

INVITATION TO BID DOCUMENTS

BID NO. 2011-04 HURRICANE ROLL-DOWN SHUTTERS & STORM PANELS

**Due: October 3, 2011
No later than 2:00 P.M.**

CITY OF DUNNELLON
20750 River Dr.
Dunnellon FL 34431

Bid Issued by: Public Services Department
Office Phone: (352) 465-8500 Fax Phone: (352) 465-8505
E-Mail Address: dbowne@dunnellon.org

Please direct any questions regarding the bid documents and specifications to the City Clerk's Office in writing, at 20750 River Drive, Dunnellon, Florida 34431; (352) 465-8500



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1 FORMS AND ATTACHMENTS

The following forms are attached and numbered as indicated below.

- 1.1 OFFICIAL ADVERTISEMENT
- 1.2 PROPOSAL BID FORM
- 1.3 REFERENCES
- 1.4 DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS
- 1.5 DRUG FREE WORKPLACE CERTIFICATE
- 1.6 CONTRACT
- 1.7 PAYMENT AND PERFORMANCE BOND
- 1.8 NO BID FORM
- 1.9 ADDENDUM (if any-issued as needed to all official registered plan holders)

2 BIDDING INSTRUCTIONS, TERMS AND CONDITIONS

2.1 DEFINITIONS

Whenever used in this Bid, the Contract, or any other documents pertaining to the item and/or service where these specifications govern, the following terms are used. The intent and meaning will be interpreted as follows:

2.1.1 Addendum

A modification of the Bid/Contract Documents issued by the City and distributed to prospective Bidders prior to the bid due date and time.

2.1.2 Bidder

An individual, partnership or corporation submitting a bid, on the attached Proposal Bid Form, for the item and/or service contemplated.

2.1.3 Bid

The written submittal of a Bidder, submitted on the Proposal Bid Form to provide goods and/or perform the work/services in accordance with the requirements of the Bid Documents and stating the consideration that the Bidder will require for so doing.

2.1.4 Change Order

A written order issued by the City to the Successful Bidder/Contractor directing certain changes, additions or reductions in work or services or in the materials or methods to be used.

2.1.5 City

The City of Dunnellon, 20750 River Dr., Dunnellon, Florida 34431.

2.1.6 Contract

The written agreement between the City and the Successful Bidder/Contractor for the provision of goods and/or performance of the work or services in accordance with the requirements of the Bid Documents and for the payment at the agreed bid price or adjusted as a result of an approved change order.

2.1.7 Contract Documents

The Bidding Documents, Purchase Order, Contract, and Performance and Payment Bond, together with all Addenda, Supplemental Agreements and Change Orders.

2.1.8 Invitation to Bid

The announcement requesting the submission of bids.

2.1.9 Project Manager

An authorized representative of the City, assigned to make any or all necessary inspections of the goods received and/or work performed by the Successful Bidder/Contractor.

2.1.10 Proposal Bid Form

The attached form on which it is required that bids be submitted.

2.1.11 Specifications

The general term comprising all the directions, provisions, and requirements contained herein, entitled "Specifications", Supplemental Agreements, and Change Orders that may be issued for this Bid and resulting contract, all describing the manner of providing goods and/or performing the work or service, including detailed technical requirements and prescribing the relations between the City and the Successful Bidder/Contractor.

2.1.12 Successful Bidder/Contractor

The individual, partnership or corporation to whom the bid is awarded.

2.2 OFFICIAL BID DOCUMENTS

2.2.1 The "official" bid documents, including specifications and Proposal Bid Form, are available by contacting the City.

2.2.2 It is mandatory that interested bidders request the bid documents directly from the City of Dunnellon. This is necessary to assure that bidders have a complete official-bid package and to record interested bidders' information for issuance of any addenda.

2.2.3 Bids will not be accepted from bidders who have not obtained the bid documents directly from the City.

2.3 BID UPDATES/STATUS OF BID

2.3.1 Due to limited staff, time, workload and budget restraints, City staff will not provide bid updates/bid status information over the phone, by fax, or by e-mail. This information is available in person only.

2.3.1.1 Information available includes the following:

2.3.1.1.1 Details (Summary Information)

2.3.1.1.2 Legal Ad/Bid Announcement

2.3.1.1.3 Bid Package

2.3.1.1.3.1 Bid Document/Specification

2.3.1.1.3.2 Drawings/Plans (applicable to bid)

2.3.1.1.4 Addendum

2.3.1.1.5 Plan Holders List

2.3.1.1.6 Bid Tabulation

2.3.1.1.7 Award Recommendation

2.4 SUBMISSION OF BIDS

2.4.1 Bids and modifications thereof will be enclosed in a sealed envelope, with the Proposal Bid Form, any other required forms, and each accompanying sheet on which an entry has been made by the Bidder. A sealed envelope will be mailed or delivered to the **City Clerk's Office** with the name and address of the Bidder, the due date and time, and the invitation bid number on the face of the envelope.

2.4.2 It is the Bidders responsibility to assure that the bid is properly addressed or delivered to the City Clerk Office only.

2.4.2.1 Mail to:

DUNNELLOH CITY HALL
OFFICE OF THE CITY CLERK
20750 River Drive
Dunnellon FL 34431

Hand Delivery to:

DUNNELLOH CITY HALL
OFFICE OF THE CITY CLERK
20750 River Drive
Dunnellon FL 34431

- 2.4.3 The City will in no way be responsible for delays in delivery to the City caused by United States Postal Service, other mail or courier service, delivery to any other City office, traffic, parking, location of facilities or office, or delays caused by any other occurrences. The delivery date and time will be scrupulously observed.
- 2.4.4 Bids will be received and officially recorded as received by the City Clerk or her designee **ONLY**. The time/date stamp clock located in City will serve as the official authority to determine lateness of any bids.
- 2.4.5 Under no circumstances will bids delivered after the due date and time specified be considered. Bids received after the due date and time will be disqualified as late bids and will not be recorded as a responding Bidder. Late bids will be returned to the Bidder unopened.
- 2.4.6 Faxed bids will not be considered.
- 2.4.7 **Do not return the entire bid package.** Only the Proposal Bid Form, any other required forms, and each accompanying sheet on which an entry has been made by the Bidder should be returned in the sealed envelope.
- 2.4.8 To facilitate the evaluation process, each bidder is to submit the bid in duplicate (original Proposal Bid Form, marked original, with attachments and two copies of the Proposal Bid form and ALL attachments).
- 2.4.9 The Bidder represents that the article(s) to be furnished under this Invitation to Bid is/are new and unused, unless specifically so stated, and that the quality has not deteriorated so as to impair its usefulness.

2.5 "NO BIDS"

- 2.5.1 In the event you elect not to bid, respond by returning the "No Bid" Response Form.
- 2.5.2 "No Bids" must be received in the City by the specified bid due date and time (see above) to be qualified as a responding Bidder. "No Bids" received after the bid due date and time will be returned to the Bidder unopened.
- 2.5.3 Only the "No Bid" Response Form needs to be returned in the sealed envelope.

