



# **Invitation to Bid (ITB)**

**24-06-18-OM**

## **Fencing Services for City of Crestview Facilities & Special Projects**

**CITY OF CRESTVIEW**

## INVITATION TO BID

### **ITB #24-06-18-OM Fencing Services for City of Crestview Facilities & Special Projects**

**Notice is hereby given that the City of Crestview is soliciting bids for Fencing Services for City of Crestview Facilities & Special Projects.**

Bids will be accepted in the City Clerk's Office, Crestview City Hall, 198 North Wilson Street, Crestview, Florida 32536 until **10:00 A.M. on June 18, 2024**, which may be amended by addendum issued by the City. All untimely bids will not be considered and will be returned to the Bidder unopened. All bids will be evaluated to ensure they contain all required forms to deem the Bidder responsive or non-responsive. **Bids will be opened and read aloud at 10:00 A.M. in the Council Chambers located in City Hall, 198 North Wilson Street, Crestview, Florida, 32536.**

There will be a **Non-Mandatory Bidders Conference Meeting** for the project at **10:00 A.M. (Central time) on June 4, 2024**, at City Hall, Council Chambers, 198 North Wilson Street, Crestview, Florida 32536. All attendees of the Bidders Conference Meeting shall sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. **Bidders are encouraged to attend the Non-Mandatory Bidders Conference Meeting and are urged to obtain bid documents, familiarize themselves with them, and submit questions before the meeting.**

***DESCRIPTION:*** *The City of Crestview is soliciting sealed bids to provide annual fencing services for City of Crestview Facilities & Special Projects.*

All bids are solicited and will be evaluated on the criteria outlined in the ITB.

Copies of the bid documents, requirements, scope of service, and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Crestview website at [www.cityofcrestview.org](http://www.cityofcrestview.org). All questions shall be directed **in writing** to the purchasing specialist, Heather Sutton, [HeatherSutton@cityofcrestview.org](mailto:HeatherSutton@cityofcrestview.org), reference **"Questions on ITB #24-06-18-OM - Fencing Services for City of Crestview Facilities & Special Projects"** in the subject line. The last day for questions will be **June 11, 2024, at 5:00 P.M. CST.**

Direct all questions to:

**City of Crestview - City Hall  
Attn: Heather Sutton  
PO Box 1209  
198 N Wilson Street  
Crestview, Florida 32536**

**Ph. (850) 682-1560 ext. 249**  
**Fax: (850) 682-8077**  
**Email: [heathersutton@cityofcrestview.org](mailto:heathersutton@cityofcrestview.org)**

+ + END OF ADVERTISEMENT FOR ITB+ +

## Contents

I.	INTRODUCTION .....	5
II.	SCHEDULE OF EVENTS AND COMMUNICATIONS.....	6
III.	SCOPE OF WORK .....	9
IV.	INSTRUCTIONS FOR COMPLETION OF BIDS .....	14
V.	BID EVALUATION .....	18
VI.	POST AWARD INFORMATION .....	19
VII.	GENERAL TERMS AND CONDITIONS.....	21
VIII.	ATTACHMENT A – BID PRICE SCHEDULE AND ACCEPTANCE OF BID TERMS AND CONDITIONS.....	34
IX.	ATTACHMENT #1 – PUBLIC ENTITY CRIMES .....	36
X.	ATTACHMENT #2 – DRUG FREE WORKPLACE.....	39
XI.	ATTACHMENT #3- CONFLICT OF INTEREST STATEMENT .....	40
XII.	ATTACHMENT #4 – LIABILITY & INDEMNIFICATION.....	42
XIII.	ATTACHMENT #5 ADDENDUM RECEIPT ACKNOWLEDGEMENT.....	43
XIV.	ATTACHMENT #6 – PUBLIC ACCESS FORM.....	44
XV.	ATTACHMENT #7 CERTIFICATION RE: SCRUTINIZED COMPANIES .....	46
XVI.	ATTACHMENT #8 REFERENCES .....	48
XVII.	ATTACHMENT #9 STATEMENT OF “NO SUBMITTAL” .....	49
XVIII.	ATTACHMENT #10 - CERTIFICATE OF NON-SEGREGATED FACILITIES ..	50

Sealed bids for Fencing Services for City of Crestview Facilities & Special Projects as described herein will be received by the Purchasing Department, until 10:00 am, Central (local) time on 06/18/2024. No bids will be accepted after the above stipulated date and time. This is an advertised solicitation, and the Bids received will be publicly read in the City Hall Council Chambers, 198 N. Wilson St., Crestview, Florida at 10:00 am on 06/18/2024.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

Sealed bids received by the City pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the Florida State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, Bids, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws regarding public contracting.

## **I. INTRODUCTION**

### **A. BACKGROUND AND PURPOSE**

The City of Crestview (hereinafter referred to as "City") was organized in 1916 and is governed by an elected board of five council members. Members of the council are elected to serve four-year terms. The city serves a population of over 20,000 residents in northwest Florida panhandle within an area of 16 square miles in Okaloosa County. In keeping with its mission, the City provides police and fire services, emergency communications, animal control, water and sewer services, parks maintenance, street and stormwater maintenance, youth sports, planning and zoning, building inspections and permitting, and a full range of administrative services. The City of Crestview has 267 employees, 261 full-time and 6 part-time.

