



**CITY COUNCIL REGULAR MEETING AGENDA
JUNE 24, 2024
6:00 P.M.
COUNCIL CHAMBERS**

The Public is invited to view our meetings on the City of Crestview Live stream at <https://www.cityofcrestview.org> or the City of Crestview Facebook Page.

- 1. Call to Order**
- 2. Invocation, Pledge of Allegiance**
 - 2.1. Pastor Drew Brassfield of Destiny Worship Center
- 3. Open Policy Making and Legislative Session**
- 4. Approve Agenda**
- 5. Presentations and Reports**
 - 5.1. Recognition of the City of Niceville
- 6. Consent Agenda**
 - 6.1. Approval of City Council Regular Meeting Minutes of June 10, 2024
 - 6.2. MOU - Harrisburg Phase II, III, and IV
- 7. Public Hearings / Ordinances on Second Reading**
 - 7.1. Ordinance 1970 - 1126 N. Ferdon Annexation
 - 7.2. Ordinance 1971 - 1126 N. Ferdon Comprehensive Plan Amendment
 - 7.3. Ordinance 1972 - 1126 N. Ferdon Rezoning
- 8. Ordinances on First Reading**
- 9. Resolutions**
 - 9.1. Resolution 2024-7, Budget Amendment for FY24
- 10. Action Items**
 - 10.1. Fencing Services for Facilities and Special Projects
 - 10.2. Request to Spend Forfeiture Funds
 - 10.3. Designation of Delegates for the 2024 FLC Annual Conference
- 11. City Clerk Report**

12. City Manager Report

12.1. Financial Update - Finance Director

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

The Presentations section is for items that were submitted by a citizen or group of Citizens no later than the Wednesday two weeks prior to the meeting to the Clerk's office for approval. These items will be scheduled under the section titles Presentations and Reports. Supporting documents must be submitted at this time to be on the regular agenda. All Action Items are for staff and elected officials only and must be submitted for approval no later than the Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a yellow card. The card must be submitted to the City Clerk. Speaking time should be three minutes or less, large groups may designate a spokesperson. All remarks should be addressed to the Council as a whole and not to individual members. All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. Florida Statute 286.0105. Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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 based. The requirements of this section do not apply to the notice provided in s. 200.065(3). In accordance with Section 286.26, F.S., persons with disabilities needing special accommodations, please contact Maryanne Girard, City Clerk at cityclerk@cityofcrestview.org or 850-628-1560 option 2 within 48 hours of the scheduled meeting. Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.



Staff Report

CITY COUNCIL MEETING DATE: June 24, 2024

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 6/13/2024
SUBJECT: Pastor Drew Brassfield of Destiny Worship Center

BACKGROUND:

Area churches are invited to provide the Invocation on a routine basis.

DISCUSSION:

Area clergy volunteer to provide an Invocation and lead the Council in the Pledge of Allegiance.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

No action required.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: June 24, 2024

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, Administrative Services Director
DATE: 6/20/2024
SUBJECT: Recognition of the City of Niceville

BACKGROUND:

On Friday, May 10th, 2024, in the early morning hours, the City of Crestview experienced extreme straight-line winds resulting in power outages, road closures, and damage to many homes and businesses.

DISCUSSION:

The City of Niceville was the first of our neighbors to offer to assist with our post-storm clean up. City Manager David Deitch and Niceville Public Works Director Jonathan Laird were on the scene with the City of Crestview crews for several hours, clearing roads to help ensure the safety of our citizens and speeding the recovery process. We would like to thank them for their assistance.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

None

RECOMMENDED ACTION

None

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: June 24, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Girard, City Clerk
DATE: 6/14/2024
SUBJECT: Approval of City Council Regular Meeting Minutes of June 10, 2024

BACKGROUND:

The City Council routinely approves minutes from prior meetings.

DISCUSSION:

The draft minutes were distributed to the Council prior to the meeting.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

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Quality of Life- these areas focus on the overall experience when provided by the city.

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Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

Motion to approve the City Council regular meeting minutes of June 10, 2024.

