

**INVITATION TO BID****ISSUE DATE: Nov. 29, 2018**

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 19-001**OPENING DATE: Jan. 4, 2019****OPENING TIME: 2:30 PM CST****BID REQUESTED:**

The City of Fort Walton Beach invites bids for **ITB No. 19-001: CONSTRUCTION – REMODEL PORTABLE BUILDINGS – MULTIPLE PHASES**. This project is federally funded with assistance US Dept of Housing & Urban Development (HUD) - Community Development Block Grant Program (CDBG).

Bids will be opened and publicly read aloud at Fort Walton Beach City Hall Annex Bldg - Conference Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida at 2:30 PM CST on January 4, 2019. 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, CPPB
 Purchasing Agent

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1.0 INSTRUCTIONS FOR SUBMITTING BID RESPONSE FOR ITB 19-001:

- 1.0.1 Bidders are expected to examine this bid form and all instructions. Failure to do so will be at the bidder's risk.
- 1.0.2 All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee.
- 1.0.3 Each bidder shall furnish all the information required on the bid form and each accompanying sheet on which he/she makes an entry.
- 1.0.4 Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
- 1.0.5 Although the City generally awards bids based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover sheet, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided, clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.
- 1.0.6 AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this Invitation to Bid should contact the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at 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, 105 Miracle Strip Pkwy, Fort Walton Beach, FL 32548, 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
- _____ Bid Tabulation (2pgs): Unit Price and Total Price Columns Completed
- _____ Bid Envelope Prepared as Specified – Clearly Labeled and Properly Delivered

SPECIAL ITEMS (APPLICABLE TO THIS BID ONLY):

- N/A Performance Bond Requirements (See Special Conditions 3.14)
- XX Insurance (See Special Conditions-Section 3.15)
- XX Exceptions to Specifications on company letterhead (See General Conditions Section 2.7)

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

SECTION 1.1

COVER SHEET

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

TITLE: ITB 19-001: CONSTRUCTION – REMODEL PORTABLE BUILDINGS

ISSUE DATE: Nov. 29, 2018

BID NO: 19-001

BID BOND – N/A

TOTAL AMOUNT OF BID OR BASE BID \$ _____

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

Please specify -- All Items bid? Yes ___ No ___

Submitted by:

NAME OF BUSINESS

BY: _____
SIGNATURE

MAILING ADDRESS

NAME & TITLE (type or print)

CITY, STATE, ZIP CODE

EMAIL ADDRESS

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

1.2 BIDDER’S CERTIFICATION - ITB 19-001

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

CONTACT EMAIL ADDRESS

DATE

1.3 ADDENDUM PAGE ITB 19-001

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

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

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

DATE

1.4 REFERENCES – ITB 19-001

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 products / services that have been delivered / provided within the last five (5) years.**

REGARDING PROPOSER / BIDDER: _____

Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Facsimile:	Facsimile
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Facsimile:	Facsimile

1.5 DRUG-FREE WORKPLACE FORM ITB 19-001

The undersigned vendor, on _____, 2019, in accordance with Section 287.087, Florida Statutes, certifies that [company] _____ does:

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

Check one:

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

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

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

1.6 PUBLIC ENTITY CRIME FORM – ITB 19-001 (2 PAGES)**SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted with Proposal, Proposal or Contract # _____

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

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

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

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

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

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

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

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

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

(Signature)

(Date)

STATE OF: _____ COUNTY OF: _____

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

Notary Public

My Commission expires

1.7 ANTI-COLLUSION STATEMENT

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

Proposer's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

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, Proposer 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 contract to likewise utilize the U.S. Department of Homeland Security's 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.

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.: _____

1.9 PRICING SHEET (1 pg) - SUBMIT FORM WITH BID

VENDOR NAME:

Date:

--

BASE BID

NO.	ITEMS	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Building 1	1	JOB		
2	Building 2 (including ADA ramp & sidewalk)	1	JOB		
3	Building 3	1	JOB		
4	Building 4	1	JOB		
5	Building 5	1	JOB		
6	Building 6	1	JOB		

**BASE BID
TOTAL**

--

ALTERNATIVE BID ITEMS

NO.	ITEMS	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE

**ADD. ALT.
#1 TOTAL**

--

**TOTAL
PROJECT
BUILDOUT**

--

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 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 **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.