2.6 PREPARATION OF BIDS

- 2.6.1 The Bidder is solely responsible for reading and completely understanding the bid documents and attachments (in any). Failure to do so will be at the Bidder's risk.
- 2.6.2 All bids accepted by the City are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect.
- 2.6.3 Bids must be submitted on the attached Proposal Bid Form. The Proposal Bid Form is a mandatory form to ease bid tabulation and analysis; however, additional supportive forms can accompany it. Bids submitted on any other format will be disqualified.
- 2.6.4 Each Bidder will furnish the information required on the Proposal Bid Form and each accompanying sheet thereof on which he makes an entry. All prices and blank spaces in the Proposal Bid Form and accompanying sheets must be filled in legibly and correctly in ink or typed written. No erasure permitted. Mistakes may be crossed out, corrections typed adjacent, and must be initialed and dated in ink by person signing bid.
- 2.6.5 An officer or representative who has official authorization to sign bids **MUST** sign the Proposal Bid Form. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signatures must be fulfilled. If the bid is made by an individual, he must sign his name therein and state his business address and the name and address of every other person interested in the bid as principal. If the bid is made by a firm or partnership, its name and business address must be stated as well as the name and address of each member of the firm or partnership. If the bid is made by a corporation, the bid must be signed by some authorized officer or agent, subscribing the name of the corporation with his own name and affixing the corporation seal.
- 2.6.6 An unsigned bid is not a valid offer therefore, failure to sign in the space provided on the Proposal Bid Form will result in the bid being considered non responsive and the bid rejected. It is not a minor technicality, which the City reserves the right to waive.

2.7 EXCEPTIONS TAKEN TO SPECIFICATIONS

- 2.7.1 In the event you elect to bid, but must take exceptions to the bid specifications, the Bidder will be required to make a notation by the particular specification that does not conform to the minimum requirement.
- 2.7.2 Notation will be in the form of marking through the particular specification taking exception to and indicating the true specification of the item either on the same page the specification is listed or on the bidders company letterhead.
- 2.7.3 Only those pages that the Bidder is taking exception to should be returned with the Bid Proposal Form.

2.8 WITHDRAWAL OR CORRECTION OF BIDS

- 2.8.1 Bids may be withdrawn or corrected prior to the due date and time by written request dispatched by the Bidder and received by the City before the time for receiving bids has expired. Written requests hand delivered to the City may also require identification, such as business card and/or driver's license.
- 2.8.2 After the bid due date and time, a Bidder cannot withdraw or correct a bid. Negligence on the part of the Bidder in preparing a bid is not grounds for withdrawal or modification of a

bid after the bid due date and time and the bid submitted must be in force for 65 calendar days after opening. Bidders may not assign or otherwise transfer their bid.

2.9 CONTACT PERSON CONCERNING INQUIRIES OF THIS BID

- 2.9.1 Every request for interpretations or corrections, whether technical or general in nature, **must** be in writing by mail, fax or e-mail to:

City of Dunnellon

City Clerk's Office

20750 River Drive

Dunnellon, FL 34431

Fax # (352) 465-8505

E-Mail Address: dbowne@dunnellon.org

- 2.9.2 These inquiries must be received in the City no later than 10 working days before bid due date in order to provide adequate response time to queries and issue an addendum, if necessary.
- 2.9.3 Questions concerning the technical specifications will be forwarded by this office to the appropriate requesting department/division. All Prospective Bidders are not to contact any member of the Dunnellon staff or officials other than the above specified contact person unless explicitly authorized by this office.

2.10 ADDENDUM

- 2.10.1 No interpretation of the meaning of the bid documents, attachments (if any), or any other related documents, nor correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally.
- 2.10.2 All corrections, interpretations and supplemental instructions will be in the form of written addenda to the bid documents which, if issued, will be mailed, express mailed and/or faxed to all prospective Bidders (at their respective addresses and fax phone numbers furnished for such purposes) at least five working days prior to the bid due date and time.
- 2.10.3 In case any Bidder fails to acknowledge receipts of any such addendum in the space provided on the Proposal Bid Form, the bid will nevertheless be construed as though the addenda have been received and acknowledged, and the submission of the bid will constitute acknowledgment of the receipt of addenda.
- 2.10.4 Only the interpretation or correction given by the City Clerk or authorized representative, in writing, will be binding, and prospective Bidders are warned that no other source is authorized to give information concerning, or explaining or interpreting the bid documents.

2.11 BID OPENING

- 2.11.1 Immediately following the bid due date and time, a public bid opening will take place. Whenever possible, the total base bid amounts tabulated by each Bidder, will read aloud at the bid opening. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders.
- 2.11.2 Since the published bid-opening place is subject to change, it is recommended that Bidders either call or stop by the City prior to the bid opening.

2.12 BID RESULTS/TABULATION

2.12.1 Due to limited staff, time, workload and budget restraints, City staff will **not** give bid results over the phone, by fax, or by e-mail. The bid results may be obtained within 48 hours after the due date by any of the following methods.

2.12.1.1 Public Bid Opening

2.12.1.1.1 Bidders are encouraged to attend the public bid opening to obtain instantaneous bid amounts/tabulation. Bid amounts announced are subject to change due to math errors made by Bidders.

2.12.1.2 Web Site

2.12.1.3 Fax

2.12.1.4 Posting In City Hall Lobby

2.12.1.4.1 A typed Bid Tabulation will be printed and posted in the City Hall Lobby.

2.12.1.5 Mail

2.12.1.5.1 Any interested parties may request, in writing, a hard copy of the Bid Tabulation. The written request must include the bid number, self-addressed, stamped envelope and a check for any processing fees as charged by the City.

2.13 DELIVERY

2.13.1 Time of delivery is of the essence in the performance of the contract, and failure to perform in accordance with the delivery deadline(s) set forth in the bid document will constitute default. Unless a written extension is obtained from the City prior to the delivery deadline(s), there will be no excuse for untimely performance. The granting and duration of extensions will be subject to the exclusive discretion of the City.

2.14 RESERVED RIGHTS OF THE CITY

2.14.1 The City may award any item or group of items or any bid, unless the Bidder qualifies his bid by specific limitations.

2.14.2 The City reserves the right to accept and award or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its judgment, best serves the interest of and is the best value to the City

2.15 DEFAULT

2.15.1 As a result of bids received under this Invitation, the award of the bid/contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should the Bidder not meet the delivery deadline(s) set forth in the specifications or should the Bidder fail to perform any of the other provisions of the specifications and/or other contract documents, the City may declare the Bidder in default and terminate the whole or any part of the contract. Upon declaring the Bidder in default and terminating the contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies, or materials specified, or any substitutions therefore, and the Bidder will be liable to the City for any excess costs, including but not limited to any reasonable attorney fees should any element of default be litigated in court or disputed in such a manner that requires the services of an attorney, resulting there from. Where the Bidder fails to comply with any of the specifications, except for delivery deadlines, the City may, in its discretion, provide the Bidder with written

notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specific period. Such notification will not constitute a waiver of any of the City's rights and remedies hereunder.