Attachments

1. 06102024 City Council Regular Meeting Minutes Draft

City Council Minutes DRAFT

June 10, 2024

6:00 p.m.

Council Chambers

1. Call to Order

The Regular Meeting of the Crestview City Council was called to order at 6:00 p.m. by Mayor Pro-Tem Doug Capps. Council members present: Andrew Rencich, Cynthia Brown, and Joe Blocker. Also present: City Manager Tim Bolduc, City Clerk Maryanne Girard, City Attorney Jonathan Holloway, and various staff members. Mayor JB Whitten and Councilmember Ryan Bullard were excused.

2. Invocation, Pledge of Allegiance

2.1. Pastor Edward Parker of First Church of God in Christ

The Invocation was delivered by Pastor Edward Parker of First Church of God in Christ, and Councilmember Andrew Rencich led the Pledge of Allegiance.

3. Open Policy Making and Legislative Session

4. Approve Agenda

Mayor Pro-Tem Doug Capps called for action.

Motion by Councilmember Andrew Rencich and seconded by Councilmember Cynthia Brown to approve the agenda, as presented.

Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps. All ayes. Motion carried.

5. Presentations and Reports

6. Consent Agenda

Mayor Pro-Tem Doug Capps called for action.

Motion by Councilmember Cynthia Brown and seconded by Councilmember Andrew Rencich to approve the Consent agenda, as presented.

Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps. All ayes. Motion carried.

6.1. Approved MOU List

6.2. Approval of City Council Special Budget Meeting Minutes of May 1, 2024

6.3. Approval of City Council Regular Meeting Minutes of May 13, 2024

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1968, Price-Gregory Way Comprehensive Plan Amendment

CDS Planning Administrator Nicholas Schwendt presented Ordinance 1968, Price-Gregory Way Comprehensive Plan Amendment, to the City Council and went over the details of the second reading stating the property is currently vacant. He

mentioned the property is currently located inside the city limits of Crestview with a future land use and zoning designation of Commercial and Commercial High-Intensity District. He stated the details are in the staff report and asked the City Clerk to read Ordinance 1968 by title.

City Clerk Maryanne Girard read Ordinance 1968 by title: An Ordinance of the City of Crestview, Florida, Amending Its Adopted Comprehensive Plan; Providing For Authority; Providing For Findings of Fact; Providing For Purpose; Providing For Changing the Future Land Use Designation From Commercial (C) to Mixed-Use (MU) on Approximately 41.1 Acres, More or Less, In Section 29, Township 3 North, Range 23 West; Providing For Future Land Use Map Amendment; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

Mayor Pro-Tem Doug Capps called for comment from the Council. In hearing none, he called for action. He called a Point of Order regarding the public hearing requirement. He then called for comments from the public. In hearing none, he called for action.

Motion by Councilmember Cynthia Brown and seconded by Councilmember Joe Blocker to approve Ordinance 1968, Price-Gregory Way Comprehensive Plan Amendment, on 2nd reading for final adoption.

Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps. All ayes. Motion carried.

7.2. Ordinance 1969, Price-Gregory Way Rezoning

City Attorney Jonathan Holloway swore in all participants for the quasi-judicial segments of the meeting.

CDS Planning Administrator N. Schwendt presented Ordinance 1969, Price-Gregory Way Rezoning on second reading, to the City Council and requested that the staff report be entered into the record. He then asked the City Clerk to read Ordinance 1969, Price-Gregory Way Rezoning by title.

BACKGROUND: On March 4, 2024, staff received an application to amend the comprehensive plan and zoning designations for property located on Price-Gregory Way. The subject property is currently located inside the city limits of Crestview with a future land use and zoning designation of Commercial (C) and Commercial High-Intensity District (C-2), respectively. The application requests the Mixed-Use (MU) zoning designation for the property. The Planning and Development Board recommended approval of the request on May 6, 2024. The City Council approved Ordinance 1969 at first reading on May 13, 2024. **DISCUSSION:** The property description is as follows: Property Owner: Crestview Crossing Power Center LLC; Ft. Walton Beach, FL 32548. Parcel ID: A portion of 29-3N-23-0000-0025-0160; Site Size: 41.1 acres; Current FLU: Commercial (C) Current Zoning: Commercial High-Intensity District (C-2); Current Land Use:

