_\_\_

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

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

**SECTION 1.6 PUBLIC ENTITY CRIMES FORM – ITB 22-013**

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.

**PUBLIC ENTITY CRIMES FORM**

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

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by means of \_\_\_physical presence or \_\_\_online notarization, by \_\_\_\_\_ (name of person acknowledging), who \_\_\_is personally known to me or \_\_\_has produced \_\_\_\_\_ (type of identification) as identification.

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

My Commission expires

**1.7 ANTI-COLLUSION STATEMENT**

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

---

Bidder's Company Name

---

Authorized Signature

---

Signature Name – Printed

---

Address

---

Title

---

Phone #

---

Email

---

Federal ID # or SS #

1.8 **FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

1.89 **SCRUTINIZED COMPANIES PURSUANT TO FL STATUTES 287.135 & 215.473:**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

**SECTION II: GENERAL CONDITIONS**

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

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

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

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

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

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

**2.6 PUBLIC ENTITY CRIMES FORM:** A person or affiliate, as defined in § 287.133, Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.01, Fla. Stat., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a bid, you are certifying your company is in compliance with § 287.133, Fla. Stat.

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

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

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

**2.10 TRADE NAMES**

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

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

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

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

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

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

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

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

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

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

2.13.4 Direct all inquiries to:

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

Websites: [www.fwb.org/rfps](http://www.fwb.org/rfps) and [www.BidNetDirect.com/Florida](http://www.BidNetDirect.com/Florida).

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

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

2.15.1 **Sealed bids shall be submitted to the Office of the Purchasing Division no later than 2:30 PM (CST), on April 7, 2022.** Bids shall not be accepted after this time and date. Each bid shall be submitted in a sealed envelope marked with the bid number, title of the bid, and bid opening date.

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

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

2.15.4 To facilitate the bid process, the City encourages bidders to use the electronic price sheet available at [www.fwb.org/rfps](http://www.fwb.org/rfps). Go to 22-013 and click on Exhibit A. This completed form may be saved on a thumb-drive or CD and delivered with the rest of the bidders package.

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



**Deliver to: Purchasing Manager – City Hall Annex Building  
City of Fort Walton Beach  
105 Miracle Strip Pkwy SW  
Fort Walton Beach, FL 32548**

**SEALED BID DO NOT OPEN**

**SEALED ITB#: 22-013**

**ITB TITLE: Tennis Court Lighting-Fixtures/Poles**

**DUE DATE/TIME: 04/07/2022 2:30 PM – Central Time**

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

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

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

2.18.1 The City of Fort Walton Beach reserves the right to reject any or all bids and to

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

- 2.18.2 Award will be made in approximately ninety (90) days. It is incumbent on bidders to contact the Purchasing Division at (850) 833-9523 to determine the successful bidder(s). Bidders or respondents who do not agree with the City Council's award are afforded the opportunity to protest the recommendation by submitting a written vendor protest to the Purchasing Division within three (3) business days after City Council has awarded the purchase. Failure to file a written vendor protest within three (3) business days shall constitute a waiver of proceedings under this policy.
- 2.18.3 In the best interest of the City, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any and all bids, or to waive any informality or technicality in bids received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.32 FISCAL YEAR FUNDING APPROPRIATION:** Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any,

are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of adequate funds by City Council.

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

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

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

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

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

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

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

## **2.38 PUBLIC RECORDS**

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

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

- 2.38.1 Awarded bidder shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, awarded bidder shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 2.38.2 Awarded bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the awarded bidder does not transfer the records to the City.
- 2.38.3 Upon completion of the contract, awarded bidder shall transfer, at no cost, to the City all public records in possession of the awarded bidder or keep and maintain public records required by the City to perform the service. If awarded bidder

transfers all public records to the City upon completion of the contract, awarded bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If awarded bidder keeps and maintains public records upon completion of the contract, awarded bidder shall meet all applicable requirements for retaining public records.

- 2.38.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 2.38.5 Failure of awarded bidder to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 2.38.6 If awarded bidder fails to provide the public records to the City within a reasonable time awarded bidder may be subject to penalties under Section 119.10, Florida Statutes. If it is found that awarded bidder has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

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

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

2.40 MINORITY-OWNED / WOMAN-OWNED / SERVICE-DISABLED VETERAN-OWNED / VETERAN-OWNED BUSINESS ENTERPRISE: Certification as a MBE/WOB/SDVOB/VOB will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If

the proposer meets the definition of one of the categories listed here, and submits proper document supporting that category, the proposal will be awarded 5 points by each evaluation committee member.