**INTENT** – The City is seeking qualified, reliable contractor(s) to provide materials, installation, and removal services for fencing needs of the City on an as-needed basis.

**BACKGROUND** – The City would like to establish a Contractor(s) who can respond to fencing needs for all city facilities, lift stations, water wells, retention ponds, and miscellaneous locations as deemed by the City of Crestview, both on a routine basis and for emergency events. Additionally, the City may require specialty fencing services that fall outside the typical scope of work on an as-needed basis.

**B. SYNONYMOUS TERMS**

As used throughout this Bid and its attachments, the following terms are synonymous:

- a. Contractor, Firm, Bidder, are synonymous.
- b. Agreement, Contract, Purchase Order are synonymous.
- c. Project, Services, Scope, and Work are synonymous.

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**C. DEFINITIONS (Add any additional definitions as needed)**

- a. "The City," "City", and "City of Crestview" refer to the City of Crestview, Florida.
- b. "Contractor", "Firm", "Bidder", is any individual, entity, or combination thereof that submits a bid in response to this ITB.

**II. SCHEDULE OF EVENTS AND COMMUNICATIONS**

**A. SCHEDULE OF EVENTS**

The following Schedule of Events represents the City's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Central (Local) time.

Bids shall be submitted no later than the Bid Deadline time and date detailed in the ITB Schedule of Events. Bidders shall respond in a timely manner to the written ITB and any exhibits, attachments, or addenda. **A Bidder's failure to submit a Bid as required before the deadline will cause the Bid to be disqualified. Late Bids will not be accepted, nor will additional time be granted to any potential Bidder.**

The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The City is not responsible for the failure of the Bidder to check for any ITB document updates, changes, or answers to questions.

EVENT	DATE	TIME
City Issues ITB	05/20/2024	2:00 pm
*Bidders Conference ( <b>Non-Mandatory</b> )	06/04/2024	10:00 am
Deadline for Written Comments and Questions.	06/11/2024	5:00 pm
City Issues Responses to Written Comments and Questions	06/14/2024	5:00 pm
Deadline - Bids Due	06/18/2024	10:00 am
City Completes Evaluations and issues Intent to Award Letter(s)	TBD	TBD
Anticipated Date to City Council for contract approval	06/24/24	6:00 pm
Notice to Proceed	TBD	TBD

\*BIDDERS CONFERENCE:

**Special attention to the date and time of the pre-bid conference to be held for this project is indicated on the Solicitation Schedule. When the Pre-bid is MANDATORY, a representative of your firm must attend the meeting for your bid submittal to be considered responsive.** Questions regarding this solicitation must be received in writing prior to the date and time as indicated in the solicitation schedule.

Date: 06/04/2024

Time: 10:00am

Location: City Hall Council Chambers 198 Wilson St N. Crestview, Florida 32536

IMPORTANT NOTE: It is imperative that all Bidders have a clear understanding of the scope of services requirements. As such, the City reserves the right to require a mandatory pre-bid conference. Therefore, in the event a mandatory pre-bid conference is required and/or subsequently scheduled, attendance will be a pre-requisite for a bid submittal; and bid submittals will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by the Bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

## **B. SINGLE POINT OF CONTACT**

Heather Sutton, Buyer

[heathersutton@cityofcrestview.org](mailto:heathersutton@cityofcrestview.org)

Issuing Office - City of Crestview - City Hall

PO Box 1209

198 N Wilson Street

Crestview, Florida 32536

Ph. 850.682.1560 ext. 249

Fax. 850.682.8077

**All information regarding this solicitation can be obtained by visiting <https://www.cityofcrestview.org/448/Bids-And-Requests> or in person by visiting Crestview City Hall.**

**All firms are hereby placed on formal notice that neither the City Council nor any employees from the City of Crestview Government are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit a response, or have submitted a response, for this project are not to contact City personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the City. Any such lobbying activities may cause immediate disqualification for this project.**

### **C. COMMUNICATIONS REGARDING THE ITB**

Upon release of this ITB, all Bidder communications concerning this procurement must be directed to the Point of Contact named above. Unauthorized contact regarding the ITB with other City employees of the procuring City agency may result in disqualification.

Questions concerning this Bid, including specifications, requirements, terms and/or conditions of a solicitation, etc. must be submitted in writing no later than the date and time in the Schedule of Events. Bidders are responsible for checking <https://www.cityofcrestview.org/448/Bids-And-Requests> or in-person for any ITB document updates, changes, or answers to questions posted.

Any additional information not included in this solicitation which the City finds necessary and material to respond to the ITB will be posted as an addendum on <https://www.cityofcrestview.org/448/Bids-And-Requests> or in-person.

Any oral communications shall be considered unofficial and nonbinding on the City. Any irregularities or lack of clarity in the ITB should be brought to the attention of the City for correction or clarification during the initial question and answer period.