2.16 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- 2.16.1 By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as its own organization, that in connection with this procurement:
 - 2.16.1.1 The prices in this bid have been arrived at independently, without competition, as to any matter relating to such prices with any other Bidder or with any competitor.
 - 2.16.1.2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor and
- 2.16.2 No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.
- 2.16.3 Bidder warrants the prices set forth herein do not exceed the prices charged by the Bidder under a contract with the State of Florida Purchasing Division.
- 2.16.4 The Bidder agrees that supplies/services furnished under this quotation, if awarded, will be covered by the most favorable warranties, the Bidder gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and not limit any rights offered to the City by any other provision of the bid award.

2.17 QUALIFICATIONS OF BIDDERS

- 2.17.1 The City reserves the right, before awarding the Bid, to require a Bidder to submit such evidence of this qualification as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder. Bidders may be required to show that they have had experience in work of the same or similar nature and that their organization has been in formal existence and engaged in similar type work for not less than five (5) years.

2.18 DISQUALIFICATION OF BIDDERS

- 2.18.1 Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his bid:
 - 2.18.1.1 Failure to sign the Proposal Bid Form.
 - 2.18.1.2 Submission of more than one bid for the same work by an individual, firm, partnership or corporation under the same or different names;
 - 2.18.1.3 Evidence of collusion among Bidders;
 - 2.18.1.4 Previous participation in collusive bidding on work for the City of Dunnellon, Florida;
 - 2.18.1.5 Submission of an unbalanced bid in which the prices bid of some items are out of proportion to the prices bid for other items;
 - 2.18.1.6 Lack of competency of Bidder. The contract will be awarded only to a Bidder rated as capable of performing the work. The City may declare any Bidder ineligible at any time during the process of receiving bids or awarding the bid where developments arise which, in the opinion of the City, adversely affect the Bidder's responsibility; however, the Bidder

will be given an opportunity by the City to present additional evidence before final action is taken;

2.18.1.7 Lack of responsibility as shown by past performance;

2.18.1.8 Unsatisfactory Performance/Uncompleted work for which the Bidder is committed by contract which, in the judgment of the City, might hinder or prevent the prompt delivery and/or completion of the work under this bid if awarded to such Bidder;

2.18.1.9 Being in arrears on any of his existing contracts with the City, or in litigation with the City, or having defaulted on a previous bid and/or contract with the City.

2.19 REJECTION OF IRREGULAR BIDS

2.19.1 Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The City reserves the right to waive any informalities or irregularities of bids, or to reject any or all bids.

2.20 AWARD OF BID

2.20.1 The correct summation of the correct products, obtained by multiplying the estimated quantities shown on the Proposal Bid Form and/or Itemized Bid Tabulation by the unit bid prices entered therein, together with the lump sum prices bid, if any, will be considered as the total bid price. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern.

2.20.2 The bid, if awarded, will be awarded to that responsible Bidder whose bid is in the best interest of, best value to, and most advantageous to the City. Factors the City could include, but may not be limited to, price, compliance with specifications, Bidders ability to perform, prior performance (if any) with the City, warranty offered, delivery or time of completion, Bidder's financial capability, and other factors specified in the bid.

2.20.3 It will be the responsibility of the Bidder to:

2.20.4 If you have any questions regarding the City's evaluation and Intent to Award Recommendation, they should be submitted in writing to the City Manager and received by 4:00 p.m. of the business day prior to the City Commission meeting. Questions or concerns not submitted to the City Manager may not be considered at the Commission meeting.

2.21 SAMPLES

2.21.1 Samples of items, when required, must be furnished free of expense to the City and if not called for within thirty (30) days from date of notification to retrieve, the same will be disposed of to the best interest of the City.

2.22 PUBLIC ENTITY CRIME STATEMENT

2.22.1 In accordance with paragraph (2)(a) of Section 287.133, Florida Statutes, "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 Section 287.017, for

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

2.23 DRUG-FREE WORKPLACE PROGRAM PREFERENCE

- 2.23.1 In Accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- 2.23.2 Established procedures for processing tie bids will be followed if none of the tied vendors has a drug-free workplace program.
- 2.23.3 In order to have a drug-free workplace program, a business shall comply with the requirements as established in the statute. If your business complies with these requirements and would like to be given preference, in case of a tie bid/proposal, then the vendors will be asked to complete a "Drug-Free Workplace Program Certification Form". The bidder **is not required** to complete the form at this time.

2.24 PUBLIC MEETING AND NOTICES

- 2.24.1 In accordance with Florida Statute 286.011, all meetings, except as otherwise provided in the Constitution, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. Reasonable notice of meeting is provided under the "Tentative Schedule of Activities" paragraph located in the General Specifications section.

2.25 TO APPEAL ANY MEETING OR DECISION MADE

- 2.25.1 Persons are advised if they wish to appeal any meeting or decision made concerning this bid, they will need a record of the proceeding, and for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made, per Chapter 80-150, Laws of Florida. The City does not provide this verbatim record. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City 48 hours in advance of the meeting at (352)465-8500.

2.26 PRIORITY OF SPECIFICATIONS

- 2.26.1 In the event of conflicts or inconsistencies in the bid documents, priority will be given to the requirements in the Technical Specifications then to the General Specifications of the bid. Technical Specifications shall override the General Specifications and the General Specifications shall override the Bidding Instructions, Terms, and Conditions.

2.27 TIME EXTENSION OF BID

- 2.27.1 The City Council, Dunnellon, Florida, reserves the option to extend the time period of the bid, including all terms and conditions of the bid documents. Such time extension will be by mutual agreement in writing.

3 ADDITIONAL INSTRUCTIONS - CONSTRUCTION PROJECTS

3.1 DEFINITIONS

Whenever used in these bidding documents, Contract, or in any documents or instruments pertaining to the activity where these specifications govern the following terms are used, the intent and meaning will be interpreted as follows:

3.1.1 Bid Bond

A "Bid Bond" is a form of bid security executed by the Bidder as principal and by a surety to guarantee that the Bidder will enter into a contract within the specified time and furnish any required Performance and Payment Bond(s).

3.1.2 Engineer

Where the word "Engineer" appears in these specifications, it refers to the City Engineer or his authorized representative.

3.1.3 Equipment

All machinery together with the necessary supplies for upkeep and maintenance and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

3.1.4 Owner

The project is owned by the City of Dunnellon, Florida with whom the Contract will be made. Where the word "Owner" appears in these specifications, it refers to the authorized representative of the City. Bids and all subsequent communications between the Owner and the Contractor will be delivered to the City.

3.1.5 Performance and Payment Bond

A "Performance and Payment Bond" is a bond executed by the Contractor/Vendor and by a surety to guarantee that the Contractor/Vendor will perform, in good faith, the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying labor or materials for the work.

3.1.6 Plans

The drawings, if any, or reproductions thereof, prepared by the Engineer, which show the locations, character, dimensions and details of the work to be done. All working drawings submitted by the Contractor and approved by the Engineer become part of the Plans.

3.1.7 Subcontractor

Any individual, partnership or corporation supplying labor, or materials, for work under a subcontract to the Contractor, or the site of the project.

