

## SECTION 00200

### INSTRUCTIONS TO BIDDER

#### PART 1 GENERAL

##### 1.01 Bidding Documents

- A. Bidding Documents include the Invitation for Bids, Instructions to Bidders, Drawings, Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.
- B. Bidding Documents may be obtained in compliance with the Invitation for Bids. No partial sets of the Bidding Documents will be issued. Complete sets of Bidding Documents shall be used in preparing bids. Neither the Owner nor the Architect will assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. It is hereby noted and understood that the terms Owner, City, Engineer or Architect used herein before and after shall be interpreted to mean City of Labelle. The City reserves the right to designate an individual or firm to represent the City. If this or other designation occurs it will be accomplished by a specific addendum to the bid documents or to the resulting contract as appropriate.
- D. The ITB documents are available on-line at DemandStar Corporation ([network.demandstar.com](http://network.demandstar.com)). Register as a vendor to download the solicitation documents. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information, call the City Clerk, Tia Warner, at (863) 675-2872. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.
- E. DemandStar Corporation has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. DemandStar Corporation is an independent entity and is not an agent or representative of the City.
- F. The City of Labelle City Clerk, and its service provider DemandStar Corporation ([network.demandstar.com](http://network.demandstar.com)) are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Bidders using solicitation documents/forms obtained from any other third-party source are advised to contact the City Clerk to provide a contact name, mailing address, phone number, fax number, and email address to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

## 1.02 Bidder Questions

Any Bidder who is in doubt as to the true meaning of any part of the Bidding Documents, or finds a discrepancy or omission therein, is hereby directed to contact the Owner, in writing, at least fourteen (14) days prior to the bid opening date, for an interpretation or correction. Written questions shall be submitted by e-mail to the City Clerk, Tia Warner [tiawarner@citylabelle.com](mailto:tiawarner@citylabelle.com). The person submitting the request shall be responsible for its delivery as indicated above. Only interpretation, instructions or correction(s) provided, in writing by the City Clerk will be binding. It is noted that interpretation, instructions or corrections will be provided only by Addendum.

## 1.03 Addenda

- A. Addenda will be made available for download from the City of Labelle hosted solution at DemandStar (network.demandstar.com) to Registered Users of DemandStar. All Addenda issued during the time of bidding shall form a part of the Contract Documents, shall be covered in the Bid, and shall become a part of the Contract. Receipt of each Addendum shall be acknowledged on the Bid Form; failure to do so may subject the Bidder to disqualification.
- B. It shall be the Bidder's responsibility to ensure that it has downloaded all Addenda prior to bid. The City shall not be responsible for non-receipt of Addenda due to failure on the part of the Bidder to verify it has received all addenda or the Bidder's inability to download Addenda.
- C. Any prospective bidder who obtains the bid documents from any other source other than via registration and downloading from DemandStar will not automatically receive notifications regarding addenda. An omission involving addenda will be resolved against said bidder. Addenda will not otherwise be provided by email or fax.

## 1.04 Examination of Documents and Inspection of Site

- A. Before submitting a Bid, Bidders must thoroughly examine the Specifications and Contract Documents which include the Invitation to Bid, Instructions to Bidders, Bid Form, Construction Agreement Form, Form(s) of Bond(s), General Conditions, Supplementary Conditions, Specifications, Drawings, any addenda, and fully inform themselves of all existing conditions and limitations, and include in the Proposal a sum to cover the cost of all items included in the Contract Documents. Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and the Contractor must employ, so far as possible, such methods and means in carrying out his work as will not cause any interruption or interference with any other construction the Owner has underway.
- B. Each bidder shall visit the site of the proposed work and fully acquaint themselves with conditions relating to construction and labor so that he may fully understand facilities, difficulties and restrictions attending the execution of work under the Contract. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation

with respect to his bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

- C. Each bidder may attend the pre-bid, on-site meeting.
- D. In submitting a Bid, the Bidder represents that the Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this bid for the performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

### **1.05 Laws and Regulations**

- A. Each Contractor and Subcontractor shall comply fully with all applicable federal, state and local laws and regulations concerning labor, work hours and labor conditions.
- B. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

### **1.06 Bidder's Interest in More Than One Bid**

No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Bid for the same work, unless Alternates are called for. A person, firm, or corporation who has submitted a sub-bid to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-bid or quoting prices to other Bidders.

### **1.07 Certificates and Licenses**

Bidders must be properly licensed to perform the Contract Work. Proper licensing shall be as defined by Florida Statutes.

### **1.08 Public Entity Crimes - Denial or Revocation of Right to Transact Business With a Public Entity**

Per Florida Statutes (FS) 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in FS 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

### **1.09 Florida Trench Safety Act**

Bidders must comply with the Florida Trench Safety Act (FS 553.60-553.64), by completing and submitting with the sealed bid the Trench Safety Form, a copy of which is included as part of these Contract Documents.