### III. SCOPE OF WORK

#### **Detailed Scope of Work**

**A. GENERAL SPECIFICATIONS** - It will be 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.

- **Pricing:**

- Pricing shall include materials, delivery, and installation.
- The pricing sheet will include options for 4-foot, 6-foot, and some 8-foot fencing to accommodate various project requirements.
- Product shall be FOB point delivered without additional freight charges.
- Upon completion of each individual project, the Contractor will submit to the City a detailed invoice to include all itemized materials, work performed, and labor hours used to complete the project.

- **Written Quotes:**

- When a written quote is requested, the Contractor shall submit to the representative of the department requesting a detailed written estimate of the proposed services prior to any work being performed by the Contractor.
- Written quotes shall be submitted within seven (7) days of the initial request by the City. The Contractor shall submit an itemized not-to-exceed price, giving a full description of the project for each project covered by this contract.
- Written quotes shall list the location name and address. The project estimate shall list each item per bid specification, i.e., bid items and quantity, all hardware items used, and labor. Each quote shall be submitted with a clear sketch or drawing indicating the work being quoted showing distance, and direction and swing of any gates (if applicable).

- **Materials:**

- All supplies, materials, and equipment used in the performance of this Contract shall be of the type and quality used in commercial fence installation and replacement services and shall be always maintained in good operating condition.

- Materials anticipated for projects are listed in detail on the Pricing Sheet (Section VIII, Page 34 of this bid document).
- Post spacing shall be spaced a maximum of 10'0" on center (o.c.). Terminal spans may be less, to a minimum of 7'0" in order to adjust line spans or even footage.
- Post Settings – All fence posts shall be set in concrete with no filler added. Concrete holding each post shall be crowned away from post to shed water. Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 2500 psi.
- Miscellaneous Fittings - Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A 153.
- Electrical Grounds - Electrical grounds shall be constructed at 300-foot intervals and where any power line passes over the fence. The ground shall be installed directly below the point of crossing. The ground shall be accomplished with a copper clad rod 8 feet long and a minimum of 5/8 inch in diameter driven vertically until the top is 6 inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of the ground rods shall not constitute a pay item and shall be considered incidental to fence construction.
- The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.
- **Fence Removal:**
  - When removing fence posts, the Contractor shall completely fill and compact post holes with dirt so they are level with the adjacent area. The Contractor shall not fill the post holes with the concrete removed from the old fence posts.
  - Contractor will be responsible for removing and disposing any existing fencing. Upon removal of existing fencing, the City reserves the option to retain fencing removed by Contractor (per department requesting services).

- **Warranty:**
  - All work shall conform to all existing governing authorities' codes and regulations. The work must be accomplished with professional methods and standards of the trade.
  - Contractor to indicate any extended warranties on materials and labor. Minimum 1-year warranty required on both materials & labor. The Contractor assumes full responsibility for completion of the services stipulated for fence installation and repair services.
- **Labor & Installation:**
  - Working Hours: The normal working hours for this contract shall be from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays unless otherwise written authorization from the City Representative is given.
  - The City reserves the right to question any job when the hours performed by the Contractor seem excessive for the work completed.
  - The Contractor shall visit job sites and be responsible for all field measurements and aware of job conditions.
  - Installation shall be in compliance with all requirements and instructions of applicable manufacturer.
  - Installation shall be done in a neat workman-like manner. The fence shall follow the natural contour of the ground (no gaps under fence) in a straight line from one point (corner) to another unless otherwise noted on the drawing. Fence posts shall be plumb, and the top rails shall be attached in a manner that forms a smooth horizontal alignment.
- **Safety:**
  - The Contractor shall be responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in and around the work area.
  - Execution of Work - The Contractor shall be responsible for performing the work necessary to meet the City standards in a safe, neat, and high-quality workmanlike manner using only accepted methods in carrying out the work and complying with all federal, state and local laws.
  - Loss control and safety: The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to

that end, the Contractor shall not be deemed to be an agent of the City.

- Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property.
- The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.
- It is agreed that Contractor takes full responsibility for all security measures or controls needed for the safe use of the subject premises and that the City does not represent that the security measures taken by the Contractor are adequate for the purposes intended.
- **Cleanup:**
  - All furnishings and equipment shall be placed back in the original location. All work areas must be returned to their original condition.
  - Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition.
  - **Note** – Any and all debris shall be removed from the premises – construction debris, trash, etc., shall not be left or buried on site.
- **Scheduled Projects:**
  - The Contractor shall respond by telephone or email to the designated City representative within three (3) business days from the time of initial notification of a new job.
  - Upon contact with the appropriate departmental representative, a walk-through of the proposed job site will occur within seven (7) business days or as scheduled with the City departmental representative.
  - Project work shall begin as scheduled with the City departmental representative and shall proceed with satisfactory progress, as determined by the City Representative, until completion.
  - Should the Contractor be unable to comply with the above milestone dates for individual project work, the City may contact and schedule work with another contractor.

- **Specialty Fencing:**
  - Specialty fencing projects falling outside the ambit of the standard Invitation to Bid (ITB) shall be subjected to prior approval by the designated department of the city. This measure ensures compliance with city standards and project-specific requirements. Furthermore, the city reserves the unequivocal right to procure services from alternate contractors for the execution of such specialty fencing endeavors, thereby ensuring the optimal fulfillment of project specifications and objectives.
  