### SECTION III: SPECIAL CONDITIONS

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

N/A 3.1 PRE-BID CONFERENCE:

XX 3.2 **PERFORMANCE TIME: The Contractor shall note on the bid price sheet when the product will be delivered.**

N/A 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 they are familiar with all such conditions. The 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 the bid.

N/A 3.4 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 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 3.5 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 3.6 INSPECTION: The City reserves the right to conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

N/A 3.7 EXECUTION OF CONTRACT: The successful bidder shall, within fifteen (15) calendar days after Notice to Proceed is issued by the Purchasing Manager, enter into a contract with the City for the performance of work awarded and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

N/A 3.8 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.

N/A 3.9 BOND REQUIREMENTS

- \_\_\_\_\_ 1. Performance Bond equal to one hundred percent (100%) of the Contract price will be required.
- \_\_\_\_\_ 2. Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required.
- \_\_\_\_\_ 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.
- \_\_\_\_\_ 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.

N/A 3.10 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 signed contract.

3.10.1 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 Liability Coverage	\$1,000,000
Medical Payments	\$ 10,000

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.
- Contractual Liability
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

3.10.2 Commercial Automobile Liability

Combined single limit for bodily injury and/or property damage: \$500,000

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.
- Contractual Liability

- 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" (Any Auto) or equivalent, shall be used to designate insured autos.

### **3.10.3 Pollution Liability Insurance**

\$1,000,000 for each claim / \$1,000,000 aggregate.

- Coverage must include all spraying operations of contractor.

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.

### **3.10.4 Workers Compensation Insurance**

- Coverage A In conformity with Florida Statutes Chapter 440
- Coverage B \$500,000/\$500,000/\$500,000

This coverage shall include the following provisions:

- The policy shall not be cancelled unless the City is given at least 30 days notice.
- The policy shall include a waiver of subrogation in favor of the City.

N/A 3.11 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 3.12 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.

### **XX 3.13 ADDITIONAL FEDERAL TERMS & CONDITIONS (SEE EXHIBIT B)**

- 13.3.1 The City will be a recipient of federal grants or funding assistance for this project, and is required to incorporate specific provisions in all contracts and Purchase orders associated with this project.
- 13.3.2 These provisions shall be incorporated into this ITB and will be included in any resulting purchase order with the winning Bidder.

13.3.3 PROTECTION OF RESIDENT WORKERS – The City supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The Bidder shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to request documentation showing compliance with the requirements.

13.3.3.1 Bidders doing construction business with the City are required to use the Federal Government Department of Homeland Security’s website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

13.3.4 UNAUTHORIZED ALIENS/PATRIOT’S ACT – The knowing employment by Bidder or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract.

13.3.4.1 In the event that the Bidder is notified or becomes aware of such default, the Bidder shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed.

13.3.4.2 Bidder’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract.

13.3.4.3 Bidder shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

## SECTION IV: TECHNICAL SPECIFICATIONS

### 4.1 GENERAL

4.1.1 The purpose of this Invitation to Bid (ITB) is to purchase reliable, economically-priced light poles and fixtures for the City of Fort Walton Beach. This lighting will be installed at the Ferry Park tennis court by City staff. The City is seeking qualified suppliers to deliver the specified products or City-approved equals within timeframe specified by bidders after receipt of a City Purchase Order.

4.1.2 This purchase is being funded through FEMA. Federal Terms and Conditions apply.

### 4.2 PRODUCT SPECIFICATION

City is requesting pricing on stated name brand and model/type only. See Exhibit A.

4.2.1 **Any exception to these product specifications submitted with a bid shall be noted on Exhibit A – Pricing Sheet.**

- Pole Height – 30 feet
- Color – DBZ – Dark Bronze
- Tenon Mount
- Fixture mount – Slipfitter Mount

4.2.2 All product shall be new, unused, in new condition and in manufacturer's original packaging.

4.3 DELIVERY – Product is to be delivered to City Facilities (Fort Walton Beach, FL – 32548) during normal business hours. Forty-eight (48) hours notice (not including weekends or federal holidays) shall be given to Facilities Maintenance Supervisor prior to delivery.

4.3.1 Delivery charges shall be listed separately on the price sheet for the complete order. Additional shipping fees due to partial order fulfillment will not be accepted.