2.6 **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.

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 **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.

2.9 **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.

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

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

2.11.1 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 2.11.4.**

2.11.2 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.

2.11.3 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.

2.11.4 Direct all questions to:

**Giuliana Scott, CPPB, Purchasing Agent
 Purchasing Division, City of Fort Walton Beach
 105 Miracle Strip Parkway SW
 Fort Walton Beach, Florida 32548
 Telephone: (850) 833-9523 Fax: (850) 833-9643
 Email: gscott@fwb.org
 Website: <http://www.fwb.org>**

2.12 **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.

2.13 RECEIPT OF BIDS, DUE DATE:

2.13.1 **Sealed bids shall be submitted to the Purchasing Division Office no later than 2:30 PM (CST), on January 4, 2019.** 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.

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

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

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



<p>Deliver to: Purchasing Agent – City Hall Annex Building City of Fort Walton Beach 105 Miracle Strip Pkwy SW Fort Walton Beach, FL 32548</p> <p style="text-align: center;">SEALED BID DO NOT OPEN</p> <p>SEALED ITB#: 19-001 ITB TITLE: Construction- Remodel Portable Buildings DUE DATE/TIME: 01/04/2019 2:30 PM – Central Time</p>
--

2.14 **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.

2.15 **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 or electronic submission for a sealed bid cannot be accepted.

2.16 **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.

2.16.1 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.

2.16.2 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.

2.16.3 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.

2.17 **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.

2.18 **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 **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.

2.32 PUBLIC RECORDS

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

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

- 2.32.1 Contractor shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 2.32.2 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Contractor does not transfer the records to the City.
- 2.32.3 Upon completion of the contract, Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records.
- 2.32.4 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.
- 2.32.5 Failure of Contractor to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.

2.32.6 If Contractor fails to provide the public records to the City within a reasonable time Contractor may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Contractor has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

2.33 **PAYMENT:**

2.33.1 The City shall pay the Contractor the contract price as provided in the Contract.

2.33.2 The City shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Purchasing Division on estimates of work accomplished which meets the standards of quality established under the Contract, as approved by the City.

2.33.3 The City may authorize payment for materials delivered on site and preparatory work accomplished, after the contractor has furnished evidence of full payment to the appropriate parties.

2.33.4 All material and work covered by progress payments made shall, at the time of payment, become the sole property of the City, but this shall not be construed as:

2.33.4.1 Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or

2.33.4.2 Waiving the right of the City to require the fulfillment of all the terms and conditions of the contract.

2.34 **TERMINATION FOR DEFAULT**

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

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

2.34.3 Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, nor completed. On all such purchases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Contract prices.

2.34.4 Such purchases shall be deducted from Contract quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City.

2.34.5 The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the City that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

2.35 TERMINATION FOR CONVENIENCE

2.35.1 The City may terminate this Contract at its convenience with an advance written notice to the Contractor.

2.35.2 In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

2.36 CLAIMS

2.36.1 If the Contractor plans to make a claim for an increase in the Contract price or an extension in the Contract Schedule/Term, he shall first give the City written notice thereof, such notice shall be given within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the City, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed.

2.36.2 No claim for extra work will be considered valid by the City unless first submitted in writing.

2.37 CHANGE ORDERS

2.37.1 Changes in the Work may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in the Contract Documents.

2.37.2 A Change Order is a written instrument prepared by the Architect and signed by the City, Contractor and Architect, stating their agreement upon all of the following:

2.37.2.1 Change in the Work;

2.37.2.2 The amount of the adjustment, if any, in the Contract Sum; and

2.37.2.3 The extent of the adjustment, if any, in the Contract Time.

2.38 CONTRACTOR’S REQUEST FOR ADDITIONAL TIME

- 2.38.1 If the Contractor wishes to make Claim to increase the Contract Performance Time, a written notice shall be given within 30 days from the probable cause of delay on progress of the Work.
- 2.38.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. This Request for Time shall be made within 30 days of the adverse weather.
- 2.38.3 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the City or Architect, or of an employee of either, or of a separate Contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control, or by delay authorized by the City pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

2.39 LIQUIDATED DAMAGES

- 2.39.1 If the Contractor fails to substantially complete the Work within the time specified in the Contract, including any time extensions, the Contractor shall pay the City as liquidated damages, the amount of \$100.00 for each day of delay.
- 2.39.2 The above amounts per calendar day are arbitrarily fixed and agreed upon by and between the Contractor and City, because of impracticability and difficulty in ascertaining actual damages City would sustain, and said amounts are agreed to as adequate coverage of damages which City would sustain by reason of inconvenience, loss of use of monies, or other additional costs.