- **Emergencies:**
  - In the event of a situation that could potentially harm individuals or City property, the City's need for emergency fencing will take precedence. The City Manager will have the discretion to determine what qualifies as an emergency situation. The Contractor is expected to respond to emergency calls within four (4) hours, adhering to the urgency of the situation.

**B. Bidder Qualifications**

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

Previous experience and references - Firms must demonstrate a minimum of five (5) years of experience in providing goods or performing work similar in size and scope as detailed herein. Provide a brief description of work, including location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the Reference Form included herein.

Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as "Active"

Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein.

Bonds –Provide applicable bond documents when required.

Note if you are not a single prime contractor, you will be required to list all subcontractors to be used for this project and their professional licenses.

Financial Capacity - The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five Days (5) of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

## **IV. INSTRUCTIONS FOR COMPLETION OF BIDS**

### **A. SUBMITTING BIDS**

1. **Bids must be submitted in person or by mail.** Bids submitted by any other means or methods will NOT be accepted. The Bid will be deemed non-responsive and not considered for award.
  - a. It is the sole responsibility of the Bidder to ensure their Bids reach the City before the Due Date and Time.
  - b. Late Bids will not be accepted, nor will additional time be granted to any potential Bidder.
2. Failure to provide all information, inaccuracy, or misstatement may be sufficient cause for rejection of the Bid or rescission of an award. Conversely, the City reserves the right to ask for specific information from a Bidder where a Bidder did not provide requested information.
3. Bidders are encouraged to use the following format for Bids:
  - a. All pages should be single-sided, single-spaced, with one (1) inch margins, using an appropriate type of font and size.
  - b. Identify the Bid number and Bidder name on every page submitted.
  - c. Include a table of contents identifying all aspects of the Bid (including exhibits and any addenda) with sufficient detail to facilitate easy reference to all requested information.
4. The Bid Price Schedule and Acceptance of Bid Terms and Conditions is included with the Bidding Documents.
  - a. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - b. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
5. A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
6. A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence

of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

7. A Bid by an individual shall show the Bidder's name and official address.
8. A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
9. All names shall be printed in ink below the signatures.
10. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.
11. As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.
12. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.
13. Postal and e-mail addresses and telephone number for communications regarding the Bid should be shown.
14. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
15. Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:
  - a. All items contained in the bid must be in total compliance with the specifications of this solicitation.

- b. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions, and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment A**, Bid Price Schedule and Acceptance of Bid Terms and Conditions.

## **C. BID CONTENT**

### **ITB REQUIRED FORMS**

Bidders shall include all applicable and properly executed forms.

Ensure review and completion of **Attachments A and #1-#10** and the following listed below:

**Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful Bidder(s) will be required to provide Certificate(s) of Insurance evidencing coverage as required in the Insurance Requirements within five (5) business days of the notification of intent to award. Note: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.

**Proof of Licenses/certification.** Please include copies of applicable licensure/certification, including but not limited to:

Provide proof of proper State of Florida business licensure and professional certification(s)/registration(s) in the State of Florida.

Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of corporations. Information concerning certification can be obtained at: <http://dos.myflorida.com/sunbiz/>. Please note: certification must be for active status only.

**Local Business Tax Receipt.** Provide a copy of your Local Business Tax Receipt. In accordance with Section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.

**Tax Identification Number (TIN).** All Bidders shall furnish a completed W-9 with Bid submittal. A tax identification number is required to do business with the City.

### **ADDITIONAL INFORMATION**

Bidders may include a section for appendices including promotional material or supporting documentation not otherwise requested herein. Please clearly

Page 16 of 51



designate this section in your response. This will be for informational purposes only and is not included in the 50-page count.

## **B. BID FORM**

The Bid Price Schedule and Acceptance of Bid Terms and Conditions (**Attachment A**) shall be completed, signed, and submitted with bid package. An authorized signatory must sign attesting to knowledge of Scope of Services, committing to the prices as offered, and acceptance of the terms and conditions.

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

## **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of a response, the Bidder certifies that in connection with this bid submittal:

1. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.
3. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

## **V. BID EVALUATION**

The owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The owner will reject the Bid of any Bidder that City of Crestview finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the City of Crestview will reject the Bid as nonresponsive; provided that City of Crestview also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

If City of Crestview awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

### **Evaluation of Bids**

In evaluating Bids, City of Crestview will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

1. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
2. In evaluating whether a Bidder is responsible, City of Crestview will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

City of Crestview may conduct such investigations as City of Crestview deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

1. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
2. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
3. The quality of performance of previous contracts or services including previous performance with the City;
  - A. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

- B. Quality Control Program.
- C. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
- D. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
- E. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
- F. Such other information as may be relevant or secured.

Prior to awarding the contract, the selected firm will be required to supply the City with copies of a current City of Crestview Business Tax Receipt, Liability Insurance and Workmen's Compensation coverage.