Vacant. The following table provides the surrounding land use designations, zoning districts, and existing uses. Direction: North; FLU: Commercial (C); Zoning: Commercial High-Intensity; District (C-2); Existing Use: Vacant. Direction: East; FLU: Commercial (C); Zoning: Commercial High-Intensity District (C-2); Existing Use: Commercial; Direction: South; FLU: Commercial (C); Zoning: Commercial High-Intensity District (C-2) & Commercial Low-Intensity District (C-1); Existing Use: Commercial; Direction: West; FLU: Commercial (C); Zoning: Commercial High-Intensity District (C-2); Existing Use: Vacant. The subject property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property could be developed for residential or low-intensity commercial use. Staff reviewed the request for rezoning and finds the following:

- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable development on adjacent parcels. Courtesy notices were mailed to property owners within 300 feet of the subject property on April 15, 2024. The property was posted on April 23, 2024. An advertisement ran in the Crestview News Bulletin on April 18, 2024.

City Clerk Maryanne Girard read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Providing For the Rezoning of 41.1 Acres, More or Less, of Real Property, Located In Section 29, Township 3 North, Range 23 West, From the Commercial High-Intensity District (C-2) Zoning District To The Mixed-Use (MU) Zoning District; Providing For Authority; Providing For the Updating Of the Crestview Zoning Map; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes And Ordinances; and Providing For an Effective Date.

Mayor Pro-Tem D. Capps called for comments from the Council and from the public. In hearing none, he called for action.

Motion by Councilmember Andrew Rencich and seconded by Councilmember Joe Blocker to approve Ordinance 1969, Price-Gregory Way Rezoning, on 2nd reading for final adoption.

Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps. All ayes. Motion carried.

8. Ordinances on First Reading

8.1. Ordinance 1970 - 1126 N. Ferdon Annexation

CDS Planning Administrator N. Schwendt presented mentioned 1126 (Teacher's Credit Union) on first reading Ordinance 1970, 1126 N. Ferdon Boulevard Annexation to the City Council. He went over the details of the annexation stating this annexation involves all three ordinances. The property is developed commercially, adding the information is included in the staff report. He asked the

City Clerk to read Ordinance 1970 by title.

City Clerk Maryanne Girard read Ordinance 1970 by Title: An Ordinance Annexing to the City of Crestview, Florida, ± 2.49 Acres of Contiguous Lands Located In Section 4, Township 3 North, Range 23 West, and Being Described as Set Forth Herein; Providing For Authority; Providing For Land Description; Providing For Boundary; Providing For Land Use and Zoning Designation; Providing For Amendment to the Base, Land Use and Zoning Maps; Providing For A Comprehensive Plan Amendment; Providing For Filing With the Clerk of Circuit Court of Okaloosa County, the Chief Administrative Officer of Okaloosa County and the Florida Department of State; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

Mayor Pro-Tem D. Capps called for comment from the Council and from the public. In hearing none, he called for action.

Motion made by Councilmember Andrew Rencich and seconded by Councilmember Cynthia Brown to approve Ordinance 1970 on 1st reading and move to second reading for final adoption.

Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps. All ayes. Motion carried.

8.2. Ordinance 1971 - 1126 N. Ferdon Comprehensive Plan Amendment

CDS Planning Administrator N. Schwendt presented Ordinance 1971, 1126 N. Ferdon Boulevard Comprehensive Plan Amendment for first reading to the City Council. He then asked the City Clerk to read Ordinance 1971 by title.

City Clerk Maryanne Girard read Ordinance 1971 by Title: An Ordinance of the City of Crestview, Florida, Amending Its Adopted Comprehensive Plan; Providing For Authority; Providing For Findings of Fact; Providing For Purpose; Providing For Changing the Future Land Use Designation From Okaloosa County Mixed Use to Commercial (C) on Approximately 2.49 Acres, More or Less, In Section 4, Township 3 North, Range 23 West; Providing For Future Land Use Map Amendment; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

Mayor Pro-Tem D. Capps called for comment from the Council and from the public. In hearing none, he called for action.

