

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR BID NO. 22-0308

“BID FOR SPARE 50HP LIFT STATION PUMP”



City of Crestview, Florida
February 2022

Maryanne Schrader
City Clerk
Phone (850) 682-1560
Facsimile (850) 682-8077
PO Box 1209/198 N. Wilson Street
Crestview, Florida 32536

Bid No. 22-0308
Spare 50HP Lift Station Pump

Contents

Item	Section
Advertisement for Bids	0020
Bid Form	0300
Contract Agreement Form	0500

SECTION 00020

ADVERTISEMENT FOR BIDS
FOR
CITY OF CRESTVIEW
SPARE 50 HP LIFT STATION PUMP
BID NO. 22-0308

NOTICE IS HEREBY GIVEN: That sealed bids will be received by the City of Crestview, at the City Clerk's Office 198 N. Wilson Street, Crestview, Florida 32536; until **March 8, 2022 at 2:00 p.m.**

Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the bidder.

Bid opening will be promptly at 2:00 p.m. on March 8, 2022 at the City Hall Council Chambers, 198 N. Wilson Street, Crestview, Florida 32536, at which time all bids received will be publicly opened and read aloud.

DESCRIPTION OF WORK: All work for the Project shall be awarded and constructed, if award is made, under one Contract. Bids shall be submitted for the Work described:

This bid shall include the cost of purchase and delivery of one (1) Barnes model "4SCDI50044" submersible scythe chopper 50 HP pump. The pump must have a 4" discharge chopper, 310mm white chromium hard metal impeller, with 3 phase power at 460 volts, with at least a 50' power cord. The pump must come with a 5-year 100% parts and labor warranty.

If you have any questions, **contact Jospesh Carr or Brandon Bolton of the Sewer Department at 715 N. Ferdon Blvd., Crestview, FL or call 850-682-6132.**

BIDDING DOCUMENTS can be obtained and reviewed at:

Department of Public Services
715 N. Ferdon Blvd.
Crestview, FL 32536
(850) 682-6132

The City of Crestview reserves the right to accept or reject, in part or total, any or all bids and to waive any informalities as deemed in the best interest of the City. All bids must be marked on the outside of the envelope with the bid name, the time and date of opening. It shall be the Bidder's responsibility to ensure that bids are delivered to the above address by the appointed time.

Bids shall be prepared from complete Bidding Documents.

BID SUBMITTAL: A single bid shall be submitted for the work. The contract will be awarded pursuant to the requirements of applicable state and federal laws and regulations.

Award will be made to the lowest responsible and responsive bidder. The City of Crestview will in no way be liable for any costs incurred by any bidder in the preparation of its Bid in response to this Invitation to Bid.

The City reserves the right to waive technicalities or irregularities, to reject any or all bids, and to accept that Bid which is in the best interest of the City.

The CITY OF CRESTVIEW, FLORIDA does not discriminate on the basis of race, color, national origin, sex, religion, age, and handicapped status in employment or provision of service.



CITY OF CRESTVIEW, FLORIDA
Crestview, Florida

END OF SECTION



CITY OF CRESTVIEW
Department of Public Services
 715 Ferdon Boulevard North
 Crestview, Florida 32536

Telephone No. (850) 682-6132
 Fax No. (850) 682-7359

Director
 Michael Criddle
E-Mail: criddlem@cityofcrestview.org

E-Mail: publicservices@cvflorg.gccoxmail.com

BID FORM

BID #22-0308

BIDDERS NAME: _____

ADDRESS: _____

PROJECT: **SPARE 50HP LIFT STATION PUMP** for the City of Crestview, Florida
 The Bidder proposes to purchase and deliver one (1) Barnes model "4SCDI50044" submersible scythe chopper 50 HP pump. The pump must have a 4" discharge chopper, 310mm white chromium hard metal impeller, with 3 phase power at 460 volts, with at least a 50' power cord. The pump must come with a 5-year 100% parts and labor warranty.