4.3.2 Anticipated delivery times shall be stated on the price sheet.



**SECTION V: 22-013 PRODUCT PRICING SHEET (1 PAGE): (Submit with bid)**

**5.1**

<b>INVITATION TO BID</b>					
<b>INCLUDE FORM WITH SUBMISSION</b>			22-013 - PARK LIGHTING – FIXTURES & POLES		
<b>Item No.</b>	<b>Qty</b>	<b>Unit</b>	<b>Description</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	10	EA	POLES		\$
2	20	EA	LIGHTING FIXURES		
3	10	EA	BULLHORN CONNECTORS		
4	1	JOB	DELIVERY CHARGES (if any)		
5	---	-----	DELIVERY TIME FROM DATE OF PURCHASE ORDER ISSUED:		
			<b>TOTAL:</b>	\$	\$

**NOTE 1: 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.**

**5.2 NOTE: BIDDERS MUST PROVIDE PRICES BASED ON THE INDICATED “BID UNITS”. FAILURE TO BID AS REQUESTED MAY RENDER YOUR BID NON-RESPONSIVE.**

5.3 Recheck your quotations prior to submission. Bids may not be changed after being opened.

5.4 Remember to fill in these two items, at the end of the price sheet:

2. Terms of Payment: (e.g. Net 45) \_\_\_\_\_

3. The City shall receive shipment or project completion notice within \_\_\_\_\_ days from the date Vendor receives Official Purchase Order or Notice to Proceed.

**SECTION VI: NOTICE TO BIDDERS**  
**CITY OF FORT WALTON BEACH, FLORIDA**

**BID NUMBER: ITB No. 22-013**

**Date: March 23, 2022**

The City of Fort Walton Beach will accept sealed bids at City Hall until April 7, 2022, at 2:30 PM, local time, at which time all bids received will be opened and read aloud at the City Hall Annex Building Purchasing Division Office, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida, for the following:

**ITB 22-013: Tennis Court Lighting – Fixtures & Poles**

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

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

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

Mark outside of envelope:

**ITB 22-013: TENNIS COURT LIGHTING – FIXTURES & POLES**

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

Address responses and deliver to:

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

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

[https://www.fcc.gov/sites/default/files/telecommunications\\_relay\\_service.pdf](https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf)

**EXHIBIT A – SPECIFICATIONS (LIGHTING; POLES, BULLHORN ARMS)**

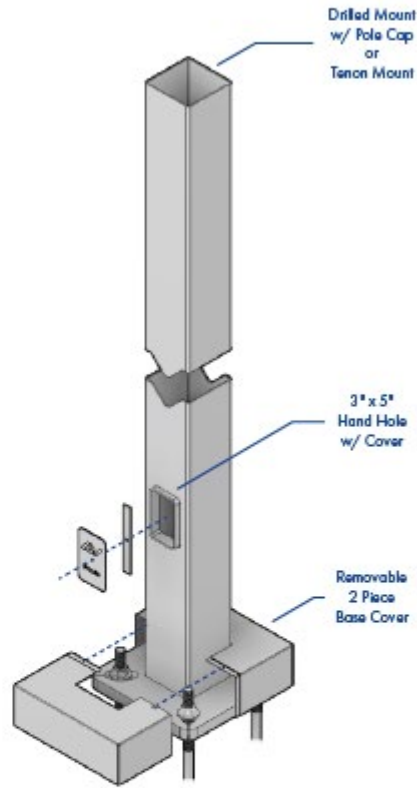
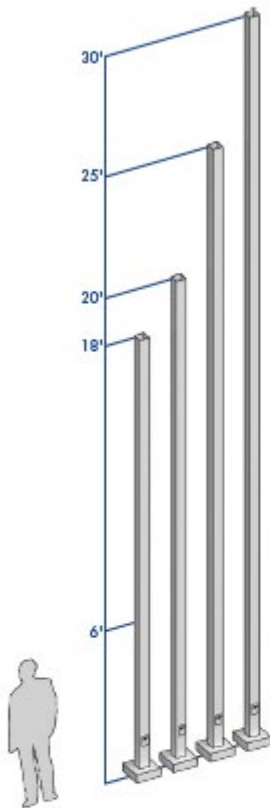
**3pgs (8.5 x 11 size paper)**



**SSS  
5-11**

Job Name: \_\_\_\_\_ Client Name: \_\_\_\_\_ AV POLES & LIGHTING  
 43827 Division St.  
 Lancaster, CA 93535  
 Job Location: \_\_\_\_\_ Quota: \_\_\_\_\_ Toll Free: (844) 770-AVPL  
 Fax: (661) 945-2764  
 Type: \_\_\_\_\_ Quota Date: \_\_\_\_\_ sales@avpltg.com  
 www.avpltg.com

**5" SQUARE STRAIGHT STEEL (0.120 Standard Wall)**



**SHAFT:** Commercial-quality, hot-rolled, carbon steel tubing with a minimum yield strength of 55,000 PSI, conforms to ASTM A500 grade A.