2.40 ADDITIONAL CONTRACT TERMS:

- 2.40.1 **Independent Contractor:** An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Proposer is an independent contractor under this Agreement and not the City’s employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Proposer shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Proposer’s activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Proposer, which policies of Proposer shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Proposer’s funds

provided for herein. The Proposer agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Proposer and the City and the City will not be liable for any obligation incurred by Proposer, including but not limited to unpaid minimum wages and/or overtime premiums. SEE Also Section 2.51.

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

2.40.2 **Notice to Proceed:** The City shall issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

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SECTION 3 - SPECIAL CONDITIONS - *If marked, the following Special Conditions apply to this Invitation to Bid:*

XX **3.1. PRE-BID MEETING – Pre-Bid Meeting (NON-MANDATORY) – To be held on December 11, 2018 at 9:00AM, at 105 Miracle Strip Pkwy SW, Fort Walton Beach, FL (City Hall Annex Building – Training Room).**

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 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 3.5 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.

XX 3.7 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 3.8 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 3.9 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 3.10 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 3.11 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:

- 3.11.1 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);
- 3.11.2 The amount due, applicable discount(s), and the terms thereof;
- 3.11.3 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;
- 3.11.4 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;
- 3.11.5 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.
- 3.11.6 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 3.12 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.

N/A 3.13 BOND REQUIREMENTS

N/A 3.13.1 Performance Bond equal to one hundred percent (100%) of the Contract price will be required.

N/A 3.13.2 Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required.

N/A 3.13.3 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.

N/A 3.13.4 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 3.14 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 3.14.1 Workers Compensation

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

XX 3.14.2 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 3.14.3 Business Automobile Liability
Combined Single Limit - \$1,000,000

XX This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured
- The policy shall not be cancelled unless the City is given at least 30 days notice.
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.
- Symbol "1,2" (Any Auto) or equivalent, shall be used to designate insured autos.

XX 3.15 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 3.16 DAVIS-BACON ACT (<https://www.dol.gov/whd/govcontracts/dbra.htm>) This project is funded with federal monies thru HUD. As such, the Davis-Bacon Act (DBA) 40 USC 276a-276a-5 provisions apply.

- 3.16.1 The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. **Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.** The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.
- 3.16.2 **It is the responsibility of the contractor awarded this project to understand and comply with the requirements of these federal regulations. See Section 3.17 3.18 for more information.**
- 3.16.3 The work & resulting contract, which involve the employment of laborers and/or mechanics shall contain provisions with respect to minimum

wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with the wage provisions, and termination of the contract, or debarment for failure to adhere to the required provisions herein.

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

3.16.4.1 The federal government constructs buildings, builds dams, and funds housing projects. State highway departments pave roads with federal funds from the Federal Highway Administration. Local and state governments build water treatment plants, modernize schools, and renovate airports with the support of federal funds.

3.16.4.2 The DBA ensures that construction workers on federal or federally assisted construction projects will not see their wages and benefits undercut by government spending practices. The DBA exists to prevent the infusion of federal dollars into local communities from depressing local wages. **DBA provides a wage floor that protects construction workers' pay, and sets a level playing field for contractors who are bidding on federally funded projects.** As important, these standards enable local contractors and their employees to compete for local projects by protecting against under-bidding by contractors from other areas who might import workers or offer the same jobs for less pay.

XX 3.17 FEDERAL WAGE DETERMINATIONS - <https://www.wdol.gov/dba.aspx>

US Department of Labor (DOL) issues DBA Wage Decisions (WDs) reflecting prevailing wages and benefits paid by the construction industry within specific localities. The DBA WDs are further classified by the nature of the construction projects performed, specifically listed as "schedules": residential, building, highway, and heavy construction. A brief outline of the definitions for each schedule is listed below. Further details and examples may be found in DOL's "All Agency Memorandum No. 130 and 131" issued in 1978 (reference the WDOL online Library Page).