Motion made by Councilmember Andrew Rencich and seconded by Councilmember Cynthia Brown to approve Ordinance 1971, on 1st reading and move to second reading for final adoption.

Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps. All ayes. Motion carried.

8.3. Ordinance 1972 - 1126 N. Ferdon Rezoning

CDS Planning Administrator N. Schwendt presented Ordinance 1972, 1126 N. Ferdon Boulevard Rezoning for first reading and asked the City Clerk to read Ordinance 1972 by title.

City Clerk Maryanne Girard read Ordinance 1972 by Title: An Ordinance of the City of Crestview, Florida, Providing for the Rezoning of 2.49 Acres, More or Less, of Real Property, Located In Section 4, Township 3 North, Range 23 West, From the Okaloosa County Mixed Use Zoning District to the Commercial Low-Intensity District (C-1) Zoning District; Providing For Authority; Providing For the Updating of the Crestview Zoning Map; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing for an Effective Date.

Mayor Pro-Tem D. Capps called for comment from the Council and from the public. In hearing none, he called for action.

Motion made by Councilmember Cynthia Brown and seconded by Councilmember Andrew Rencich to approve Ordinance 1972, 1126 N. Ferdon Boulevard Rezoning on 1st reading and move to second reading for final adoption.

Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps. All ayes. Motion carried.

9. Resolutions

10. Action Items

10.1. Whitaker Tower Contract Renewal

City Manager Tim Bolduc mentioned this is the contract extension for the radios. We are moving to a County solution.

In response to Councilmember A. Rencich, City Attorney Jonathan Holloway explained the sublease is only needed through December and then we will move it to the county.

Mayor Pro-tem D. Capps called for action.

Motion made by Councilmember Cynthia Brown and seconded by Councilmember Andrew Rencich to approve the renewal of the Lease Agreement with Whitaker Communications Company.

Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps. All ayes. Motion carried.

10.2. Foxwood Low Pressure Sewer Additional Work

City Manager Tim Bolduc said this is an amendment to our current contract. We received money from the State and have extended the option to connect with savings

for the residents. This will allow us to create a funding source if the residents connect while we are working with the contractor. The cost is significantly reduced for the homeowner to \$3,140.

Discussion ensued on arranging a meeting to explain how the residents can sign on.

City Manager T. Bolduc explained we need fifty percent of the residents to connect to get the system to work. We are unable to provide payment plans.

Mayor Pro-tem D. Capps called for action.

Motion by Councilmember Andrew Rencich and seconded by Councilmember Cynthia Brown to approve this change order for the connection of residents that register for septic to sewer conversion.

Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps. All ayes. Motion carried.

10.3. Long Drive Property Sale to Crestview Housing Development Corporation

City Manager Tim Bolduc said we received a request from Crestview Housing Development Corporation to purchase the property at 535 Long Drive for a low to moderate housing project. He mentioned this is a good partnership project. He explained we initially purchased 535 Long to build the Public Service Facility in 2019. We agreed that our Public Works facility should not be in the middle of residential area. He explained the \$200,000 will be set aside for the future.

Discussion ensued and the Council concurred this project is a good fit for the area. City Manager T. Bolduc stated this is a Housing Authority project, so they will go into design right away, however, Mr. Williams thinks it may be two years.

Mayor Pro-tem D. Capps called for action.

Motion by Councilmember Andrew Rencich and seconded by Councilmember Joe Blocker to approve the sale of the property located at 535 Long Drive to the Crestview Housing Development Corporation and direct staff to execute the sale for \$200,000.

Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps. All ayes. Motion carried.

10.4. Twin Hills Pickle Ball Court Upgrades

Parks and Recreation Director Brady Peters explained there are significant cracks in the courts at Twin Hills. The company they are consulting recommended that the asphalt needed to be replaced and the lime rock base needed to be patched or the problems would reoccur. He went over the quotes included in the staff report. The company said it will take about two to three months to complete. The tennis court will be replaced with pickle ball courts. The total project is \$172,538.