**GROUNDING:** Provision; 3/8-16 Threaded stud welded to inner shaft wall opposite hand hole. Flat washer and hex nut provided.

**HARDWARE:** S304 stainless steel



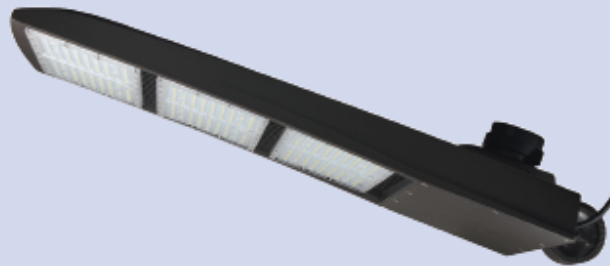
**FINISH:** TGIC thermoset polyester powder coat finish is electrostatically applied at a 3.0 mil minimum thickness. A five stage metal pretreatment process and sealer provide maximum corrosion resistance. The powder top coat is baked in excess of 400 degrees for supreme endurance.

**POLE SCHEDULE**

**E.P.A. DATA SCHEDULE**

Calculations based on sustained wind forces plus additional 1.3 mph gust

CATALOG NUMBER	POLE HEIGHT	SHAFT SIZE	WALL GAUGE	BOLT CIRCLE	ANCHOR BOLTS	MAX. FIXT. WT.	70 MPH	80 MPH	90 MPH	100 MPH
SSS-185-11	18'	5" x 5"	11	11.5"	1" x 36" x 4"	400	27.2	20.4	14.7	11.1
SSS-205-11	20'	5" x 5"	11	11.5"	1" x 36" x 4"	400	23.5	16.8	12.2	8.8
SSS-255-11	25'	5" x 5"	11	11.5"	1" x 36" x 4"	400	14.8	10.0	6.7	5.3
SSS-305-11	30'	5" x 5"	11	11.5"	1" x 36" x 4"	350	7.7	5.9	3.0	N/A



# LUMINOUS ZONE3 450W LED SHOEBOX

**PERFORMANCE**  
DATA L70\* Life  
(Hours): 100,000+

**Warranty**  
5 Years

**IP Rating**  
IP65

**CRI (ra)**  
>70

**Operating Temperature**  
-40° F - 113° F

**Certification**  
cUL, UL, FCC

**FEATURES**

- Aluminum alloy powder coated heat sink
- Available with slipfitter, direct mount, yoke mount or universal mount brackets
- Optional motion sensor for standard voltage models
- Efficiencies of up to 133 lm/W
- Standard 1-10V Dimming
- Standard surge protector and photocell
- Available with Type III and IV optics

**APPLICATIONS**

Parking Areas, Recreation Areas, Plazas, Athletic Facilities



**ORDERING INFORMATION**

EXAMPLE: ZONE3-03-450W-UNV-50KT3-BR-AM-SP

A	B	C	D	E			F	G	H	I	
Model	Series	Power	Input Voltage	Color Temp.	Light output	Efficacy	Optics	Housing Color	Mount	Options	
ZONE3	03	450W	UNV (100-277V)	40K (4000K)	54,465 lm	125 lm/W	T3 (Type III)	BK (Black) BR (Brown) WH (White) CJ (Custom)	AM (Arm Mount/ Slipfitter) DM (Direct Mount) YM (Yoke Mount)	S (Surge Protector) P (Photocell) M (Motion Sensor)** blank (No Options)	
				50K (5000K)	55,444 lm	127 lm/W					
				40K (4000K)	55,257 lm	128 lm/W	T4 (Type IV)				
				50K (5000K)	57,546 lm	131 lm/W					
				480 (200-480V)	40K (4000K)	56,013 lm	127 lm/W				T3 (Type III)
					50K (5000K)	57,369 lm	129 lm/W				
			40K (4000K)		57,776 lm	127 lm/W	T4 (Type IV)				
			50K (5000K)		58,677 lm	129 lm/W					

\*L90 & L70 values at 25° C are calculated per TM-21 based on LM-80 and in-situ luminaire testing. In accordance with ESNA TM-21-11, projected values represent interpolated value based on time durations that are within six times (6x) the ESNA LM-80-08 total test duration [in hours] for the device under testing (DUT) i.e. the packaged LED chips). In accordance with ESNA TM-21-11, calculated values represent time durations that exceed six times (6x) the ESNA LM-80-08 total test duration [in hours] for the device under testing (DUT) i.e. the packaged LED chips).  
 \*\*Motion sensor not available with 480 (200-480V) model

