

INVITATION TO BID



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

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| Bid Title: Fire Rescue Metal Building | |
| Bid Number: NC20-014 | |
| Requesting Department: Facilities Maintenance Department | Bid Contact: Grayson Hagins, Contract/Purchasing Manager |
| Contact Address 96135 Nassau Place, Suite 2 Yulee, Florida 32097 | Contact Information 904-530-6040 Email: ghagins@nassaucountyfl.com |
| Bid Due Date or Closing Date/Time: Wednesday, May 20, 2020 @ 4:00 PM | Bid Opening Date/Time: Friday, May 22, 2020 @ 4:00 PM |
| Location to Mail Bid: John A. Crawford, Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, FL 32097 | |

In accordance with the intent and content of this Invitation to Bid (ITB), we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's bidder list, or other remedies available to the County under the laws of the State of Florida.

| | | |
|--|------------|-----------------|
| Legal Name of Bidder: | | |
| Business Address | | |
| Phone Number | Fax Number | E-Mail Address: |
| Vendor's Florida License Number (as applicable): | | |
| Authorized Signature (manual) | | Date: |
| Printed Signature: | | Title: |

General Instructions/Declarations

1. Bids will be opened by a representative of the Clerk's Office at the Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097, on the appropriate date and time as shown above. Bid results will be available pursuant to Fla. Stat. §119.071(b).
2. Bids must be SUBMITTED ON THE FORM FURNISHED BY THE COUNTY and in accordance with specifications and list of quantities desired.
3. Page One must be completed and submitted as the top sheet of your bid response.
4. It is the intent and purpose of Nassau County that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Contract Management Office at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Contract Management Office not later than seven (7) calendar days prior to the bid closing date.
5. **THERE WILL NOT BE A NON-MANDATORY PRE-BID CONFERENCE FOR THIS BID (see A18).**

(THIS PAGE MUST BE RETURNED WITH YOUR BID)

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SECTION A. INSTRUCTIONS TO BIDDER

- A1. Bidders are expected to examine this bid forms, specifications, attached drawings, if any, and all instructions. Failure to do so will be at the Bidder's risk.
- A2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- A3. **Definitions:** The term "County" means the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
- A4. **Bid Price Sheet:** Each bidder shall furnish the information required on the Bid Price Sheet, Attachment "B", and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format may be disqualified.
- A5. **Bid Submittal:** All bids must be submitted in a sealed envelope, plainly marked on the outside with the invitation to bid name, bid number, date and time of opening, vendor's name and return address.

Submit your bid as follows: **One (1) original** must be submitted. Include the bid cover page, and bid section on which the instructions require return with the bid, any page where the bidder has taken exception(s), the duly designated "Bid Price Sheet", and any supporting documentation or literature being submitted in support of your bid.

It is the bidder's responsibility to assure that Bids are received in the office of John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Suite 456, Yulee, Florida 32097, on or before the date and time specified on page one of this Invitation to Bid. No Electronic or facsimile bids will be considered. Bids received after the date and time specified will be rejected and returned unopened.

ALL BIDS MUST BE MAILED. The sealed envelope containing the bid must be enclosed in another envelope addressed to Nassau County Board of County Commissioners, C/O John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Suite 456, Yulee, FL 32097.

IN PERSON DELIVERIES WILL NOT BE ACCEPTED.

- A6. **Bid Opening:** Bids will be opened at the office of the Clerk on the date and time specified on page one of this Invitation to Bid at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida.
- A7. **Effective July 1, 2012 – Amendments to Public Meetings and Public Records Laws for Government Contracting:** Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the Board provides a notice of intended decision or 30 days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the "competitive negotiation" process at which a vendor makes an oral presentation or answers questions as part of the "competitive solicitation" process are exempt from public meeting requirements until the Board provides notice of an intended decision or until 30 days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids, proposals or final replies.

Please refer to Florida Statutes Chapter 119.071, Chapter 255.0518 and Chapter 286.0113 for further details.

