
CITY OF CRESTVIEW
DEPARTMENT OF PUBLIC SERVICES

Uniform Services
Bid No. 18-0405

Brona D. Steele
Director
of
Public Services

SECTION 00020

ADVERTISEMENT FOR BIDS
FOR
CITY OF CRESTVIEW
UNIFORM, APPAREL SERVICES

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 **Thursday, April 05 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 Thursday, April 05, 2018 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

The City of Crestview is interested in receiving sealed public bids to provide uniform, apparel services for the Department of Public Services. The successful Bidder will be required to provide a weekly rental of pants and shirts, of different styles to meet the needs of each division, that will be 5 sets per employee laundered for a 4 day work week for approximately 60 employees and provide floor mats for 3 different locations. All hidden fees will be included in the weekly rental price or listed separately on the bid sheet. Such as: prep and emblem charges, initial charges for initial setup, the buy back on garments, logo mats and lockers if provided.

BIDDING DOCUMENTS can be obtained and reviewed at:

Crestview City Hall
Elizabeth M. Roy, City Clerk
P.O. Box 1209
198 N. Wilson St.
Crestview, FL 32536
(850) 682-1560

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 proposals 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

END OF SECTION

SECTION 00100
INSTRUCTIONS TO BIDDERS
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SECTION 00100

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders are defined in the following articles. The term "Apparent Low Bidder" means the Bidder submitting the lowest Bid at the Bid opening without correction of numerical discrepancies or determination of responsiveness and responsibility. The term "Successful Bidder" means the Bidder to whom Owner awards or expects to award the Contract. Bidding Documents consist of the Bid Package, as may be modified by Addenda.

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of Bidding Documents as stated in the Advertisement for Bids may be obtained from the City Clerk's office.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; the Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

Each Bidder shall complete the questionnaire included in the Bid Form. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven (7) days of Owner's request, any additional qualifications submittals set forth by the Owner.

4. EXAMINATION OF BIDDING DOCUMENTS AND SITE

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Bidding documents thoroughly, (b) visit the sites to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Bidding Documents.
- 4.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 of the

Instructions to Bidders and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

- 4.3 The submission of the Bid will be an indication that the Bidder has considered normal local conditions and accounted for these circumstances in the preparation of the Bid and Schedule of Services.

5. ADDENDA AND INTERPRETATIONS

- 5.1 Bidders shall promptly notify Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or the site.
- 5.2 All questions about the meaning or intent of the Bidding Documents shall be submitted to Owner in writing. Replies considered necessary will be issued through Addenda by e-mail or facsimile to all parties recorded by Owner as having received complete sets of Bidding Documents up to twenty-four (24) hours before bid time. Questions received less than seven (7) calendar days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements.

6. BID FORM

- 6.1 The Bid Form is included in the Contract Documents.
- 6.2 Bid Forms must be completed in full triplicate; however, in lieu of full triplicate, one (1) original Bid and two (2) marked copies will be considered acceptable.
- 6.3 Bids by Corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature. If requested, the person signing a Bid for a corporation or partnership must produce evidence satisfactory to the Owner of the person's authority to bind the corporation or partnership. If the Bidder is a corporation, and if the Bid is executed by someone other than the president or vice president of the corporation, attach to the Bid a certified copy of corporate resolutions of the board of directors of the corporation authorizing the person to execute the Bid on behalf of the corporation.

- 6.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 6.5 All names and titles must be typed or printed below the signature.
- 6.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 6.7 The address in which communications regarding the Bid are to be directed must be shown.

7. SUBMISSION OF BIDS

- 7.1 Bids shall be submitted before the time and at the place indicated in the Advertisement for Bids, and shall be submitted in an opaque sealed envelope. The envelope shall bear the name and address of the Bidder, and Florida contractor's license number and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**SEALED BID ENVELOPE ENCLOSED**" on the face thereof. The Owner will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence.
- 7.2 Each Bid must contain three (3) copies the following documents in completed form:
 - 1. Bid Forms (Bidding Documents, entire Section 00300).
 - 2. References (Section 00302)
 - 3. Drug Free Workplace Form (Section 00310).
 - 4. Public Entity Crimes Form (Section 00470).
 - 5. Noncollusion Affidavit (Section 00480).
 - 6. Evidence of Bidder's certification and license to perform work.
- 7.3 More than one (1) Bid received for the same work from an individual, firm or partnership, a Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one (1) Bid for the same work will cause the rejection of all such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