3.17.1 Building Construction: Includes construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies; all construction of such structures; the installation of utilities and of equipment, both above and below grade levels; as well as incidental grading, utilities and paving. Such structures need not be "habitable" to be building construction. Also, the installation of heavy machinery and/or equipment does not generally change the project's character as a building.

XX 3.18 DAVIS-BACON (CONTRACTOR'S GUIDE #LR01.DG) – Go to HUD.gov or click on: <https://www.hud.gov/sites/documents/4812-LRGUIDE.PDF> for document.

XX 3.19 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 3.20 FEDERAL REGULATIONS & TERMS:

FEDERAL GRANT FUNDING CONDITIONS

PLEASE NOTE THAT THIS SOLICITATION IS EITHER PARTIALLY OR FULLY GRANT-FUNDED. PROPOSERS AGREE TO COMPLY FULLY WITH THE CLAUSES AS ENUMERATED BELOW, AND SHALL CONTINUE TO COMPLY WITH ANY REGULATORY OR LEGISLATIVE CHANGES, UPDATES OR MODIFICATIONS THAT OCCUR IN THE FUTURE RELATING TO THESE CLAUSES.

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

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as:
 - Small Business Administration
 - Minority Development Agency of the US Dept. of Commerce
 - Florida Department of Management Services (Office of Supplier Diversity)
 - Florida Department of Transportation
 - Minority Business Development Center in most large cities and
 - Local Government M/DBE programs in many large counties and cities

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

3.20.6 **Equal Employment Opportunity:**

- 3.20.6.1 As per Executive Order 11246, the contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
- 3.20.6.2 During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

- 3.20.6.3 **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City of Fort Walton Beach will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
- 3.20.7 **Copeland Anti-Kick Back Act:** Contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. 874 as supplemented by Department of Labor Regulations (29 CFR Part 3) which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
- 3.20.8 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 3.20.9 **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 3.20.10 **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ‘Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance.

- 3.20.10.1 Any resulting contract of this RFP will be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Proposer is required to verify that none of the Proposer(s), its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 3.20.10.2 The Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3.20.10.3 This certification is a material representation of fact relied upon by the City of Fort Walton Beach. If it is later determined that the Proposer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Fort Walton Beach, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 3.20.10.4 The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 3.20.11 **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.
- 3.20.12 **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 3.20.13 **Procurement of Recovered Materials**: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items

designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

- 3.20.19 **Prohibition on utilization of Cost Plus a Percentage of Cost Contracts:** The City of Fort Walton Beach will not award contracts containing Federal funding on a cost plus percentage of cost basis.
- 3.20.20 **Prohibition on utilization of Time and Material type contracts:** The City of Fort Walton Beach will not award contracts based on a time and material basis if the contract contains Federal funding.
- 3.20.21 **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the City of Fort Walton Beach. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County, Florida.
- 3.20.22 **Attorney Fees and Costs:** In any action, except mediation, brought regarding this agreement, the prevailing party, shall be awarded its reasonable attorneys' fees and costs, including any applicable fees and costs on appeal.

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SECTION 4 – SCOPE OF WORK

4.1 INTENT – The City is soliciting a licensed contractor to perform work that consists of the renovation of up to six (6) existing portable buildings to become twelve (12) duplex housing units. This project will include such work as interior demolition, interior framing, sheetrock, electrical, plumbing, flooring, a sidewalk and one ADA accessible entry ramp.

4.2 GENERAL INFORMATION AND SPECIAL CONDITIONS–

4.2.1 This project is located within the City of Fort Walton Beach, FL. It will include remodeling six (6) existing portable buildings to become twelve (12) duplex housing units, hereafter referred to as One Hopeful Place Phase 4. Work to be performed is as follows:

4.2.1.1 To provide any demolition necessary to construct a duplex space as shown on page six of the building plans provided.

4.2.1.2 To construct a duplex consistent with plans provided, one bedroom, one bathroom, one closet and kitchenette construction, sheetrock, insulation, window installation, paint, and flooring. Contractor to field verify all measurements.

4.2.1.3 To provide all electrical including upgrade to service as needed in accordance with layout of plans. Contractor to verify size and design of electrical system, and fixtures shall be Contractor grade with an allowance provided. Contractor required to provide service for each building.

4.2.1.4 To provide all plumbing in accordance with layout of plans. Contractor to verify size and design of plumbing system.