### **1.10 Discrimination**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

### **1.11 Debarred or Suspended Bidders**

The Bidder certifies, by submission of its Proposal (Bid), that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with any federal department or agency. The City reserves the right to reject any bid from a debarred or suspended Bidder or from a Bidder whose principals are debarred or suspended.

### **1.12 Rejection of Bidders Under Litigation**

The Owner reserves the right to reject the Bid of any Bidder who is behind, as determined by the Owner or Architect, on the completion schedule for any existing contracts; who has failed to properly progress work on any construction contract with any governmental agency within the past five (5) years; who is currently under litigation with the Owner; who is in litigation with any governmental agency within the past five (5) years; who is involved in any dispute resolution procedure with any governmental agency within the past five (5) years; who has previously defaulted on a contract with any governmental agency within the past five (5) years; or who has previously failed to satisfy all requirements related to life safety including, but not limited to, the maintenance of traffic provisions on existing or previous agreements with any governmental agency within the past five (5) years.

### **1.13 Form of Bid**

- A. All bids must be submitted on the Bid Form provided in the City's bid documents. In cases where the City provides an excel version of the Bid Schedule, it is permissible for the Bidder to fill in and then print the Bid Schedule for submittal as part of the overall Bid. Bids on Bidder's quotation forms shall not be accepted. The Bid Form also lists all required forms and information that are required to be submitted with the Bid.
- B. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter, computer, or manually in ink. When a Bidder submits a Bid and fills in information, which is then changed, each change must be initialed by the person signing the Bid.
- C. The Bidder must fill in all unit prices, total prices and total amounts. Each Unit Price will be deemed to include an amount considered by the Contractor to be adequate

to cover all costs, including manpower, labor, equipment materials, supplemental and administrative costs, and profit.

- D. Where so indicated by the makeup of the Bid Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the amount in words shall govern.
- E. The Bid Form shall be completely filled out including the Bidder information; acknowledgement of receipt of all Addenda; the Bid Amount including Unit Prices and Total Prices for all Items including all alternate items; the completed Bidder Submittal checklist; and the bid properly signed and dated by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. A bid submitted by a partnership shall be signed in the name of the firm by one or more of the partners.
- F. No conditional Bids will be accepted. Alternate Bids will not be considered unless called for. Oral proposals or modifications will not be considered. Unsolicited alternates will become the property of the Owner and bestow no rights what so ever upon the Bidder who submitted the unsolicited alternates. The City reserves the right to reject a bid that is unbalanced.
- G. All submitted bid packages including alternate bid items become the property of the City.

**1.14 Bid Security**

- A. Provide a bid security in the form of a certified check or bid bond. Bid security shall be payable without condition to the Owner, as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Bidding Documents, and will furnish all bonds and insurance as required. If Bid Bond is provided it shall be provided using the form included in section 00420 and shall be provided by a surety company authorized to do business in the State of Florida. The amount of the Bid Security shall be as follows:
  - 1. Construction Projects where the Maximum Bid Price is \$60,000 or greater: Bid Security shall be in an amount equal to at least 5% of the Maximum Bid Price (Base Bid Plus Alternates).
  - 2. Construction Projects where the Maximum Bid Price is less than \$60,000: Bid Security shall be in an amount equal to at least 10% of the Maximum Bid Price (Base Bid Plus Alternates).
- B. If the bidder provides bid security in the form of a certified check as indicated above, then Paragraphs 1.14.A and 1.20.A.3 will be strictly followed.
- C. If the bidder provides bid security in the form of a bid bond using the Bid Bond Form contained in section 00420, the requirement for an audited financial statement as indicated in Paragraphs 1.20.B.5 and 1.21.A.2 may be waived at the discretion of the City

- D. If for any reason the Bidder withdraws his Bid after Bid Opening or fails to execute an Agreement or to provide the specified bonds, insurance, and insurance certification, such Bidder shall be in default. The defaulting Bidder shall forfeit his/her bid bond to the City liquidated damages
- E. The Bid Security of all except the three (3) apparent lowest Bidders will be returned within 21 days after the canvass of Bids.

### **1.15 “Or-Equal” Materials and Equipment**

Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name(s) of a particular brand(s) and model(s) this naming of the item(s) is intended to establish the type, function and quality required of the item. However, if the name is followed by words indicating that no substitution is permitted or if specifically indicated approved brand(s) and model(s) are listed, the Bidder/Contractor shall base his bid on the approved items. Bids for unapproved items will not be accepted. Requests or proposals to add items of equipment or material to the “approved” list will not be accepted from anyone other than the Bidder/Contractor. Also, the Bidder/Contractor shall provide sufficient information with the request or proposal to enable the Engineer and the City to determine that the material or equipment proposed is equivalent to that named. It is noted that any requests or proposals to add items to the approved items list must be delivered to the City Clerk no later than twenty-one (21) calendar days prior to the date of the bid opening.