8. MODIFICATIONS AND WITHDRAWAL OF BIDS

- 8.1 Bids must be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so; and, in case signed by a deputy or subordinate, the principals proper written authority to such deputy or subordinate must accompany the request for withdrawal or modifications. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid Date and Time. After expiration of the period for receiving Bids, no Bid may be withdrawn, modified, or explained.
- 8.2 If within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with Owner and within forty-eight (48) hours thereafter demonstrates to the reasonable satisfaction of the Owner that: a) there has been a material and substantial mistake in the preparation of the Bid; b) the mistake is of such great consequence that to enforce the Contract would be unconscionable; and c) the mistake occurred notwithstanding the exercise of reasonable care in the preparation of the Bid; the Bidder may withdraw its Bid, and the Bid will be returned provided that the Owner is not seriously prejudiced, except for the loss of its bargain.

9. OPENING OF BIDS

- 9.1 At the specified time and place as indicated in the "Advertisement for Bids", Bids will be opened publicly and read aloud.

10. AWARD OF CONTRACT

- 10.1 If the Contract is to be awarded, it will be awarded on the basis of the most responsive, responsible, lowest bid from a responsible and qualified Contractor licensed to perform such work in the State of Florida. The Successful Bidder who is awarded the Contract will be required to perform the Work as a Prime Contractor.
- 10.2 To the extent permitted by applicable State and Federal laws and regulations, Owner reserves the right to reject any and all Bids, to waive any and all informalities and reserve the right to disregard all non-conforming, non-responsive or conditional Bids. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized alternations of form, unauthorized alternate Bids, incomplete or unbalanced unit prices, or irregularities of any kind. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Errors in the

multiplication of unit prices by the number of units will be resolved in favor of the correct product.

- 10.3 If the Contract is to be awarded it will be awarded by the Owner pursuant to applicable law. The Owner in its sole discretion, reserves the right to reject any and all bids and to waive any informality concerning Bids whenever such rejection or waiver is in the best interest of the Owner. The ability of a Bidder to obtain a license shall not be regarded as the sole test of such Bidder's competency or responsibility. Nothing contained herein shall place a duty upon the Owner to reject Bids or award the contract based upon anything other than its sole discretion as described herein.
- 10.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, to do the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 10.5 The Apparent Low Bidder shall submit, upon request of the Owner, documentation evidencing its capability to perform classes of work contemplated, and the necessary equipment and sufficient capital to execute the work properly within the time specified. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may be considered by the Owner.
- 10.6 One (1) Contract for the Work will be awarded, if award is made, to the lowest responsible, responsive Bidder. The Successful Bidder who is awarded the Contract will be required to perform the Work as a Prime Contractor of the project. No assignment of the Contract will be allowed without written permission of the Owner.
- 10.7 If the Contract is to be awarded, the Owner will issue a Notice of Award within ninety (90) days after the date of the bid opening.
- 10.8 Tie Bids: If two or more bids are received that are equal in price and there is no evidence of price-fixing or collusion between or among such bidders, first choice may be awarded in the following order:
 - (1) Quality of service(s) and/or product(s) offered.
 - (2) Bidder's proximity to the City (see §§ 287.084 and §§ 287.092, Fla. Stat.).
 - (3) Bidder's ability to deliver services in a timely manner.

11. TAXES

The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.

12. REQUIRED DISCLOSURE

12.1 With its Bid submission, Bidder shall disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state of the United States against (i) Bidder, (ii) any business entity related to or affiliated with Bidder, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns 20 percent (20%) or less of the outstanding share of a Bidder whose stock is publicly owned and traded.

12.2 At its sole discretion, the Owner, may reject any Bidder the Owner finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the Owner to lack honesty, integrity, or moral responsibility. The discretion of the Owner may be exercised based on the disclosure required herein, the Owner's own investigation, public records, or any other reliable sources of information. The Owner may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Owner may reject the Bid based upon the exercise of its sole discretion and Bidder waives any claim it might have for damages or other relief resulting from the rejection of its Bid based on these grounds.

13. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

In instances where such is applicable due to the nature of the Work matter with which this Bid is concerned; all materials, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements. The Bidder's signature upon the Bid Form (Section 00300) is considered certification of conformance to such requirements.

14. INSURANCE REQUIREMENTS

14.1 Insurance: The successful Bidder shall obtain a certificate of insurance for Comprehensive General Liability (including Products/Completed Operations Insurance, Contractual Liability Insurance covering the hold harmless agreement between the named insured and the City of Crestview, Florida, and Broad Form Property Damage Liability Insurance), Comprehensive Automobile Liability, Workers Compensation Employer's Liability. The Contractor shall name the City of Crestview as "An Additional Named Insured" on the Certificate of Insurance.

15. SIGNING OF AGREEMENT

- 15.1 When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three (3) unsigned counterparts of the Agreement. Within the (10) days of receipt thereafter, Successful Bidder shall sign and deliver at least three (3) counterparts of the Agreement to the Owner together with the required insurance certificates and endorsements. Within ten (10) days of receipt of the properly executed and completed submittals, Owner will deliver a fully signed counterpart to Successful Bidder.
- 15.2 Failure by a Successful Bidder, to whom the contract is awarded, to execute the Agreement or to furnish the required insurance certificates and endorsements shall be just cause for the annulment of the award and the forfeiture of the Bid.
- 15.3 A Successful Bidder who is awarded the Contract and fails to execute the Agreement or furnish the required insurance certificates and endorsements within the period specified in Article 15.1 above, shall be liable to the Owner for all damages resulting therefrom including reasonable owner's and attorney's fees and costs, and attorney's fees and costs on appeal.

16. PROTESTS

The Owner is responsible for the resolution of protest by Bidders for contract award, claims, disputes, alleged patent infringements, alleged license fee(s) and other related procurement matters. The following procedures shall be used for all such protests.

- 16.1 Any party with a direct financial interest adversely affected by Owner's procurement decision shall file a protest under Article 20, or be barred from further relief.

17. DISQUALIFICATION OF BIDDERS

- 17.1 No Bidder shall submit more than one Proposal, and reasonable grounds for believing that a Bidder is interested in more than one Proposal for the same work shall cause rejection of all Proposals in which such Bidder, or Bidders, are believed to be interested. Any or all Proposals shall be rejected if there is reason to believe that collusion exists among the Bidders, and no participants in such collusion shall be considered in future Proposals for the same work. All BIDDERS must obtain bid packages from the office or website of the Owner prior to bid submittal. Bidders who have not obtained bid packages from the office or website of the OWNER prior to bid submittal shall be disqualified.

18. REJECTION OF BID/PROPOSAL SUBMITTALS

18.1 The Owner reserves the right to reject any and all bids/proposals upon determination of non-responsibility or non-responsiveness of a Bidder or any other circumstances deemed in the best interest of the Owner, including, but not limited to poor previous project performance, previous failure to perform properly or complete on time a contract of similar nature or neglect of payment of obligations to subcontracts, suppliers, or employees.

19. BID PROTEST PROCEDURES

19.1 Posting of Recommendation. The recommendation of award shall be publicly posted at City Hall no less than three (3) full business days after the decision by the Public Services Director to recommend an award to a bidder/responder.

19.2 Written Protest. Any actual or prospective bidder/responder who is allegedly aggrieved in connection with the solicitation or pending award of a contract may file a protest with the City Clerk. A protest shall be valid only if such is submitted in writing to the City Clerk no later than 5:00 p.m., local time on the fifth full business day after the City posts a notice of award recommendation at City Hall and if such complies with the content requirements' specified herein. Failure to timely submit a written protest shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award. The written protest shall contain the following:

- 1) Identify and provide the contact information for the protestor;
- 2) The Bid number and title;
- 3) Clearly state the factual basis upon which the protest is based;
- 4) State all statutes, laws, ordinances, or other legal authorities' supporting such protest; and
- 5) Identify the relief to which the protestor is entitled.