3.1.8 Subcontracting

The Contractor may subcontract those portions of the work which are specialized in character and which, under contracting practices, are performed by specialty subcontractors. The Contractor will obtain written approval from the Owner for any and all subcontractors and that portion of the work that they will subcontract. The Contractor will be fully responsible to the Owner for the acts and omissions of his subcontractors and there will be no contractual relation between any subcontractor and the Owner.

3.1.9 Supplemental Agreement

A written proposal and acceptance executed by the Owner and the Contractor, with the consent of the Contractor's Surety, covering the performance of work not included in the original Contract which is necessary to the proper completion of the project, or covering changes, additions or reductions in the work or in the materials or methods to be used of a magnitude greater than may properly be covered by a Change Order.

3.1.10 Surety

"Surety" is an organization which, for a consideration, promises in writing to make good the debt or default of the Contractor/Vendor.

3.1.11 Work

All work including the furnishing of materials, tools, equipment, incidentals, etc., to be performed by the Contractor under the terms of the Contract, Plans and Specifications.

3.2 **EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 3.2.1 The Bidder is required to examine carefully the site of the work and the plans and other bid documents for the work contemplated, and it will be assumed that the Bidder has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the plans and other contract documents. The Bidder must inform himself fully of the conditions under which the work is to be performed in relation to both construction and labor conditions; failure to do so will not relieve a Successful Bidder of his obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in his Bid

3.3 **GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT**

- 3.3.1 A performance and payment bond satisfactory to the Owner, on the form attached to the contract portion of this document, in an amount not less than the one hundred (100) percent of the total bid amount will be required of the successful Bidder to guarantee that he will deliver a completed project under his contract in strict accordance with the Contract Documents. The surety company issuing the bond must be acceptable to the City as specified in this document. It guarantees the Bidder will pay promptly all persons supplying him with labor or materials for the work. It further guarantees he will repair or replace for a period of two (2) years after first acceptance by the City all work performed or furnished according to the terms of the Contract, and make good any such defects, thereof, which have become apparent before the expiration of said period of two (2) years. The Successful Bidder will deliver the completed bond to the Owner with the executed Contract as required with name and telephone number of agent for Surety Company. It is further required that time on the bond must not expire until final acceptance by the City of Dunnellon, after the two-year maintenance period.

3.4 **POWER OF ATTORNEY**

- 3.4.1 Attorneys-in-fact, who signs bid bonds or performance and payment bonds (if required), must file with such bonds, a certified copy of their authority to sign such bonds.
- 3.4.2 Attorneys-in-fact must place name, address, and telephone number on this certification.

3.5 SURETY COMPANIES ACCEPTABLE TO CITY OF DUNNELLON

- 3.5.1 To be accepted to the City of Dunnellon as Surety for Bid, Payment, Performance, and Materials and Workmanship Bonds, a Surety shall comply with the following provisions:
 - 3.5.1.1 The surety must be registered and licensed to do business within the State of Florida.
 - 3.5.1.2 The Surety shall have been business and have a record of successful continuous operations for at least five (5) years.
 - 3.5.1.2.1 No compensation shall be made for providing Bonds as prescribed in this section.

3.6 EXECUTION OF CONTRACT

- 3.6.1 The Bidder, to whom the contract is awarded, will within ten (10) days after the date of the award execute and deliver to the City the contract, the performance and payment bond, satisfactory to the City of the authority of the person or persons executing the contract and the Certificate of Insurance. The above documents must be furnished, executed and delivered before the City will execute the contract. The contract will not be binding upon the City until the City has executed it and a copy of the fully executed contract is delivered to the Contractor.

3.7 NOTICE AND SERVICE THEREOF

- 3.7.1 All notices given by the City Manager, or the assigned representative, under the provisions of this contract will be in writing, and service of the same may be in either of the following manners:
 - 3.7.1.1 By delivery of such Notice to the Contract or to any officer of the Contractor if said Contractor is a corporation, or to any agent or superintendent of the Contractor.
 - 3.7.1.2 By mailing such notice by registered mail to the address of the Contract shown on the Contractor's bid.

3.8 TIME OF CONTRACT

- 3.8.1 The time given to complete this project is within 30 working days from receipt of the Notice to Proceed.
- 3.8.2 No forfeiture due to delay shall be made because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault of negligence of the contractor (including but not restricted to Acts of God or the public enemy, acts of the government, acts of the City, or acts or another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes or delays caused by the failure of the City or the owner of a utility to provide for removal or relocation of existing utility facilities). Any such delays shall not entitle the Contractor to any additional compensation. The sole remedy of the contractor shall be an extension of time obtained in accordance with this section.
- 3.8.3 The Contractor shall, within five days from the beginning of any such delay, submit to the City a Contract Change Order Request Form explaining the cause of delay, whereupon the City shall ascertain the facts and extent of the delay and extend the time for completing the work if, in his judgment, the findings of fact justify such and extension, and his findings of facts thereon shall be final and conclusive.

3.9 PAYMENTS

- 3.9.1 Upon receipt of an invoice from the Contractor and certification of the work done thus far, the City will pay to the Contractor ninety percent (90%) of the invoiced amount. Such payment will be considered only as a partial payment and not as part of the final payment to the contractor. The final payment and any part of the retained percentage will not become due and payable until the Contractor has furnished the City with satisfactory evidence that all labor, materials, outstanding claims and indebtedness of whatsoever nature arising out of the performance of the contract has been paid. Such final payment, however, will not serve as a release of the Contractor of his sureties from the required guarantee against defects in contract performance for not less than two (2) years from the date of acceptance of the work by the City. Upon expiration of the guarantee period and following a satisfactory re-inspection of the project, the City will in writing release the Contractor, his sureties, and all parties from all obligations.

3.10 PERMITS

- 3.10.1 Unless otherwise provided in the Bid Documents, the Contractor will secure a building permit (City permit fees to be waived), any other required permits, licenses and inspections necessary for the proper execution and completion of the work which is customarily secured prior to commencing work.

4 SCOPE OF SERVICES

4.1 SCOPE

4.1.1 The City of Dunnellon is accepting sealed bids for a qualified Florida licensed, registered to work within the city limits of Dunnellon and within Marion County, and insured contractor to install HURRICANE ROLL-DOWN SHUTTERS AND STORM PANELS on City of Dunnellon buildings as listed in the bid specifications.

4.1.2 Contractor shall furnish equipment, material (unless otherwise noted), and labor for the installation of hurricane shutters as specified herein below and in "Exhibit A" on all City of Dunnellon buildings. All materials shall be new and unused.

4.1.3 Contractor shall dispose of all debris associated with this bid and including the disposal of hazardous materials properly and according to State regulations. For the transportation of any hazardous materials, the contractor has the sole responsibility to be in current compliance with the Florida Department of Transportation (DOT) regulations, the Environmental Protection Agency (EPA) regulations, and other State and County regulatory and enforcement agencies.

4.1.4 Work schedule shall be Monday through Friday 7:30 A.M to 4:00 P.M. Contractor may work Saturdays and Sundays if pre-arranged with Streets and Roads Supervisor.