### **1.16 Submission of Bids**

- A. All Bids, Bid Security, and required supporting documents shall be submitted electronically through DemandStar only. Hard copy or mailed submissions will not be accepted. Bidders must ensure that their complete bid package is uploaded under the correct project name and number, and clearly identifies the Bidder’s company name within the DemandStar submission portal.
- B. The Bidder shall assume full responsibility for timely delivery of his Bid.

### **1.17 Modification and Withdrawal of Bids**

- A. Bids may be modified or withdrawn after submittal, but, prior to the Bid Opening time and date.
- B. Withdrawal requests shall be made in writing and must be received by the Owner before the time and date stated or as “addended” for the Bid Opening. Properly withdrawn Bids will be returned unopened to the person or firm submitting the Bid. The date and time stamp which documents when the bid was received by the City will be annotated as void.
- C. A Bidder who withdraws his Bid may submit a new Bid in the same manner as specified under "Submission of Bids." It is noted that the new bid must be time and date stamped when received by the City as a new submission.
- D. If an award, intent to award is made, or, when appropriate, negotiations undertaken do not occur as provided by the bid submission document which specifies the time

period that the bid must be held firm, the Bidder may withdraw his Bid. It is noted that if both the Bidder and the City agree, an award may be made at a later date if it is in the City’s best interests to do so.

- E. The obligations of the City as relevant to any award as a result of this solicitation are contingent upon the availability of appropriated funds for this project. Also, it is hereby provided that the City of Labelle reserves the right, in the event that the lowest responsive bid is in excess of the funding reserved for the goods and/or services described herein, to negotiate with the lowest responsive and responsible bidder in an effort to establish a contract for the procurement of said goods and/or services.

**1.18 Basis of Award**

- A. The Owner reserves the right to accept or reject any or all bids in whole or in part with or without cause, to waive technicalities, or to accept the bid(s) which, in its judgment, best serves the interest of the Owner.
- B. Except in cases where the Owner exercises the right to reject all Bids, the Contract will be awarded by the Owner, as soon as practicable after Opening of Bids, to the responsive, responsible Bidder who has submitted the lower individual or combination Bid.
- C. The lowest Bid will be determined by comparison of the “Total Base Bid” stipulated on the Bid Form, plus any combination of Deductive Alternate Bid Items of the Owner’s choosing.

**1.19 Responsiveness Requirements**

- A. All Bidders are required to be responsive. Failure to meet any of the responsiveness requirements set forth herein may result in the Bidder being judged non-responsive.
- B. To be judged responsive, the Bidder shall execute, and return the following forms and required information with the Bid:

| Section | Form / Information  |
|---------|---|
| 00410   | Proposal (Bid Form) Including Acknowledgment of All Issued Addenda                    |
| ---     | Acknowledge of Receipt of Addendum (Form Issued by the City with each issued Addendum |
| ---     | Bid Security in Accordance with the Instructions to Bidder                            |
| ---     | Bidder Completed W-9 Form   |
| ---     | Bidder Officer Signatory Authorization Information                                    |
| 00430   | Trench Safety Form  |
| 00432   | Non Collusion Affidavit   |
| 00434   | Conflict of Interest Affidavit  |
| 00436   | Florida Statutes on Public Entity Crimes Affidavit                                    |
| 00438   | Compliance With the Public Records Law Affidavit                                      |
| 00440   | Bidder Information and Affidavit  |
| 00450   | Certification Of Non-Segregated Facilities Form                                       |
| 00452   | Disputes Disclosure Form  |

| Section    | Form / Information   |
|------------|--|
| 00454      | Drug Free Workplace Form   |
| 00456      | Unauthorized (Illegal) Alien Workers Affidavit   |
| 00458      | E-Verify Compliance Form   |
| 00460      | Americans With Disabilities Act Affidavit  |
| 00464      | Schedule Of Proposed Subcontractors  |
| 00622      | City of Labelle Insurance Requirements and Affidavit   |
| ---        | Copies of Licenses Issued by the State of Florida Dept. of Business and Professional Regulation Construction Industry Licensing Board  |
| Appendix A | Attachment B - Certification for Contracts, Grants, Loans and Cooperative Agreements<br>Attachment C - Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion<br>Attachment D - Anti Human Trafficking Affidavit |

- C. The Invitation to Bid does not require attendance at a Pre-Bid meeting. Bids submitted from Bidders who do not attend the Pre-Bid meeting will be accepted.