19.3 Notice to Other Bidders: A protestor must mail or hand deliver copies of all notices of protests and formal written protests to all other bidders/responders within three (3) business days of filing the written protest with the City and shall provide the City with evidence of such mailing or delivery, which may be in the form of a certified mail receipt or affidavit of delivery.

19.4 Stay of Award. Upon timely receipt of a protest, and in the absence of emergency circumstances, the City Clerk shall ensure that the award, is suspended until such protest is resolved. If the City Clerk, after consultation with the head of the requisitioning department, determines, in writing, that a bid or contract must be awarded without delay in order to protect the public health, welfare or safety, a 'bid protest shall not delay or otherwise impede the award of such bid or contract.

- 19.5 City Clerk's Review. After receipt of a timely written protest, the City Clerk shall consider and attempt to resolve the protest. For the purposes of investigating, reviewing, and resolving a protest, the City Clerk may appoint a designee of his/her choosing to represent and act on behalf of the City Clerk at all stages of the bid protest review and proceedings. Such designee should have adequate experience and background in public procurement matters and be familiar with the City's procurement procedures. Prior to rendering a decision, the City Clerk shall schedule and conduct a meeting in order to hear the arguments from the protestor and other interested bidder/responders. The time, date and location of the protest meeting will be noticed by the City to the protestor and other bidders/responders.
- 19.6 Protest Meeting. At the protest meeting, the protestor and any other interested bidders/responders who may be affected by the City's procurement decision or award recommendation, or their designated legal counsel, will be allowed to make a brief oral presentation of evidence and argument. However, neither direct nor cross examination of witnesses will be permitted, although the City Clerk or his/her designee may make whatever inquiries deemed pertinent to a determination of the protest. Submission of written or physical materials, objects, statements, affidavits and arguments relevant to the protested matters may be submitted prior to or at the protest meeting. The City Clerk or his designee may solicit and receive input from City employees, consultants and other persons not a party to the protest proceeding. The statutory and judicial rules of evidence shall not apply to the proceedings. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.
- 19.7 City Clerk's Decision. In making his/her decision on the protest, the City Clerk or his/her designee shall have the authority to uphold the award recommendation, cancel the pending procurement process, re-bid the contract, revise the award recommendation, and take other such actions that are within city's procurement authority. After conducting the protest meeting, the decision of the City Clerk or his designee may be orally announced at such meeting. However, after the protest meeting the City Clerk's office shall promptly issue a written decision stating the reason for the action taken with a copy furnished to the protesting party and all other interested bidder/responders. The decision of the City Clerk's office shall be final and conclusive as to any contract award not requiring City Council approval. For contracts requiring City Council approval, the decision of the City Clerk's office may be appealed to the City Council, if such appeal is timely filed.
- 19.8 Appeal to City Council: Bidders/responders who are adversely affected by the Office of the City Clerk's decision with respect to a contract award requiring City Council approval, may appeal the City Clerk's decision by filing a written appeal with the City Clerk, no later than 5:00 p.m. on the fifth (5th) full business day following the date of the written decision issued by the City Clerk or his/her designee. The written appeal shall substantially conform to the written protest

notice content requirements. Failure to timely file a written appeal shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.

- 19.9 Appeal hearing. If an appeal is timely received, the appeal shall be heard by the City Council at a public meeting. The time, date and location of the City Council meeting shall be noticed by the City in the same manner as its notices regular City Council meetings. The City Council's review of the City Clerk's decisions shall be a de novo review. The procedure for the City Council's review will be similar to the process specified for the protest meeting. After conclusion of the presentations, the City Council shall conduct public deliberations, and, upon completion thereof, hold a vote as to the resolution of the appeal. The outcome of such vote and reasons provided therefore shall constitute the City's final determination of the matter.
- 19.10 Exclusive method of protest, objection, and appeal. There is a compelling City interest in procuring goods and services in a timely manner so as to provide City residents and visitors with efficient, cost-effective, and operationally effective City infrastructure, facilities, and services in a timely manner. Consequently, procurement disputes must be resolved with minimal delays. Therefore, the procedure set forth herein is the sole means by which a bidder/responder aggrieved by a decision of the City may seek recourse. Refusal or failure by any aggrieved bidder/responder to pursue its right of protest under these procedures shall constitute a waiver of its right to pursue any further remedies or appeals, either administratively or judicially. Any judicial proceedings that may or could be filed against the City by an aggrieved or adversely affected party shall be filed within thirty (30) days after the City's final decision on a procurement matter. Failure to timely file a judicial action in accordance with these procedures shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.