## **VI. POST AWARD INFORMATION**

### **A. AWARD OF CONTRACT**

Award will be made to the lowest, most responsive, and responsible Bidder whose bid submittal meets the specifications.

- A. The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Commission. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.
  - 1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.
  - 2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
  - 3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

### **B. Failure to Execute the Agreement(s).**

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event

that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to City of Crestview, it shall be accompanied by required bonds and insurance documentation.

When City of Crestview issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within ten days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to City of Crestview. Within ten days thereafter, City of Crestview shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents.

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

#### **B. TERM**

It is the intent of this solicitation to secure a source for the City of Crestview, Florida for a period of one (1) year with four (4) one (1) year renewal options, at the mutual agreement of both parties.

#### **C. FUNDING**

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available within the fiscal year budget.

- A. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

## **VII. GENERAL TERMS AND CONDITIONS**

### **A. SPECIFICATIONS/DEVIATIONS**

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement and Contract Management Division prior to the bid due date and time.

- A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.
- B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

### **B. UNIT PRICE ACCURACY**

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

### **C. MATHEMATICAL ERRORS**

Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.

Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.

Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

#### **D. UNBALANCED BIDDING PROHIBITED**

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.

Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.

Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

#### **E. FRONT LOADING OF BID PRICING PROHIBITED**

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

## **F. REASONABLE PRICES**

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

## **G. DELIVERY**

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

## **H. SPLIT AWARD (Not Applicable for Federal/LAP funded projects)**

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

## **I. BID PRICE SCHEDULE**

Each Bidder shall furnish the information required on the Bid Price Schedule and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

## **J. BID TABULATION**

The bid tabulation will be posted on <https://www.cityofcrestview.org/448/Bids-And-Requests>.

Bidders may also call the Purchasing Division for results.

## **K. PUBLIC OPENING**

- A. Bid submittals will be publicly opened by the Purchasing Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.
- B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.
- C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the

same or different names shall not be considered. If there is reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

- D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.
- E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.
- F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.
- G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

#### **L. BIDDER'S SPECIFICATIONS AND NOT BIDDING**

Each Bidder shall make accurate and clear statements in their bid response. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

#### **M. PRE-AWARD INSPECTION**

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

#### **N. EXISTING PERMITS AND IDENTIFICATION NUMBERS**

All permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

#### **O. DRUG-FREE WORKPLACE PREFERENCE**

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete Attachment Drug-Free Workplace Certification and include with your ITB response.



**P. BID PREPARATION COSTS**

The City shall not pay any costs associated with the preparation, submittal, or presentation of any Bid.

**Q. BID WITHDRAWAL**

To withdraw a Bid, the Bidder must properly withdraw its Bid before the deadline for submitting Bids. After withdrawing a previously submitted Bid, the Bidder may submit another Bid at any time up to the deadline for submitting Bids.

**R. BID AMENDMENT**

The City shall not accept any amendments, revisions, or alterations to Bids after the deadline for Bid submittal unless the City formally requests such in writing.

**S. BID ERRORS**

Bidders are liable for all errors or omissions contained in their Bids. Bidders will not be allowed to alter Bid documents after the deadline for submitting a Bid.

**T. NON-WAIVER**

The City's failure to address errors or omissions in the Bids shall not constitute a waiver of any requirement of this ITB by the City.

**U. QUALIFICATIONS/INSPECTION**

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Bidder's ability to perform. The ITB Coordinator reserves the right to reject Bids where evidence or evaluation is determined to indicate inability to perform.

**V. PROHIBITION OF BIDDER TERMS & CONDITIONS**

A Bidder may **not** submit the Bidder's own contract terms and conditions in response to this ITB. If a Bid contains such terms and conditions, the City, at its sole discretion, may determine the Bid to be a nonresponsive counteroffer, and the Bid may be rejected.

**W. ASSIGNMENT AND SUBCONTRACTING**

1. The Bidder may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. The City must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.
2. Notwithstanding the use of approved subcontractors, the Bidder, if awarded a contract under this ITB, shall be the prime contractor and shall be responsible for all work performed.
3. Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage or Contractor may insure subcontractors under its own policy.

## **X. JOINT VENTURES**

All Bidders intending to submit a Bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Department of Business and Professional Regulations, Construction Industry Licensing Board and/or any other state or local licensing Agency prior to submitting a Bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

## **Y. INDEPENDENT PRICE DETERMINATION**

A Bid shall be disqualified and rejected by the City if the price in the Bid was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Bidder, a City employee, or any Competitor.

## **Z. ITB AMENDMENT AND CANCELLATION**

The City may amend this ITB in writing at any time. The City also reserves the right to cancel or reissue the ITB at its sole discretion. If an amendment is issued, it shall be posted and made available through the City's website. Bidders shall respond to the final written ITB and any exhibits, attachments, and amendments.

### **AA. RIGHT OF REJECTION**

1. The City reserves the right, at its sole discretion, to reject all Bids or to cancel this ITB in its entirety.
2. Any Bid received which does not meet the requirements of this ITB may be considered nonresponsive, and the Bid may be rejected. Bidders must comply with all the terms of this ITB and all applicable State and City laws and regulations. The City may reject any Bid that does not comply with all the terms, conditions, and performance requirements of this ITB.
3. The City reserves the right, at its sole discretion, to waive variances in Bids provided such action is in the best interest of the City. Where the City waives minor variances in Bids, such waiver does not modify the ITB requirements or excuse the Bidder from full compliance with the ITB. Notwithstanding any minor variance, the City may hold any Bidder to strict compliance with the ITB.