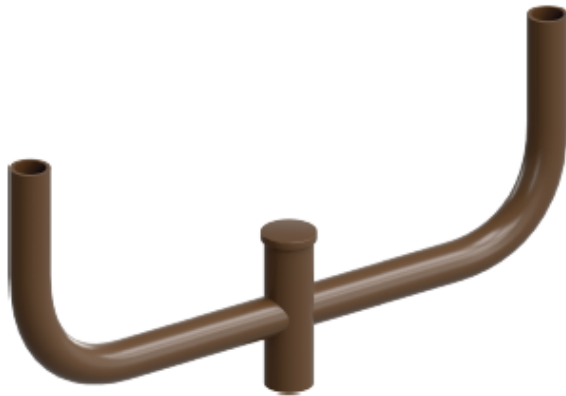
For more info, visit [www.sigmaluminous.com](http://www.sigmaluminous.com) | 23000 W. Industrial Dr., Ste. B | St. Clair Shores, MI 48080 | 866.755.3563



**AV POLES & LIGHTING**  
 43827 Division St.  
 Lancaster, CA 93535  
 Toll Free: (844) 770-AVPL  
 Fax: (661) 945-2764

sales@avpltg.com  
 www.avpltg.com

**AVPL BHS - Bullhorn Steel Arm**



**Description**

The Bullhorn Steel Arm is ideal for courtyards, pathways, municipal, and commercial decorative light pole applications. For use with most pendant fixtures. Mountable on steel or aluminum poles, existing or new.

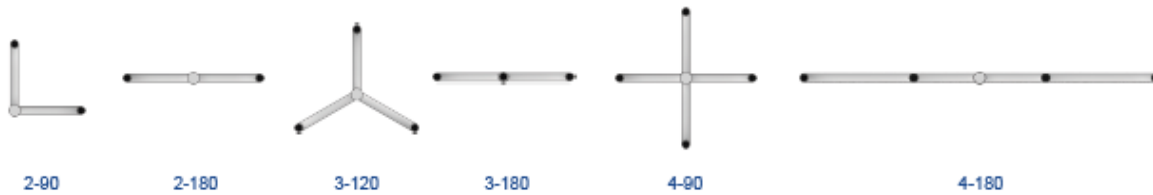
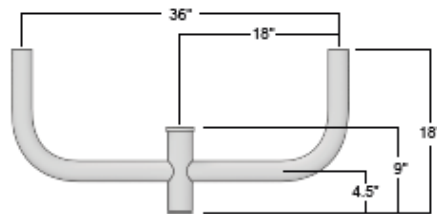
**Materials**

Bullhorn arms fabricated from 2 1/2" O.D. A500 grade B structural steel schedule 40 tube.

Center tube fabricated from 2 1/2" O.D. A500 grade B structural steel schedule 40 tube.

Stainless steel hardware.

TGIC thermoset polyester powder coat finish is electrostatically applied at a 3.0 mil nominal thickness. A five stage metal pre-treatment process and sealer provide maximum corrosion resistance. The powder top coat is baked in excess of 400 degrees for supreme endurance.



**Ordering Information**

Arm	Mounting	Finish
AVPL - BHS <input type="checkbox"/>	<input type="checkbox"/> 2-90 .....	<input type="checkbox"/> Dark Bronze  <input type="checkbox"/> Black  <input type="checkbox"/> White  <input type="checkbox"/> Grey  <input type="checkbox"/> Green
	<input type="checkbox"/> 2-180 .....	
	<input type="checkbox"/> 3-120 .....	
	<input type="checkbox"/> 3-180 .....	
	<input type="checkbox"/> 4-90 .....	
	<input type="checkbox"/> 4-180 .....	

**EXHIBIT B – FEDERAL TERMS & REQUIREMENTS (4pgs)**

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)  
Florida Department of Transportation  
Minority Business Development Center in most large cities and  
Local Government M/DBE programs in many large counties and cities

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction,

completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
  
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
  
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
  
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
15. **Access to Records and Reports:** Contractor will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. **Record Retention:** Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
18. **Termination for Default (Breach or Cause):** Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
19. **Safeguarding Personal Identifiable Information** Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.
21. **Prohibition on utilization of time and material type contracts:** The City will not award contracts based on a time and material basis if the contract contains Federal funding.

22. **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the City. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. **Energy Policy and Conservation Act (43 U.S.C.§6201)**

All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

End of Exhibit B