END OF SECTION

SECTION 00300

BID FORM

SUBMITTED: _____
Date

PROJECT IDENTIFICATION: **CITY OF CRESTVIEW**
Uniform, Apparel Services

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

FLORIDA LICENSE NO.: _____

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

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. Bidder accepts all of the terms and conditions of the Bidding Documents, including without limitation those dealing with the Owner's time for accepting for Bid and the disposition of Bid Bond.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:
 - (a) Bidder has examined copies of all the Bidding Documents and of the following addenda:

No. _____	Dated _____;	No. _____	Dated _____
No. _____	Dated _____;	No. _____	Dated _____

(Receipt of all which is hereby acknowledged) and also copies of the Advertisement for Bids and the Instructions to Bidders.

- (b) Bidder has examined the site and locality where the Work is to be performed and the legal requirements (Federal, State and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.
- (c) This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not

directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- (d) Bidder hereby agrees if this Bid is accepted, to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete all work of the Project within the Contract Time.
- 4. Bidder submits to perform all the Services as required by the scope of work for the City of Crestview. Bid shall be awarded to the lowest responsible bidder.
- 5. All Bids shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete as stated in the instructions to bidders.

BID PROPOSAL

PROJECT: UNIFORM, APPAREL SERVICES for the City of Crestview, Florida
 The Bidder proposes (to furnish all labor, materials, equipment and supplies) to perform all Work for the following price:

Item No.	Description	Weekly Rate	Insurance		Total
1	Jean Pants				
2	Cargo Pants				
3	Short Pants				
4	Polo Shirt				
5	Work Shirt				
6	Executive Shirt				
7	Executive pants				
8	Floor Mats (4x6)				
				Total Bid	

TOTAL BASE BID:
 (Numerals) \$ _____

Please list or attach all additional charges, if any, that you will require to provide the services that are in the specifications of this bid, also, list a depreciative purchase agreement for garments that are embroidered with personalized company logos, company names, or employee names, at the customer's request, if removed from the rental program for such reasons as separation of employment, size changes, termination of employee participation, etc.

<u>Description</u>	<u>Charge</u>
_____	_____
_____	_____
_____	_____
_____	_____

Provides pricing for all required labor, materials, equipment and supplies to complete all the services for the city as indicated in these specifications. 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 of Crestview, Florida.

_____	_____
Print Name of Contractor	Phone
_____	_____
Representative of Contractor Signature	Date

6. The following documents are attached to and made a condition of this Bid:

- (a) **Advertisement for bids (Section 00020).**
- (b) **Instructions to Bidders (Section 00100).**
- (c) **Bid Form (Section 00300).**
- (d) **References (Section 00302).**
- (e) **Drug Free Workplace (Section 310).**
- (f) **Public Entities Crime Form (Section 00470).**
- (g) **Noncollusion Affidavit (Section 00480).**
- (h) **Agreement (00500)**
- (i) **Insurance requirements (Section 00650).**

END OF SECTION

SECTION 00302

REFERENCES

Project Name: Uniform, Apparel Services

<u>OWNER</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE NUMBER</u>

Section 00310

DRUG-FREE WORK PLACE

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employee 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 proposed 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 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.

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

X

Proposer’s Signature

Date

(THIS FORM MUST BE COMPLETED IF APPLICABLE AND RETURNED WITH YOUR PROPOSAL)

Bid or Contract No. 18-0405

**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____,
who, being by me first duly sworn, made the following statement:

1. The business address of _____
(Name of Bidder or Contractor) is _____ (statement).
2. My relationship to _____ (Contractor) is
_____ (relationship such as Sole Proprietor,
Partner, President, Vice-President, etc.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida 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 such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that “convicted” or “conviction” is defined by the statute to mean a finding of guilt or a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information, after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo-contendere.
5. I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder or Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder or Contractor nor any affiliate of the Bidder or Contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder or Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or Contractor who is active in the management of the Bidder or Contractor or an affiliate of the Bidder or Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. **The name of the convicted person or affiliate is _____.** A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

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

Date _____

Sign _____

(Contractor)

Print/Type _____

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____

OR Produced identification _____

Notary Public - State of Florida

(type of identification)

My commission expires _____

(printed, typed or stamped commissioned name of notary public.)