**1.20 Responsibility Requirements**

- A. All Bidders are required to be responsible. Failure to meet any of the responsibility requirements set forth herein may result in the Bidder being judged non-responsible. Bids from non-responsible bidders may be accepted or rejected at the discretion of the Owner.
- B. To be judged responsible, the Bidder shall meet the following standards:
  - 1. The Bidder shall be properly licensed and shall have a satisfactory record of integrity, judgment, and performance as a corporation (including its shareholders and officers), partnership, or as a sole proprietorship, including in particular, any prior performance upon contracts from the State and the Owner.
  - 2. The Bidder shall have at least three (3) years of experience as a prime contractor.
  - 3. The Bidder shall have performed as a prime contractor on at least three (3) projects of similar type and size as the proposed contract work.
  - 4. The Bidder shall be able to comply with the required completion schedule for the project.
  - 5. The Bidder shall have adequate financial resources to perform the work, and shall have an adequate financial management system and audit procedure which provides efficient and effective accountability and control of all property, funds, and assets. The Bidder shall be able to demonstrate this by being able to provide a current (within the last 12 months) audited financial statement prepared in accordance with generally accepted accounting procedures.
  - 6. The Bidder shall conform with the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.
- C. The City reserves the right to conduct any investigation and consider any evidence relevant to the qualifications and capabilities of the bidder to perform the work contemplated. The investigation may include, but is not limited to, a detailed review

of references, current and previous entities for whom similar work has been performed, an inspection of the Offeror's facility(ies), equipment, personnel and any other evidence including financial, technical and other qualifications and abilities of the proposer.

### 1.21 Bidder Evaluation Submittal Requirements

- A. It is the intention of the Owner to award this contract to a Bidder competent to perform and complete the Work in a satisfactory manner. Accordingly, within 7 calendar days after being notified of being the apparent lowest, responsive Bidder, the Bidder shall submit the following information to the Owner for evaluation to determine compliance with the responsibility requirements. The following information may also be required to be submitted by the second and third low bidders within 7 calendar days, if notified by the Owner.
1. Resumes of key personnel, especially those personnel proposed for work on this Project.
  2. Provide a current (within the last 12 months) audited financial statement prepared in accordance with generally accepted accounting procedures. The financial statement shall include, as a minimum, an income statement, a statement of changes and related footnotes, a balance sheet, and certification that the financial status of the company has not materially changed since the audit.
  3. Provide a list of equipment and quantities currently owned or under lease to the Bidder and available for the work.
  4. List of personnel, by name and title, contemplated to perform the work. Note: All delivery personnel shall have a Florida Driver's License.
  5. If required by the City, submit fully executed copies of the following forms:
    - a) Financial Information Form - Section 00462
    - b) Criminal Background Check Requirements - Section 00525
- C. The determination on whether a Bidder is responsible or not shall be at the sole discretion of the City. Although the City may request information on a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etcetera; the City's determination of a Bidder's responsibility shall not solely be based on the number of similar procurements the Bidder provides but the entirety of the Bidder's qualifications.
- D. Upon request, the Bidder shall provide proof of the above minimum qualification by furnishing copies of letters, certificates, etcetera (as applicable); which clearly document said qualifications. Failure to provide said documentation may be cause for deeming the Bidder unresponsive and removing it from further consideration. This is a non-negotiable item.

### 1.22 Award of Contract

If the contract is to be awarded, the Owner or its agent will deliver to the successful low bidder a Notice of Award and Agreement form within ninety (90) days after the day of the bid opening. The successful low bidder shall sign and return the Agreement and required bonds and insurance within fourteen (14) days of receipt of the Notice of Award.

**1.23 Bonds and Insurance**

- A. Upon award of the contract, the Bidder, simultaneously with the execution of the Agreement, shall furnish certificates of insurance, insurance certification, performance bond, and payment bond. The forms of the bonds and insurance certification, including bonding amounts and duration and insurance coverage required are included in the Bidding Documents.
- B. The successful Bidder shall, before commencing the work, record said Payment and Performance Bond in the public records of the County where the improvement is located in accordance with FS 255.05.

**1.24 Waiver**

Each Bidder agrees to waive any claims it has or may have against the Owner, Architect, and their respective officers, employees, agents, designees, successors, legal representatives or assigns, arising out of or in connection with the administration, evaluation, recommendation, rejection or award of any bid.

**1.25 City of Labelle Quality, Professional Standards, and Security Requirements**

In accordance with the provisions of Section 00520, the Contractor and all subcontractors shall comply with the professional quality, employee identification, and security screening requirements for all workers who will be at the project site.

**1.26 City of Labelle Tax Recovery – Not Used**

**1.27 Protests**

- A. Protests, if any shall be filed in compliance and subject to City of Labelle Purchasing Policy.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

**END OF SECTION**