4.2.1.5 To provide connection from each building to water and sewer. City will provide water and sewer connections to connect to within a 60' radius from Building 2.

4.2.1.6 To provide all HVAC/mechanical in accordance with layout on plans provided. Contractor to verify size and design of HVAC/mechanical system.

4.2.1.7 To install a bathroom with an ADA accessible roll-in shower, toilet, sink with mirror, 2 grab bars and toilet tissue dispensary.

4.2.1.8 To install all doors and windows including hardware and trim. Materials to be Contractor grade.

4.2.1.9 To install kitchen cabinets, sink, and under counter refrigerator in accordance to plans.

4.2.1.10 To construct staircase with landing and handrails from each exterior door per plans.

4.2.1.11 To inspect exterior siding condition and repair and clean as necessary.

4.2.1.12 To provide vinyl skirting around perimeter of building.

- 4.2.2 In addition to the items included above, Building 2 will also include an ADA compliant ramp and sidewalk to ADA ramp as illustrated on the building plans provided.
- 4.2.3 The Contractor shall review all drawings, dimensions and site conditions and report any discrepancies in writing to the City.
- 4.2.4 **Federal Labor Standards, including the payment of prevailing wages under Davis Bacon, will apply to this project.**
- 4.3 PROJECT BUDGET – \$30,000 per unit
- 4.3.1 Depending on total project costs and available funding, the project will be phased per building and be awarded as such.
- 4.4 PROJECT SCHEDULE – **Work shall be completed no later than ONE HUNDRED AND TWENTY (120) calendar days after the Purchase Order is issued, which shall be coordinated with the City.**
- 4.5 SITE VISITS – Visits to the property may be scheduled in advance, by calling Ayumi Byrd, City Planner I, at 850-833-9598.
- 4.6 ITB SCHEDULE
- Nov. 29, 2018 – Bid Posted
 - Dec. 11, 2018 – Pre-Bid meeting
 - January 4, 2019 – Bid Opening
 - January, 2019 – Tentative date to City Council
 - January, 2019 – Contract Prepared & Signed
 - February, 2019 – Notice to Proceed & Purchase order issued
- 4.7 It is the responsibility of the Contractor to furnish all services, labor, materials, equipment, tools, insurance, permits, and fees (if any) necessary to render the services, according to the scope of services set forth by the City.
- 4.8 PERMITS – Commercial Remodel permit will be required. It is the Contractor’s responsibility to verify permits needed to complete the work.

SECTION 5 - TECHNICAL SPECIFICATIONS

- 5.1 DRAWINGS – ONE HOPEFUL PLACE – PHASE IV (9 pgs) See Exhibits A1-5/6 posted at www.fwb.org/Purchasing (ITB 19-001) or at www.BidNetDirect.com.
- 5.2 Roofing work is not needed at this time.
- 5.3 Fencing installation is not included at this time
- 5.4 Exterior under-skirting around the building is needed.

Exhibits A1 – A5/6 Drawings

See documents posted as Exhibit A 1 thru 5/6
on www.fwb.org/Purchasing or at www.BidNetDirect.com.

Exhibit B
Federal Wage Determination
As of October 5, 2018

See document posted as Exhibit B
on www.fwb.org/Purchasing or at www.BidNetDirect.com.

CITY OF FORT WALTON BEACH, FLORIDA

NOTICE TO BIDDERS

BID NUMBER: ITB No. 19-001**Date: Nov. 29, 2018**

The City of Fort Walton Beach will accept sealed bids at City Hall until January 4, 2019, at 2:30 PM, local time, at which time all bids received will be opened and read aloud at the City Hall Annex Bldg - Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida, for the following:

ITB 19-001: CONSTRUCTION – REMODEL PORTABLE BUILDINGS

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

PRE-BID MEETING – A Pre-Bid Meeting and Site visit - (NON-MANDATORY) – will be held on December 11, 2018 at 9:00AM, at 105 Miracle Strip Pkwy SW, Fort Walton Beach, FL (City Hall Annex Building – Training Room).

Additional technical information relative to this bid may be obtained from Giuliana Scott, CPPB, Purchasing Agent, at (850) 833-9523 or 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 19-001: CONSTRUCTION – REMODEL PORTABLE BUILDINGS

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 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.