### **BB. BID EVALUATION PROCESS**

The evaluation process is designed to award the procurement to the Bidder with lowest responsive, responsible Bid. The City reserves the right, at its sole discretion, to request clarifications of Bids or to conduct discussions for the purpose of clarification with any or all Bidders. If clarifications are made because of such discussion, the Bidder shall put such clarifications in writing.

**CC. AWARD PROCESS**

The City reserves the right to make an award without further discussion of any Bid submitted. Each Bid should be initially submitted on the most favorable terms the Bidder can offer. The City reserves the right to negotiate and/or include a best and final offer stage in the process.

Notwithstanding, the City reserves the right to add terms and conditions, deemed to be in the best interest of the City, during final negotiations. Any such terms and conditions shall be within the scope of the ITB and shall not affect the basis of Bid evaluations and will be incorporated in a purchase order. The City may negotiate with the apparent best evaluated Bidder.

**DD. BACKGROUND CHECKS**

By submitting a Bid, Bidder warrants that prior to the commencement of any work any employees assigned to the City will have passed a criminal background check, including drug testing performed at no costs to the City so that only qualified personnel of integrity will be furnished by Bidder and in conference with Federal and State Law. Bidder warrants they are in compliance with Florida Statute 166.0442, Bidder agrees to defend, indemnify and hold harmless the City, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty. The criminal background search must be performed by a third-party consumer reporting agency and include a City criminal search in each City in which the individual has lived or worked in the last seven years; social security validation and trace, along with a search against the National Sex Offender Registry. If the background check reveals any convictions or charges pending adjudication, aside from minor driving violations, Bidder must immediately notify HHS.

**EE. EXCLUSION OR DEBARMENT**

A person or affiliate who has been placed on the convicted Consultant/Firm 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 Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.

Affirm that none of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, are excluded or debarred from participating in or being paid for participation in any Federal or State program. The Bidder shall submit their UEI number in their Bid that will be used to verify such status on the federal System for Award Management (SAM).

**FF. DISCLOSURE OF BID CONTENTS**

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

**GG. PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the ITB document and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement and Contract Management Division with a detailed explanation and justification including statutory cites and specific reference to your Bid detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Bid being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

**HH. INSURANCE**

The successful Contractor will be required to provide and maintain insurance as required and listed in **Exhibit C** before commencing work on the contract.

**II. LICENSURE**

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure. Required business and professional licenses must be held and be in effect for the full term of an awarded contract and for any extension/renewal periods. All license, permit, impact or inspection fees due to the City as required throughout the contract are the responsibility of the contractor.

**JJ. GOVERNING LAW**

If an award is made, the contract will be made in the City of Crestview and shall be governed and construed in accordance with the laws of the State of Florida. Any action relating to the Contract shall be instituted and prosecuted in the courts of Okaloosa County, Florida.

**KK. FEDERAL, STATE, AND LOCAL LAWS**

The successful Bidder must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded Bidder to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible Bidder.

**LL. NON-DISCRIMINATION**

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

**MM. PUBLIC AGENCY**

It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of Florida) shall have the option to participate in any agreement created as a result of this ITB with the same terms and conditions specified, including pricing. The City shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the Bidder.

**NN. ADDITIONAL PURCHASES**

Following the award, the City may dispense with separate bidding for additional purchases of like item(s) from the successful Bidder within a twelve (12) month period from the initial purchase date provided that the Bidder agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

**OO. EXTENSIONS**

The City reserves the right to extend any contract past the end term date (once the initial term of three years, and both one-year renewals have been completed) upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

**PP. INVOICES AND PAYMENT TERMS**

Invoices are to be mailed to the City department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments. Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

**QQ. COMPLIANCE**

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the City to cancel the balance of the awarded purchase order and award will be made to the next lowest Bidder. Failure to receive City concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

**RR. DEFAULT**

In case of default by the awarded Bidder, the City may procure the goods or services from another source and may recover the loss thereby from any unpaid balance due the selected Bidder, or by any other legal means available to the City. The City may also ban selected Bidder up to two years from future solicitations for default.

**SS. TERMINATION FOR CAUSE**

If either party fail to substantially perform its obligations in accordance with any Agreement awarded, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the City reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the City. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

**TT. TERMINATION FOR CONVENIENCE**

The City reserves the right, in its best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**UU. CANCELLATION FOR UNAPPROPRIATED FUNDS**

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**VV. F.O.B. POINT**

All prices quoted shall be F.O.B destination to the City of Crestview at the project location, freight prepaid (Proposer pays and bears freight charges, Proposer owns goods in transit and files any claims), excluding sales tax. The City is exempt from Federal Excise and Transportation taxes.