4.1.5 Contractor shall have 5 working days to submit all required documents pertaining to herein work (original insurance certificates, licensing, etc...).

1. Certificate of Insurance original endorsements effecting coverage required by this bid. List the City of Dunnellon as certificate holder.

2. Copy of City registration card (One can be obtained for all work commencing within City of Dunnellon City Limits by visiting City Hall. Call Community Development at 352-465-8500.

3. Copy of Business Tax Receipt must be current. If business resides within City of Dunnellon City limits call City Hall to obtain Business Tax Receipt at 352-465-8500.

4. Performance Bond

5. Other applicable documents/certifications as required by this bid.

4.1.6 Contractor shall have thirty (30) working days thereafter, after issuance of purchase order to complete all Scope of Service. An extension may be granted with penalty due to unforeseen events which inhibit contractor's normal operation at work site or emergencies (weather, medical, etc).

4.1.7 Contractor has the sole responsibility to contact the Public Services Department at 352-465-8590 to set up an appointment for inspection and measurements. Each contractor is must do so to ensure a proper fit with correct materials. Appointments shall be assigned.

4.1.8 Contractor shall provide a written guarantee on all work and materials installed if not so covered by manufacturer warranty. Guarantee shall provide for the replacement and/or repair of defective workmanship and materials, and shall be effective for one year from the date of completion of herein work.

4.1.9 Please affirm specifications are met in the bidders reply space or indicate any deviations from the specifications. Bidders are also required to submit a manufacturer's brochure for the hurricane shutters and roll-down/up doors, and related equipment needed for proper operation of the products. After installation is complete, contractor is to supply the manufacturer's manuals associated with all installations to the appropriate departments assuring each department has their own manuals.

4.1.10 Please reply in the space provided next to the specification/requirement.

1.		GE Lexan XL10SP Clear CAT-5 Storm Panels, delivery and installation labor.
2.		Manual, single-wall roll-down Shutters, white in color, delivery and installation labor.
3.		Clear storm panels and Roll-Down Shutters must be Miami-Dade, Florida Building code, NAMI approved with a minimum 140 mph wind-rating and UV protection on clear panels.
4.		Clear removable storm panels to be installed on four (4) City buildings: Police, Fire, Sewer Plant and Public Services. Roll-Down Shutters will also be installed on the four (4) front windows and (1) door of the Public Services building and two (2) front windows and one (1) door of the Police Department building.
5.		The contractor must inspect and determine correct measurements for an exact fit before ordering and installation.
6.		Clear storm panels shall be installed in accordance with the manufacturer's guidelines. Products shall include all hardware and materials necessary for a complete installation and removal when not in use.
7.		Roll-Down Shutters to have die-cast aluminum end caps and guide rails, and should require the least amount of maintenance with the longest life expectancy.
8.		Warranty shall be a <u>minimum</u> one (1) year commercial operation to cover entire product. It is understood, the Lexan warranty is a limited ten (10) year warranty. Warranty for the shutters must take into consideration the placement of the shutters and the conditions they will bear during all weather situations.
9.		Contractor shall repair and repaint any walls, sills, etc., damaged in the installation of panels and/or shutters at no additional cost to the City.
10.		Contractor shall remove and dispose of all debris as a result of installation of panels and shutters. Any resulting disposal fees may be included in the bid, but should be listed separately on the bid form where indicated.
11.		Contractor shall provide the speediest possible service to emergency calls for repairs to any of the shutters or storm panels installed. Authorization for emergency repairs to the shutters or storm panels may be ordered and authorized by the Streets and Roads Supervisor, Utilities' Supervisor, or the Director of Public Services and Utilities.
12.		The Streets and Roads Supervisor and any authorized City representative for the Fire Sewer and Police Departments shall inspect and accept or reject all work performed under the bid contract.

4.1.11 Please use the space provided below or attach separate sheet explanations for any deviations from or alternates to the bid specifications (Please use company letter head if any additional space other than provided is needed).

4.2 EFFECTIVENESS AND DURATION

4.2.1 The agreement(s) resulting from this solicitation will be a one-time purchase/term contract.

4.3 BID PRICE

4.3.1 The prices offered in this bid will remain firm during the period of the agreement.

4.4 AVAILABILITY OF FUNDS

4.4.1 The contractual obligations of the City under this agreement are contingent upon the availability of appropriate funds.

4.5 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

4.5.1 It is hereby made a part of this Invitation to Bid that the submission of any bid response to this request constitutes a bid made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the bidder and the governmental agency.

4.5.2 At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

4.5.3 Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

4.6 INTERPRETATION OF ESTIMATED QUANTITIES

4.6.1 The estimated quantities of work to be done and materials to be furnished under this bid are to be considered as approximate only and are to be used solely for the comparison of bids received. The City reserves the right to purchase any, all, or none of its requirements from Bidder(s) awarded the bid. The City does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith, nor will the Bidder plead misunderstanding or deception because of such estimates of quantities or of the character, location or other conditions pertaining to the work. Payment to the Successful Bidder/Contractor will be made only for the actual quantities of work performed and/or materials furnished in accordance with the bid documents, and it is understood that the quantities may be increased or diminished without in any way invalidating any of the unit or lump sum prices bid. The City does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith, nor will the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location or other conditions pertaining to the bid requirements. Payment to the Successful Bidder/Contractor will be made only for the actual quantities of work performed and/or materials furnished in accordance with the bid documents, and it is understood that the quantities may be increased or diminished without in any way invalidating any of the unit or lump sum prices bid.

4.7 COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC

4.7.1 The Successful Bidder must comply with all applicable federal, state and local laws guidelines, regulations, etc. This includes, but is not necessarily limited to, DOT, OSHA, EPA, and DEP.

4.8 ABBREVIATIONS

- 4.8.1 Whenever in these bid documents reference is made to any of codes, standards or requirements by abbreviation or name, it will be understood that the codes, standards, and requirements in effect on the date of the advertisement for bid will govern.

4.9 ORDERING OF SUPPLIES/SERVICES

- 4.9.1 Orders for items/services listed in this bid will be accomplished by an executed signed purchase order from the City, only. Departments/divisions are not authorized to commit the city to orders.
- 4.9.2 [A/R ord: Supplies/Services listed in this bid will be ordered on a periodic basis throughout the term of this agreement.]

4.10 INVOICING AND PAYMENT

- 4.10.1 No payment will be made for materials ordered or services performed without proper purchase order authorization.
- 4.10.2 Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order number referenced thereon. Invoices are to be mailed to the attention of the "Requisition BY" department/division indicated on the Purchase Order.

4.11 MATERIAL SAFETY DATA SHEETS

- 4.11.1 Successful Bidder(s) will be required to submit Material Safety Data Sheets (MSDS), in two sets with this bid, and with each order delivered if the material ordered falls under the Right-To-Know Act.

4.12 REFERENCES

- 4.12.1 Bidders will complete and return, with the Proposal Bid Form, a list of at least five (5) client/customer references including company name, contact person, and telephone number.
- 4.12.2 The List of References form provided in these bid documents should be used.
- 4.12.3 If the Bidder already has a preprinted list of references, then indicate on the City's List of References Form "See Attached List". Attach the preprinted list to the City's form and submit both with the Proposal Bid Form.