- A8. Bid Withdrawal/Modification:** Bids may not be withdrawn for a period of ninety (90) days after the bid opening date. However, bids may be withdrawn or modified anytime before the bid opening. A bidder may withdraw their bid or make a modification without prejudice to themselves, not later than the day and hour set for opening the bids, by communicating their purpose in writing to the County and their bid will be returned to them unopened.
- A9.** Bidders' attention is specifically called to the terms and conditions of this solicitation. Bidders without exception will be solely responsible for all aspects of the terms, conditions and special provisions of this solicitation.
- A10. Lump Sum/Unit Price Accuracy:** Please check your pricing before submitting your bid, as no change in prices will be allowed after the bid opening. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct blatant unit price or extended amount errors.
- A11. Proper Signatures:** Failure to sign the Bidder Declaration/Acknowledgement may result in a disqualification of your bid. **Please be sure your bid is signed.**
- A12. Limitations on Liability:** Bidders are advised that the County will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by them without any limitations as to dollar amount. The County will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid or the resulting contract will be considered unresponsive and the bidder non-responsible and as such, the bid will not be accepted by the County.
- A13. Questions:** Questions relative to interpretation of specifications or any aspect of the solicitation process shall be received through written, email or fax inquiries directed to the contact name listed on page one no later than seven (7) calendar days prior to the bid closing date. Questions of sufficient general interest will be formatted by the Contract Management Office and issued to all interested parties in the form of an addendum. Oral answers by any member of the requesting department will not be authorized and the County will not entertain any protests based on a verbal instruction.
- A14. Addenda:** It will be the responsibility of the bidder to contact the County prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return an executed addenda acknowledgement form with their bid (Attachment "D"). Failure to comply may result in disqualification of

your submittal. County will not consider requests to reopen a bid as a result of the failure of the bidder to secure addenda.

A15. Insurance: Bidder shall include in their bid package a copy of their current insurance coverage certification. The successful bidder will be required to provide the minimum insurance requirements found in *General Information and Minimum Insurance Requirements Form*, attached hereto as Exhibit "2".

A16. Bidders are requested to refrain from contacting the requesting/evaluating Departments or Divisions during the bid process. **ANY QUESTIONS FROM BIDDERS OR EVALUATING DEPARTMENTS OR DIVISIONS MUST BE ADDRESSED TO THE CONTRACT MANAGEMENT OFFICE.**

A17. Bid Check List: Bidders are cautioned to please check their bid very carefully, using the following check list of forms to be submitted:

_____ Invitation to Bid cover page signed

_____ Bid Price Sheet (Attachment "B")

_____ Addendum Acknowledgement (Attachment "D")

_____ Public Entity Crimes Sworn Statement (Attachment "E"), signed and notarized

_____ Experience of Bidder (Attachment "F")

_____ Drug Free Workplace (Attachment "G"), signed and notarized

_____ Proof of current Insurance Certificate

A18. PRE-BID MEETING: THERE WILL NOT BE A NON-MANDATORY PRE-BID MEETING

Location: N/A

Time: N/A

- Requests for site visits must come through Contract Management and be approved by the Facilities Maintenance Department.

A19. Bid Bond (If Applicable): **NOT APPLICABLE FOR THIS PROJECT** Each bid must be accompanied by a Bid Bond payable to the Owner for five percent (5%) of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three (3) lowest responsible bidders. When award is made, the bonds of the two remaining unsuccessful bidders will be returned. The Bid Bond of the successful bidder will be retained until the Payment Bond and the Performance Bond have been executed and approved, after which the Bid Bond will be returned. A certified check may be used in lieu of a Bid Bond.

A20. Performance/Payment Bond (If Applicable): **NOT APPLICABLE FOR THIS PROJECT** If awarded a Contract, the successful bidder, within ten (10) calendar days of contract execution, must provide an

acceptable Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the Contract, with a corporate surety, for the faithful performance of the work outlined in Attachment "A" – Technical specifications/Scope of Work.

SECTION B. GENERAL PROVISIONS

B1. Terms & Conditions: Bidder proposes and agrees, if this bid is accepted, to enter into a Contract with Nassau County Board of County Commissioners, to perform and furnish all goods and services specified or indicated in the Contract Documents for the agreed price and within the agreed time indicated in this Bid, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid. A SAMPLE Contract, attached hereto as Exhibit "1" and made a part hereof, and the county reserves the right to change, revise or modify this Contract in its entirety or any part thereof prior to obtaining execution by all parties. The successful bidder(s) shall execute and return to the County within ten (10) days after receipt all contractual documents, performance and payment bonds (if applicable), insurance certificates and any other documents, required by this bid. No Contract shall be considered binding upon the County until it has been properly executed by all parties.

B2. Receiving/Payment/Invoicing: The County shall pay all vendors within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until goods/services, have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of invoice with the Contract Number referenced thereon and mailed to the address provided by the Facilities Maintenance Department. Payment in advance of receipt of goods/services by the County will not be made.