END OF SECTION

SECTION 00480

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He (it) is the _____, of _____, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

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

Date _____

Sign _____
(Contractor)

Print/Type _____

Sworn to and subscribed before me this ____ day of _____, 20 ____.

Personally known _____

OR Produced identification _____

(type of identification)

Notary Public - State of Florida

My commission expires _____

(printed, typed or stamped commissioned
name of notary public.)

END OF NON-COLLUSION AFFIDAVIT

SECTION 00500

CONTRACT AGREEMENT

CITY OF CRESTVIEW, FLORIDA

UNIFORM, APPAREL SERVICES CONTRACT

On _____, 2018 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, to supply uniform, apparel services for the Department of Public Services.

TERMS AND CONDITIONS OF CONTRACT FOR THE
Uniform, Apparel Services Contract

1. Entire Contract:

This Contract 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 to Bids, Bid Form, Insurance Requirements, Non-collusion Affidavit, Public Entity Crimes Affidavit, Drug-Free Workplace Declaration, 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 Mayor and Contractor.

2. Intent of Contract:

This contract will provide weekly uniform, apparel services for the Department of Public Services, City of Crestview. The successful Bidder will provide all the material, equipment, and labor necessary to provide a weekly rental service of uniform apparel designed to perform the specific work of each division, that will be laundered for a 4 day work week for approximately 60 employees and provide floor mats for 3 different locations.

3. Term of Contract and Time Extensions:

This contract will continue for 36 consecutive months following the base years of _____, 2018 through September 30, 2021. Renewal will be automatic for another like term unless either party gives the other party written notice at least 60 days before the end of the then current term by certified mail, return receipt requested.

3.1 Base Years - The base years of this contract, if awarded, will commence upon the receipt of Purchase Order and continue through September 30, 2021.

3.2 First Option Year - The calendar period commencing on October 1, 2021 thru September 30, 2022.

3.3 Second Option Year - The calendar period commencing on October 1, 2022 thru September 30, 2023.

3.4 Third Option Year - The calendar period commencing on October 1, 2023 thru September 30, 2024.

4. Compensation:

All payments upon contract are contingent upon the Contractor's Services being acceptable to the City. For satisfactory completion and acceptance of the Services, 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 ten days' notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

6. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and material men furnishing labor and materials in the performance of this contract.

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. Cancellation:

This contract may be canceled by either party with a sixty day written notice without cause and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

9. Performance of Work/Responsibilities:

The Contractor shall commence the service in a reasonable length of time, when the contract has been approved and signed.

10. 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 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 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 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 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 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 subtracted from any amount due to the Contractor in the event the Public Services Director terminates the Contract.

Except as otherwise directed by the 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 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 Public Services Director in whole or in part whenever the 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 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 a state court located in Okaloosa County Florida of proper jurisdiction 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.

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 that would be 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 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 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 of 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 waiver 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:

As to the City: City of Crestview

As to the Contractor: [Name of Contractor]

Sign: _____

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this _____ day of _____, 2018.

ATTEST:

By: _____

David Cadle
Mayor

Elizabeth Roy, City Clerk

APPROVED AS TO LEGAL FORM:

Ben Holley
City Attorney

END OF SECTION

SECTION 00650

CERTIFICATE OF INSURANCE

A. INSURANCE REQUIREMENTS

1. Contractor shall purchase and maintain such comprehensive general liability and other insurance as required by the General Conditions and modified by the Supplementary Conditions. Should any of the required insurance policies be canceled before the expiration date thereof, the insuring company shall provide written notice to each insured 30 days prior to cancellation.