4.13 SITE VISIT

- 4.13.1 Site Visitation
- 4.13.1.1 The responsibility for determination of accurate measurements, the extent of work to be performed and the conditions surrounding the performance thereof shall be the Bidders. Submission of the bid shall constitute acknowledgment by the Bidder that he is familiar with all such conditions. The failure or neglect of a Bidder to familiarize himself with the site of the proposed project area shall in no way relieve him from any obligations with respect to his bid.

5 INSURANCE REQUIREMENTS SPECIFICATIONS

5.1 REQUIRED COVERAGES AND LIMITS

- 5.1.1 To assure that the bidder has the insurance specified, the bidder should fax this “Insurance Requirement Specifications” section, in its entirety, to their insurance agent(s) prior to submitting a bid. The insurance agent should review the insurance specified. The insurance agent should inform the bidder if the bidder does not meet the insurance requirements and provide the bidder with an estimated cost to secure the required insurance. The bidder should include the cost to secure additional insurance in their bid price. By submission of a bid to the City, the bidder has or agrees to obtain the insurance specified, if the bidder is awarded the bid.
- 5.1.2 Insurance Requirements for this bid are as follows
 - 5.1.2.1 Worker's Compensation: Statutory
 - 5.1.2.1.1 Please be advised that the Certificate of Exemption to be exempt from the Florida Workers’ Compensation Law pertains exclusively to those corporate officers identified by the certificates, therefore, the City will not accept Certificates of Exemption as proof of insurance. The Certificate of Exemption also states that the corporate officer electing exemption, “certify that any employee of the business named above (on the certificate) is covered by workers’ compensation insurance”. Further, pursuant to Chapter 440.10 (1) (a), (b) and (c), contractors who sublet any contract work to subcontractors “shall be liable for, and shall secure, the payment of compensation to all such employees, except to employees of a subcontractor who has secured such payment”.
 - 5.1.2.1.2 Before the City can issue a purchase order and authorize the successful bidder to proceed, the successful bidder must provide proof of insurance for any subcontractor, either by submitting a Certificate of Insurance indicating the successful bidder as the insured for workers’ compensation statutory limits coverage, or individual Certificates of Insurance from each subcontractor. Certificates of Exemption for these subcontractors will not be accepted in lieu of proof of coverage.
 - 5.1.2.2 General Liability: combined single limits of not less than \$1,000,000 per occurrence shall be provided and maintained by the Proposer.
 - 5.1.2.3 Business Auto Liability shall be provided by the Bidder with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.
- 5.1.3 All limits are per occurrence and must include Bodily Injury and Property Damage. An insurance carrier must issue all policies with a financial stability that is acceptable to the City.
- 5.1.4 All policies are to be considered primary to City coverage and shall not contain co-insurance provisions.
- 5.1.5 Policies other than Worker’s Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintains a Rating of “A” or better according to the A.M. Best Company. Policies for Worker’s Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57.

5.2 EXCEPTIONS

- 5.2.1 Any exceptions to the insurance requirements and limits must be noted as instructed herein.

5.3 CITY AS ADDITIONAL INSURED

- 5.3.1 The appropriate policies are to be endorsed to include the City of Dunnellon as Additional Insured.

5.4 CANCELLATION CLAUSE

- 5.4.1 In the cancellation clause of the Certificate of Insurance the words "ENDEAVOR TO" and "BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE" shall be excluded and the number "30" inserted in the blank space provided before the words "days prior notice"....

5.5 CERTIFICATE OF INSURANCE

- 5.5.1 The successful bidder will be required to provide within five (5) days after Notice of Award, to the City Manager, a Certificate of Insurance demonstrating that the successful bidder is carrying sufficient insurance at the established limits below.
- 5.5.2 The City Manager shall review certificate of Insurance, for determination of adequate coverage. Services will not be ordered or officially commenced until the Certificate has been received and approved by the City Manager.

5.6 REVIEW AND APPROVAL BY CITY MANAGER

- 5.6.1 The City Manager shall review certificate of Insurance, for determination of adequate coverage.
- 5.6.2 Item/Service will not be ordered until Certificate has been received and approved by the City Manager.

5.7 INDEMNIFICATION

- 5.7.1 The successful bidder shall indemnify and save the City harmless from and against all liability claims for damages, and suits for injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with the services provided for in this agreement. This agreement by the successful bidder to indemnify and hold the City harmless shall include all charges, expenses and costs, including attorney's fees, incurred by the City on account of or by reason of such injuries, damages, liability, claims, suits or losses on damages growing out of same.

Date: _____

1. From: Dawn Bowne @ City of Dunnellon

1. Ocala Star Banner, Citrus County Chronicle, Riverland News; et. al.

Attn: Legal Dept.

Please provide a quote for the following:

Please place the following ad in your paper on Sunday, September 11, 2011 and provide proof prior to publication.

I will need an original proof of publication for our files.

**INVITATION TO BID
HURRICANE ROLL-DOWN SHUTTERS & STORM PANELS
Bid #2011-04**

The City of Dunnellon is accepting sealed bids from a qualified Florida licensed and insured contractor to install hurricane wind loaded rated manual roll-down shutters on two (2) City buildings and GE Lexan XL10SP Clear Storm Panels on four (4) City buildings as per bid specifications.

Hurricane wind load speeds shall be guaranteed minimum 140 mph and Miami-Dade approved.

The bid should include the price of materials, labor, electrical and disposal of all removed debris.

The bids shall be submitted in a sealed envelope and clearly marked "BID 2011-04 HURRICANE ROLL-DOWN SHUTTERS & STORM PANELS" and addressed to the attention of the City Clerk, 20750 River Dr, Dunnellon, FL 34431. Bids shall be accepted until 2:00 PM, October 3, 2011 at which time they shall be opened and read aloud. The City of Dunnellon reserves the right to accept or reject any bid for any reason.

For further information, bidders should contact Public Services at (352)465-8590. Specifications can also be obtained by referring to the City's website at www.dunnellon.org under services and information tab.

PROPOSAL BID FORM

BID NO. 2011-04

HURRICANE ROLL-DOWN SHUTTERS & STORM PANELS

To:
CITY OF DUNNELLON
20750 River Drive
Dunnellon, FL 34431

The undersigned hereby declares that after carefully examining these bid documents the undersigned is fully aware of all conditions affecting such work/items for which bids were advertised to be returned by 2:00 p.m. on October 3, 2011, and hereby submits the following bid for completion of said work/item

QTY	DESCRIPTION	MANUFTG ITEM #	VENDOR PART #	UNIT PRICE	TOTAL
	<i>GE Lexan XL10SP Clear Storm Panels, including delivery and installation labor</i>			\$	\$
	<i>Manual Roll-Down Hurricane Shutters, including deliver and installation labor</i>			\$	\$
				\$	\$
	SUBTOTAL				\$
	ELECTRICAL FEES			\$	\$
	REMOVAL/DISPOSAL FEES			\$	\$
	(Contract Sum) TOTAL BID				\$

**FOR THIS BID TO BE CONSIDERED VALID
IT IS MANDATORY THAT THE BID BE SIGNED
IN THE SPACE PROVIDED BELOW**

The Bidder hereby acknowledges receipt of the following Addenda, if any:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

Work Will Be Completed Within/By _____ or _____ cal days or
[/ /] From Date Vendor Receives Official Purchase Order. _____
(initial here)

As requested in the Bidding Instructions, Terms and Conditions section, attached are two duplicate copies of the original Proposal Bid Form and ALL attachments. ☐ yes ☐ no (check one)

Attached, as required in the General Specifications section, is the List of References. ☐ yes ☐ no (check one)

The City reserves the right to accept any or all bids, to waive informalities, and to reject all or any part of any bid as they may deem to be in the best interest of the City.