Invoice submitted shall be in sufficient detail as to item, service, quantity and price in order for the County to verify compliance with accepted bid proposal.

B3. Acceptance of Goods/Services: Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet bid specifications and conditions. Should the goods/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

B4. Taxes: Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. Please refrain from including taxes in any billing or invoicing.

B5. Independent Pricing: By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- (a) The prices in this bid have been arrived at independently, without consultation, communication, collusion or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.

- (b) 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 offeror or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

B6. Conflict of Interest: All bidders must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the County. Further, all bidders must disclose the name of any Nassau County officer, or employee who owns, directly or indirectly an interest of ten (10%) percent or more of the bidder's firm or any of its branches. Failure to disclose in this manner will result in disqualification of your bid or cancellation of work. The County will seek damages for recoupment of losses in having to re-bid or re-assign.

B7. Additional Terms and Conditions: No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation and contract documents are the only conditions applicable to this bid and the bidders authorized affixed to the bid signature section attests to this.

B8. Public Records Requirement: The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-5250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the vendor shall:

- a) Keep and maintain public records required by the public agency to perform the service.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If a vendor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

- B9. Public Entities Crimes:** 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 vendor, supplier, sub-vendor, 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, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The sworn statement form for Public Entities Crimes under section 287.133(3)(a), Florida Statutes, Attachment "E", must be submitted with the bid.
- B10. Debarred Vendors:** The County reserves the right to withhold award, rescind award or forego award to any bidder or bidder who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be County's sole determination as to the desirability of contracting with a bidder who has been barred from doing business with any public entity.
- B11. Equal Opportunity:** The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.
- B12. Other Entity Use:** All Bidders/Proposers submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid/proposal.

This Contract in no way restricts or interferes with the right of any governmental agency to re-bid any or all items.

SECTION C. SPECIAL PROVISIONS

- C1. Minimum Standard:** Specifications listed herein describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate any vendor from submitting a bid.
- C2. Existing Permits and Identification Numbers:** Any and all permits, state licenses and/or Dept. of Environmental Protection identification numbers are to be available for review upon request.
- C3. Experience of Bidder:** Bidder must be a provider currently doing business with the general public, currently servicing a minimum of three (3) commercial accounts equal in size and scope to this bid and be properly licensed to do business in the State of Florida. Bidder, under their current business name, must also have a minimum of one (1) consecutive year of verifiable experience servicing commercial accounts equal in size and scope to this project. Bidder must complete the Experience of Bidder form, Attachment "F", and return with bid.

C4. Additional Information: The County reserves the right to request any additional information needed for clarification from any bidder/proposer for evaluation purposes.

C5. Attachments/Exhibits: All attachments and exhibits are made an essential part of this bid.

Attachment A – Technical Specifications/Scope of Services
Attachment B – Bid Price Sheet
Attachment C - Statement of “No Bid”
Attachment D - Addenda Acknowledgement
Attachment E – Public Entities Crimes
Attachment F - Experience of Bidder
Attachment G – Drug Free Workplace Certificate
Exhibit 1 – Sample Contract
Exhibit 2 – General Information and Insurance Requirements

If you choose not to bid on this Invitation to Bid, please complete and return Attachment “C” prior to the bid opening.

Insurance Requirements must be provided by the successful bidder as required.

SECTION D. AWARD OR REJECTION OF BIDS

D1. Award of Contract: Award will be made to the responsible bidder most responsive to the solicitation with the lowest bid meeting specifications.

D2. Right to Reject: The County reserves the right to reject any or all bids, with or without cause, without recourse, to waive technicalities or to accept the bid which in its judgment best serves the interest of the County. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or borne by the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whose investigation shows is not in a position to perform the contract.

D3. The Contract: The County will provide a contract for the successful bidders’ execution.

D4. Placing of Orders: The award of this bid does not constitute an order or a Notice to Proceed. Before any services can be performed, the successful bidder must receive written or oral notification from the County.

D5. Best Prices: Award will be made without further negotiation based upon competitive bids; therefore, your best price should be submitted in response to this Invitation to bid.

D6. State Contract Pricing/Piggyback Other Entities: At the time of the evaluation, a comparison may be made between the bids received and the State Contract pricing or solicitation and award by other Governmental Entities for the same item/service. The award will be based on what is in the best interest of the County.