**WW. E-VERIFY**

A. Consultant/Firm is advised that Florida law requires each party to a public contract must register with and use the E-Verify system administered by the Social Security Administration and U.S. Citizenship and Immigration Services. Additionally, if a public contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized persons. The contractor must maintain a copy of the affidavit for the duration of the contract.

- B. By submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Consultant/Firm is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- C. A mere allegation of Consultant/Firm's intent to use and/or current use of unauthorized workers may not be a basis to delay the City's award of a Contract to the Consultant/Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the City.
- D. Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:
  - 1. The City's Purchasing Department at 850.682.1560 ext. 246: and
  - 2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
- E. Consultant/Firm is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:
  - 1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
  - 2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
  - 3. Establish a written hiring and employment eligibility verification policy.
  - 4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
  - 5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
  - 6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
  - 7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process
  - 8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Consultant/Firms to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor agreements.
  - 9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or

employee; for example, "no match" letters received from the Social Security Administration.

10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
  11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
  12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.
- F. In the event it is discovered that the Consultant/Firm's knowingly violates the E-Verify requirements, or that a subcontractor knowingly violated the E-Verify requirements, the City is required to terminate this contract or order the Consultant/Firm to terminate the contract with the subcontractor immediately. This will not be considered a breach of contract. Additionally, the City may debar the Consultant/Firm from bidding on all City Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

## **XX. PROHIBITION AGAINST CONTINGENT FEES**

The Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure an Agreement as a result of this solicitation process, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement as a result of this solicitation process.

## **YY. PROTESTS**

**All protests and required bonds shall be filed in accordance with the City's Purchasing Procedures Manual.**

**PROTEST OF ITB PROVISIONS** If a potential Bidder intends to protest any term, condition or specification of this ITB, a notice of intent to protest shall be filed with the City in writing within 72 hours, excluding Saturdays, Sundays and state holidays, after the posting of this ITB. The potential Bidder shall file a formal written protest within ten (10) days after filing of notice of intent to protest. Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and of the right to contest a term, condition, or specification of the ITB in a protest of an intended award.



**CHALLENGE OF CITY’S INTENT TO AWARD CONTRACT**

If a Bidder intends to protest the City’s intent to award a contract(s), the notice of intent to protest shall be filed with the City in writing within 72 hours, excluding Saturdays, Sundays and state holidays, after posting of a notice of intent to award a contract(s) and the Bidder shall file a formal written protest within ten (10) days after filing of notice of intent to protest. Any Bidder who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code, and Section 120.57(3), Florida Statutes, shall post with the District at the 7 time of filing the formal written protest, a bond pursuant to section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent to protest or failure to file a formal written protest and bond within the time prescribed in Chapter 28-110, Florida Administrative Code and sections 120.57(3) and 287.042(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

***The remainder of the page is left intentionally blank.***

**VIII. ATTACHMENT A – BID PRICE SCHEDULE AND ACCEPTANCE OF BID TERMS AND CONDITIONS**

Item	Description	Unit	Est. Qty	Price Per Unit
	LABOR AND MATERIALS INCLUDED			
	<b>Chain-Link Fencing – Black Vinyl Coated – 9 Gauge Core Steel</b>			
1	4' Fence / 1 5/8" Top Rail	LF		\$
2	6' Fence / 1 5/8" Top Rail	LF		\$
3	8' Fence / 1 5/8" Top Rail	LF		\$
	<b>Chain-link Fencing – 11.5 Gauge</b>			
4	Galvanized Metal Chain with 2" openings – 4-foot	LF		\$
5	Galvanized Metal Chain with 2" openings – 6-foot	LF		\$
6	Galvanized Metal Chain with 2" openings – 8-foot	LF		\$
	<b>Wooden Fencing – Privacy fence</b>			
7	6' Stockade section (Pressure Treated Pine)	LF		\$
8	8' Stockage section (Pressure Treated Pine)	LF		\$
	<b>Miscellaneous Charges</b>			
9	Removal & Disposal of old fencing up to & including 6' High (Includes Labor)	LF		\$
	<b>TOTAL BID</b>			\$

**Note 1:** ALL items quoted must be in compliance with the specifications. If you are taking exceptions, indicate those exceptions on a company letterhead and attach them to this invitation to bid.

1. FOB Point: **Delivered**
2. Terms of Payment (e.g., Net 45) \_\_\_\_\_
3. **The City Shall Receive project completion notice within \_\_\_\_\_ days from the date the Vendor receives Purchase Order or Notice to Proceed**

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

NOTE: The Bidder agrees that the quantities shown for unit price items are approximate and are subject to variations in the field and further agrees to do the work at the unit bid price whether the quantities are increased or decreased.

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item on the Price Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this ITB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the ITB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the ITB documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Crestview for the price(s) as set forth herein in the **Price Bid Form**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this ITB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature                      Printed Name/Title                      Date

**IX. ATTACHMENT #1 – PUBLIC ENTITY CRIMES**

**CITY OF CRESTVIEW, FLORIDA  
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY  
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS**

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.

1. This sworn statement is submitted with Bid, Bid or Contract \_\_\_\_\_ **[number/title]**
  
2. This sworn statement is submitted by \_\_\_\_\_ **[name of company/firm]**  
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: \_\_\_\_\_)
  
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_
  
4. 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 bid 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.
  