Total Lump Sum Bid

(Numerals)\$ _____

 Print Name of Contractor

 Phone

 Authorized Representative or Contractor's Signature

 Date

THIS BID IS SUBMITTED TO: City of Crestview, Florida (hereinafter called Owner) acting through its City Commission.

1. The undersigned Bidder offers and agrees to enter into an Agreement with Owner in the form included in the Bidding Documents, to complete all work for the Contract Price and within the Contract Time, all in accordance with the Contract Documents.
2. All Bid Items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

SECTION 00500

AGREEMENT

CITY OF CRESTVIEW, FLORIDA
CONTRACT

SPARE 50HP LIFT STATION PUMP
BID #22-0308

On _____, 2022 THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA, herein referred to as the City, accepted the bid of _____ herein referred to as the Contractor, in the amount of, _____ to deliver one Barnes 50 HP scythe chopper pump.

TERMS AND CONDITIONS OF CONTRACT FOR THE
SPARE 50HP LIFT STATION PUMP:

1. Entire Contract:

This Agreement represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. The Advertisement for Bids, Instructions to Bidder, Bid Form, Insurance Requirements, Performance Bond, Payment Bond and Notice of Award are included in the contract documents binding the parties. Provisions of this Contract may be amended only by written instrument approved by the Crestview City Council and signed by the City Clerk and Contractor.

2. Intent of Contract:

This Contract shall include all work incidental to the delivery of one Barnes 50 HP scythe chopper pump.

3. Term of Contract and Time Extensions:

3.1 The Work will be substantially completed within 60 days after the date when the Contract Time commences to run as provided by the Notice to Proceed date.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** in this Agreement and that Owner will suffer financial loss if the work is not substantially complete in the time specified in Paragraph 3.1 above. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$500.00 (Five Hundred Dollars) for each day that expires after

the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete, and that the liquidated damages set forth herein bear a reasonable relationship to the estimated actual damages that the OWNER would suffer.

4. Compensation:

All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract.

5. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, and Auto Liability Insurance, all with companies and in the form and amounts acceptable to the City. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured and certificate holder. All binders, policies, or certificates of insurance shall provide for at least thirty days' notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

6. Indemnification:

Contractor covenants and agrees that they will indemnify and hold harmless the City and all of its officers, agents, and employees from any and all claims, losses, damages, costs, charges or expenses arising out of any act, action, neglect, or omission by Contractor during the performance of the agreement, whether direct or indirect, and whether to any person or property to which the City or said parties may be liable.

7. Licensing:

The Contractor shall obtain all permits and maintain at its expense all professional and business certificates and licenses required by the City or otherwise by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising there from.

8. Performance of Work/Responsibilities:

The Contractor shall commence work in a reasonable length of time and shall complete the work

in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in "Description of Work".

9. Termination for Default:

The Contract will remain in force for the full period specified and until the City's Public Services Director or his designee determines that all requirements and conditions have been satisfactorily met. However, the City Public Services Director will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Public Services Director decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Public Services Director will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Public Services Director.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Public Services Director or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Public Services Director terminates the Contract.

Except as otherwise directed by the City Public Services Director, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Public Services Director), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

11. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Public Services Director in whole or in part whenever the City Public Services Director, in his discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Public Services Director giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

12. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract 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 Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

13. Miscellaneous:

13.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and nowhere else.

13.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

13.3 PUBLIC ACCESS. Contractor 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 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 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 the 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 the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. If Contractor has questions regarding the application Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, Contractor shall contact the Custodian of Public Records at:

**City Clerk, City of Crestview
198 North Wilson Street
P.O. Box 1209
Crestview, Florida 32536
(850) 682-1560 Extension 250
cityclerk@cityofcrestview.org**

- 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.

13.4 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waive the City of Crestview's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

13.5 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

13.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

13.7 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

13.8 The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that Contractor 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 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 contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

IN WITNESS, WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this day of _____, 2022.

Date: _____

Contractor: _____

Signed by: _____
(Authorized Representative)

Date: _____

By: _____
J. B. Whitten, Mayor

ATTEST:

Maryanne Schrader, City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

END OF SECTION