B. CERTIFICATE OF INSURANCE FORM

1. The Certificate of Insurance submitted to the Owner and Engineer shall be on the Insurance Company's form with a format similar to the popular ACORD Corporation form.
2. The Owner's project name and project number shall be shown on the Certificate.
3. Three (3) Certificates shall be submitted along with the executed Contract Agreement.

A. Minimum Scope of Insurance:

Coverage shall be at least as broad as:

1. Insurance Services Office Form No. CG 0001 (11/85) or CG 0002 (2/86) Commercial General Liability; and Insurance Services Office Form No. GL 0404 (5181) Broad Form Comprehensive General Liability; endorsement, and
2. Insurance Services Office form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto", and CA 0002 (1/87), and
3. Workers' Compensation as required by the State of Florida and Employers' Liability insurance:

B. Minimum Limits of Insurance:

Contractor shall maintain coverage's and limits as follows:

1. General Liability:

Aggregate Limit: \$1,000,000.

Products and completed operation aggregate limit: \$500,000.

Personal and advertising injury limit: N/A.

Each occurrence limit: \$500,000.

Fire damage limit: \$50,000 any one fire.
Medical expense limit: \$5,000 per person.
Blanket: no.

(1) Designated contractors (specify): City of Crestview

2. Automobile Liability:

- (a) Business auto with symbol(s): one (1)
- (b) Limit per accident: \$1,000,000.

3. Workers' Compensation as required by Florida laws, and Employer's Liability with the following minimum limits:

- (a) Each accident: \$100,000.
- (b) Per employee disease: \$100,000.
- (c) All claims disease: \$500,000.

C. Deductibles and Self-Insured Retentions:

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the City, its officials and employees, or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Acceptability of Insurers: Insurance should be placed with insurers having a Bests' rating of A-Excellent and Xiii Financial Size.

E. Verification of Coverage: Successful Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage's required by this appendix. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate and endorsement are to be on forms provided or approved by the City and are to be received and approved in final form by the City before work commences.

F. Subcontractors: Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certivicates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

SECTION 00841

NOTICE OF AWARD FORM

_____ Date: _____
(Contractor)

Project: **City of Crestview
Uniform, Apparel Services**

Date of Bid Opening: _____

You are notified that your bid dated _____, 2018 for the above Contract has been considered and the OWNER, expects to award you a contract for:

_____ Uniform, Apparel Services _____

_____ (Indicate Total Work, Alternates or Sections of Work Awarded)

The Contract Price of your contract is _____

Dollars (\$_____).

Three (3) copies of each of the following proposed Contract Documents accompany this Notice of Award:

- Agreement Between Owner and Contractor
- Notice of Award

You must comply with the following conditions precedent to the award of the contract within ten (10) days of the date of the Notice of Award, that is by _____.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement.

2. You must deliver with the executed Agreement three (3) completed original documents with original signatures on the form specified in the Bidding Documents.
3. You must deliver with the executed Agreement three (3) completed, with original signatures, Certificates and Endorsements of Insurance in the form specified in the Bidding Documents.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid forfeited.

Within ten (10) days after you comply with these conditions, the OWNER will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

OWNER:

City of Crestview, Florida

(Authorized Signature)

(Title)

ACCEPTANCE OF AWARD:

(Contractor)

(Address)

(Authorized Signature
Acknowledge Receipt of Notice)

(Title)

(Date)

END OF SECTION

SECTION 00842

NOTICE TO PROCEED FORM

(Contractor)

Date: _____

Notice to Proceed on Project: **City of Crestview
Uniform, Apparel Services**

You are notified that the Contract Time under the above contract will commence to run on _____. On that date you are to start performing the work and other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we agree that the dates for work of service are from _____ to September 30, 2021, for the uniform apparel services, respectively and include all work as required by the Contract Documents.

Enclosed are two (2) bound sets of the contract documents containing:

- Advertisement to Bidders
- Bid Form
- Executed Agreement
- Certificates of Insurance
- Notice of Award
- Addenda Numbers __ through __
- General Requirements
- Signed Agreement
- Copy of Purchase Order

OWNER:

City of Crestview, Florida

(Authorized Signature)

(Title)

BY:

(Contractor)

(Address)

(Authorized Signature

Acknowledge of Receipt of Notice)

(Title)

(Date)

END OF SECTION