5. 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.
  
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime;  
or

**(Page 1 of 3 ATTACHMENT #1)**

- b. 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.
- c. 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.

7. 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.

8. 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)

**(Page 2 of 3 ATTACHMENT #1)**

\_\_\_\_\_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 FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of  physical appearance or  online notarization, this \_\_\_\_\_ day of \_\_\_\_ 20\_, by \_\_\_\_\_who is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

Notary Public

**(Page 3 of 3 ATTACHMENT #1)**

**X. ATTACHMENT #2 – DRUG FREE WORKPLACE**

**CITY OF CRESTVIEW, FLORIDA  
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY  
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS  
DRUG-FREE WORKPLACE CERTIFICATION**

The below signed Bidder certifies that it has implemented a drug-free workplace program. To have a drug-free workplace program, a business shall:

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 and 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 subsection 1.
4. In the statement specified in subsection 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 occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

Bidder/Contractor Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

_____ Authorized Signature	_____ Printed Name/Title	_____ Date
_____ Authorized Signature	_____ Printed Name/Title	_____ Date

**XI. ATTACHMENT #3- CONFLICT OF INTEREST STATEMENT**

**CITY OF CRESTVIEW, FLORIDA  
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY  
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS  
CONFLICT OF INTEREST STATEMENT**

A. THIS SWORN STATEMENT IS SUBMITTED

BY \_\_\_\_\_  
[Name of entity submitting sworn statement]

whose business address

is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number  
(FEIN) is \_\_\_\_\_.

My name is \_\_\_\_\_ and my relationship to the  
above entity is \_\_\_\_\_.  
[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a Bid/offer to ITB # \_\_\_\_\_ for \_\_\_\_\_ Services.
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a Bid for the work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
6. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

**(Page 1 of 2 ATTACHMENT #3)**

Page 40 of 51



8. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Crestview government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

**C. NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

**D. LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Conflict of Interest and Non-Collusion Statement, is truthful and correct at the time of submission.

Bidder/Contractor Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signature                      Printed Name/Title                      Date

**XII. ATTACHMENT #4 – LIABILITY & INDEMNIFICATION**

**CITY OF CRESTVIEW, FLORIDA  
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY  
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS  
LIABILITY & INDEMNIFICATION FORM**

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**XIII. ATTACHMENT #5 ADDENDUM RECEIPT ACKNOWLEDGEMENT**

**CITY OF CRESTVIEW, FLORIDA  
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY  
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS**

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

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

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

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

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

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

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the Addendum Receipt Acknowledgement Certification, is truthful and correct at the time of submission.

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**XIV. ATTACHMENT #6 – PUBLIC ACCESS FORM**

**CITY OF CRESTVIEW, FLORIDA  
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY  
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS  
PUBLIC ACCESS FORM**

\_\_\_\_\_, as Bidder, shall comply with the requirements of Florida’s Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency 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 cost provided under Florida’s Public Records Law or as otherwise provided by law.
- c. 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 this contract if Contractor does not transfer the records to the public agency: and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency 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 this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**(Page 1 of 2 ATTACHMENT #6)**

e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: Maryanne Girard, City Clerk, (850) 682-1560 Extension 250, [cityclerk@cityofcrestview.org](mailto:cityclerk@cityofcrestview.org), 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536**

f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**(Page 2 of 2 ATTACHMENT #6)**

**XV. ATTACHMENT #7 CERTIFICATION RE: SCRUTINIZED COMPANIES**

“Company” means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting Bids, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting Bids, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

**(page 1 of 2, Attachment #7)**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this Contractor Certification Regarding Scrutinized Companies, is truthful and correct at the time of submission.

Bidder/Contractor Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature                      Printed Name/Title                      Date

**(page 2 of 2, Attachment #7)**

**XVI. ATTACHMENT #8 REFERENCES**

<b>Reference 1:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
<b>Reference 2:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
<b>Reference 3:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

The Bidder shall complete and submit this Reference Form as a part of their response. The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.



**XVII. ATTACHMENT #9 STATEMENT OF "NO SUBMITTAL"**

If you do not intend to submit on this solicitation, please complete and return this form prior to the date shown for receipt of Bids to:

City of Crestview  
 198 North Wilson Street  
 P.O. Box 1209  
 Crestview, Florida 32536

I/WE HAVE DECLINED TO SUBMIT A BID FOR \_\_\_\_\_, [Number] titled \_\_\_\_\_ [ TITLE] for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the solicitation.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

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

Bidder/Contractor Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signature                      Printed Name/Title                      Date

**XVIII. ATTACHMENT #10 - CERTIFICATE OF NON-SEGREGATED FACILITIES**

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US \$10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor’s control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor’s control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US \$10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\_\_\_\_\_ FEIN: \_\_\_\_\_

Authorized Signatory

Printed Name

\_\_\_\_\_ Title

\_\_\_\_\_ Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
**Failure to submit this form may be grounds for disqualification of your submittal**

**[END OF DOCUMENT]**