This Proposal Bid Form is a mandatory form to ease bid tabulation and analysis; however, additional supportive forms can accompany it. An officer or representative who has official authorization to sign bids **MUST** sign this Proposal Bid Form. Failure to sign in the space provided below will result in the bid being rejected.

Bids not received by advertised due date and time (see Bidding Instruction Terms and Conditions section) will be returned to the sender unopened.

Company Name _____
F.E.I.N or S.S. # _____

Name of Owner/Partner/Officer (Print) _____
Title/Position of Owner/Partner/Officer (Print) _____

Signature of Owner/Partner/Officer _____

Business Telephone _____

Fax Telephone _____

Email Address _____

Business Address _____

City/State/Zip _____

Mailing Address _____

City/State/Zip _____

Address To Send PO _____

City/State/Zip _____

Remittance Address _____

City/State/Zip _____

LIST OF REFERENCES

BID NO: 2011-04

HURRICANE ROLL-DOWN SHUTTERS & STORM PANELS

As per the General Specifications Section, below is a list of at least five (5) client/customer references including company name, contact person, and telephone number. (Note: only list those clients/customers in which a similar type of equipment/product or scope of work/service was provided)

1	Company Name:			
	Address:			
	C/S/Z			
	Bus Phone:		Contact Person:	

2	Company Name:			
	Address:			
	C/S/Z			
	Bus Phone:		Contact Person:	

3	Company Name:			
	Address:			
	C/S/Z			
	Bus Phone:		Contact Person:	

4	Company Name:			
	Address:			
	C/S/Z			
	Bus Phone:		Contact Person:	

5	Company Name:			
	Address:			
	C/S/Z			
	Bus Phone:		Contact Person:	

RETURN THIS FORM WITH THE PROPOSAL BID FORM

Company Name: _____

DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS

Name of Firm Submitting Bid

(Printed or Typed)

Name of Person Submitting Bid

(Printed or Typed)

Please list all Subcontractors, Sub-consultants, and Suppliers to be used in connection with performance of the Contract. (Use additional pages, if necessary):

Company Name: _____

Address: _____

Company Name: _____

Address: _____

Company Name: _____

Address: _____

Company Name: _____

Address: _____

Company Name: _____

Address: _____

RETURN THIS FORM WITH THE PROPOSAL BID FORM

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that:

(print or type name of firm) _____

publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

State of: _____

Authorized Signature

Date Signed

County of: _____

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

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires: _____

CONTRACT
BID NO: 2011-04
HURRICANE ROLL-DOWN SHUTTERS & STORM PANELS

THIS AGREEMENT, made and concluded this ____ day of _____, 20 __, by
and between the City of Dunnellon, hereinafter generally called the CITY, and

(Contractor)

(Address, c/s/z)

hereinafter generally called the CONTRACTOR.

WITNESSETH, that for and in consideration of the payments and agreements to be made and performed by the OWNER, CONTRACTOR, at its own cost and expense and with skill and diligence, will construct and complete all work included in Bid No: 2011-, entitled:

HURRICANE SHUTTERS

in accordance with attached Contract Documents, and in full compliance with this Agreement.

And the CONTRACTOR agrees to receive the prices stated in the Proposal Bid Form attached in full compensation for furnishing material and labor in moving materials and executing all the work contemplated in this Contract; the CONTRACTOR, for such consideration, shall be responsible for and hereby does indemnify CITY from and against any and all loss or damage, including attorney's fees and costs, arising out of the performance of the work aforesaid or from any action of elements; of every description encountered in connection with the work, and furnishing the materials.

The work on the site is to be commenced when directed in writing by the CITY or authorized representative, and to be diligently prosecuted to completion within 30 working days from receipt of notice to proceed.

To prevent all disputes and litigations, it is agreed by and between the parties to this Contract that the CITY shall in all cases determine the quality and quantity of the several kinds of work and materials which are to be paid for under this Contract, and shall determine all questions in relation to lines, levels and dimensions of the work, and as to the interpretation of the requirements and specifications.

Payment shall be made in accordance with provisions as outlined elsewhere in these specifications.

The Contract Documents shall consist of this Contract and the following:

- Bid Announcement
- Formal Bid Document
- Drawings/Plans
- Addendums
- Proposal Bid Form (as submitted by the bidder)
- Payment & Performance Bond (if required by the bid document)

This Agreement, together with these documents, forms the contract, and they are as fully a part of the contract as if hereto attached or herein repeated.

The CONTRACTOR and the CITY for themselves, their heirs, executors, administrators, successors, and assigns, hereby agree to the full performance of the covenants herein contained.

Independent Contractor: In the performance of this Agreement the CONTRACTOR will be acting in the capacity of an “independent contractor” and not as an agent, employee, partner, joint venturer, or associate of the CITY. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this Agreement.

City Responsibility: The CITY will notify the CONTRACTOR within thirty (30) calendar days of any change.

Default/Termination: In the event the CONTRACTOR fails to comply with any of the provisions of this Agreement, the CITY may terminate this Agreement for cause by first notifying the CONTRACTOR in writing, specifying the nature of the default and providing the CONTRACTOR with a reasonable period of time in which to rectify such default.

In the event the default is not cured within the period given, the CITY thereafter may terminate this Agreement upon written notice to the CONTRACTOR without prejudice to the CITY in terms of any right or for cause, the CITY will be responsible for compensation to the CONTRACTOR for services performed and expenses incurred prior to the terminate date.

The CITY may terminate this Agreement without cause providing at least thirty (30) days written notice to the CONTRACTOR. In the event of termination of this Agreement without cause, the CITY will compensate the CONTRACTOR for all services timely performed and expenses incurred pursuant to this Agreement up to the date of termination.

Timely Performance: All work will commence upon authorization from the CITY’S representative. All work will proceed in a timely manner without delays. Provided however, the CONTRACTOR shall not be liable for delays in performance that are caused in whole or in part by the CITY, third parties over which the CONTRACTOR does not have the legal right to control or forces de majeure. The period of performance shall be extended by the period of delay contemplated herein.

Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

CONTRACTOR’S Representation: In order to induce THE CITY to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract and Bid Documents and other related data.
- B. CONTRACTOR has visited the sites and become familiar with and is satisfied as to the general, local and sites’ conditions that may affect cost, progress, and performance of THE PROJECT.
- C. CONTRACTOR guarantees all parts supplied in conjunction with the services to be rendered are genuine, standard new stock products specifically designed and manufactured for use with original equipment, and are identical in all respects to original equipment manufacturer’s replacement parts; also that no part shall be substituted contrary to the manufacturer’s recommendation. Every replacement part delivered shall be guaranteed

against faulty material and workmanship in accordance with the manufacturer's standard warranty. Any faulty part shall be immediately replaced by the CONTRACTOR without any cost to the CITY.

D. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of THE PROJECT.

E. CONTRACTOR has carefully studied all drawings and documents provided (if any) pertaining to THE PROJECT sites.

F. CONTRACTOR has carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the sites which may affect cost, progress, or performance of THE PROJECT or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract and/or Bid Documents to be employed by the CONTRACTOR, and safety precautions and programs incident hereto.

G. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of THE PROJECT at the Contract Price, within the Contract Terms, and in accordance with the other terms and conditions of the Contract Documents.

H. CONTRACTOR is aware of the general nature of THE PROJECT to be performed by the CITY and others at the sites that relate to THE PROJECT as indicated in the Contract Documents.

I. CONTRACTOR has correlated the information known to the CONTRACTOR, information and observations obtained from visits to the sites, reports, and drawings, (if any) identified in the Contract Documents, and the written resolution thereof by Issuing Office is acceptable to the CONTRACTOR.

J. CONTRACTOR has given Issuing Office written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by Issuing Office is acceptable to CONTRACTOR.

K. Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of THE PROJECT.

L. CONTRACTOR will provide a list of at least five (5) references to include name, address, telephone number, date of service, and brief job description.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF THEY HAVE EXECUTED THIS AGREEMENT:

City of Dunnellon

Attest:

Owner:

(Signature)

(Name, Written or Typed)

(Title, Written or Typed)

Contractor

Attest:

AFFIX CORPORATE SEAL

Officer:

(Signature)

(Name, Written or Typed)

(Title, Written or Typed)

TOTAL CONTRACT AMOUNT: \$_____ \$_____

(Total Amount Written in Words)

PERFORMANCE AND PAYMENT BOND
BID NO: 2011-04
HURRICANE ROLL-DOWN SHUTTERS & STORM PANELS

KNOW ALL MEN BY THESE PRESENTS, that _____, Florida, hereinafter referred to as the CONTRACTOR, as Principal, and _____, State of Florida, hereinafter called SURETY, as Surety, are held and firmly bound unto the City of Dunnellon, A Political Subdivision of Marion County, State of Florida, as obligee in the full and just sum of _____ DOLLARS, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the CONTRACTOR and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has entered into a certain written Contract with the "CITY" dated the _____ for Bid No. 2011-04 entitled, HURRICANE ROLL-DOWN SHUTTERS & STORM PANELS, with the conditions and provisions as are further described in the aforementioned contract, which contract is by reference made a part hereof for the purpose of explaining this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if Contractor shall fully, promptly and faithfully perform said contract and all obligations hereunder, including all obligations imposed by the contract documents (which include the Notice to Bidders, Instructions to Bidders, Proposal Bid Form, General Specifications and Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications, and such alterations thereof as may be made as provided for therein) and shall promptly make payments to all claimants for any and all labor and material used or reasonably required for use or furnished in connection with the performance of said contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise, it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said Owner against and from all costs, expenses and damages, including litigation costs and attorney's fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Contractor, his agents, servants or employees in the execution or performance of said contract.

2. The undersigned shall promptly make payment to all persons supplying services, labor, material or supplies used directly or indirectly by said Contractor, or any subcontractor or subcontractors, in the prosecution of the work provided for in said contract.

3. The undersigned agree to promptly pay to the Owner any difference between the sum to which the Contractor would be entitled on the completion of the contract and the sum which the Owner may be obligated to pay for the completion of said work by contract or otherwise, including any damages, direct or indirect, or consequential, which the Owner may sustain by reason of the failure of the Contractor to properly and promptly perform and abide by all of the provisions of said contract.

4. The undersigned covenant and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under, or the

specifications accompanying the same shall in any way affect their obligation on this bond and they do hereby expressly waive notice of any such change, extension of time, alteration or addition.

5. Subject to the Owner's priority, any claimant furnishing labor or materials for said job, whose claim remains unpaid for more than ninety (90) days after the due date, shall have a direct right of action against the Principal and Surety under this obligation, after the written notice of the performance of work, labor or delivery of such materials and non-payment thereof to the Contract.

6. The Contractor shall save the City harmless from any and all damages, expenses and costs which may arise by virtue of any defects in said work or materials within a period of two years from the date of initial acceptance. The principle and surety acknowledges that Section 255.05 of the Florida Statutes states:

Any person entering into a formal contract with the state or any county, city, or political subdivision thereof, or other public authority for the construction of any public building, for the prosecution and completion of any public work, or for repairs upon any public building or public work shall be required, before commencing the work, to execute a payment and performance bond with a surety insurer authorized to do business in this state as surety.

A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with a notice that he intends to look to the bond for protection.

A claimant who is not in privity with the contractor who has not received payment for his labor, materials, or supplies shall, within 90 days after the performance of the labor or after complete delivery of the materials or supplies, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given.

No action shall be instituted against the contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies.

The payment provisions of all bonds furnished for public work contracts described above shall, regardless of form, be construed and deemed statutory bond provisions, subject to all requirements as stated above.

All bonds executed pursuant to this section shall refer to this section by number, and shall contain reference to the notice and time limitation provisions of this section.

The above statutory requirement language shall not reduce or otherwise limit the contractor's and surety's liabilities and obligations to the City as otherwise provided herein.

NO BID RESPONSE FORM
BID NO: 2011-04
HURRICANE ROLL-DOWN SHUTTERS & STORM PANELS

To: City Clerk
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431

The undersigned hereby declares that after examining the Bid Documents for which bids were advertised to be returned by 2:00 p.m., Monday, October 3, 2011, does hereby submit a "No Bid". Our reasons(s) for not bidding are as follows:

- ☐ Specifications are too restrictive (please explain below)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear (please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of product or equivalent
- ☐ Our production schedule would not permit us to perform
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below)

Remarks:

We understand that this "No Bid" **must be received by the City by the advertised due date and time** (see Bidding Instruction Terms & Conditions section) in order to be recorded as a responding bidder and that repeated failures to bid without sufficient justification will be cause for removal from the bid list. "NO BIDS" not received by advertised time and day will be returned to the sender unopened.

To ease and facilitate handling, the attached blue return label has been provided. Proper marking of sealed bid envelopes will insure proper identification of your "NO BID". In the absence of this label, please indicate on the lower left hand corner of your bid envelope the bid number, the bid due date and time, and "NO BID".

Company Name _____
Officer's Name & Title (Print) _____
Signature of Officer Ξ _____
Address _____
City/State/Zip _____
Business/Fax Telephone _____ - _____ - _____ / _____ - _____ - _____