Discussion ensued on the importance of the warranty from a dedicated vendor.

Parks and Recreation Director Brady Peters stated it would be about a five-year warranty, and it would be about two to three months to completion from the date of the contract.

Mayor Pro-tem D. Capps called for action.

Motion by Councilmember Cynthia Brown and seconded by Councilmember Joe Blocker to waive the purchasing policy and direct staff to contract for the reconstruction of the pickleball courts at Twin Hills Park.

Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps. All ayes. Motion carried.

10.5. Selection of Construction WWTP Management Vendor

City Manager Tim Bolduc said we received two proposals, and the selection committee reviewed the proposals and following the presentation, selected Jacobs.

Mayor Pro-tem D. Capps called for action.

Motion by Councilmember Andrew Rencich and seconded by Councilmember Cynthia Brown to award the WWTP Project Management contract to Jacobs.

Roll Call: Ayes: Joe Blocker, Cynthia Brown, Andrew Rencich, Doug Capps. All ayes. Motion carried.

11. City Clerk Report

11.1. Monthly Update

City Clerk Maryanne Girard mentioned the information is included in the staff report.

12. City Manager Report

12.1. Building Code Enforcement Department Report (ISO BCEGS)

Building Official Ronnie Raybon presented the ISO report. He went over the scores for 2021 and 2024 stating we received a six-point increase. He said the commercial side showed an increase with the best numbers that the City of Crestview ever received.

In response to City Manager T. Bolduc, Building Official Ronnie Raybon replied if more jurisdictions receive good grades, the insurance may be lowered. From the day-to-day operations, it is a great way to see how you are doing on the technical side.

In response to Councilmember A. Rencich regarding the software, Building Official Ronnie Raybon stated that we meet statutory requirements for training but they graded us on 90 hours, so in order to get all the percentage points, you would have to be in class more than on the job. Based on the way they grade and how inspectors perform their job, it does not correlate.

Councilmember C. Brown commented that she is amazed of how good our employees are behind the scenes.

City Manager T. Bolduc said Ronnie is by far the best building inspector he has worked with. He added Ronnie is making sure we are getting people certified. He added it is impressive with what he has done with the department.

12.2. Department Update

Public Services Director Carlos Jones provided the Public Services report. He recognized some of his staff members who were in attendance, stating the success is because of his 61 employees who do a fantastic job. He mentioned we have joined the American Public Services Association and plan to get certified. He said at the end of PS Week, we had a softball tournament and have registered fifteen players for our adult league team named "Bat Attitude". He distributed a list of the projects the department is working on. He hopes to go live next month with the CMMS software.

On May 10th, we had a storm and have been working long hours to clean up the debris which is 85 to 90% complete. The central west part of Crestview and Richburg school area is where we are concentrating now. We have teamed up with Adams Sanitation and have picked up over 10,000 yards. He said the Foxwood septic-to-sewer will soon begin and they will pass out the sign-up by next week. We are working on where our utility lines are buried with the Special Projects team. He added he plans to send the Council a report once a month.

In response to Councilmember A. Rencich about the fence that came down, PS Director C. Jones said a privacy fence will be erected. He added we sustained quite a bit of damage at the facility.

City Manager T. Bolduc reported that the Benjamin Project is going out for bid soon and mentioned the sewer gravity and the bypass water and sewer projects. He said Carlos has been able to reunite the city with the department. He mentioned that Kyle, our assistant engineer, reviews all the plans.

In other projects, City Manager T. Bolduc, he mentioned the Main Street project is coming along. We are working on a connector road from Duggan to Redstone and also looking at commercial developments along Hwy 85.

13. Comments from the Mayor and Council

Mayor Pro-Tem Capps asked the City Council for comment.

Councilmember Joe Blocker asked about the development on Shoal River Ranch, and City Manager T. Bolduc said the County is moving along on the project. He will ask Mr. Boyles to brief the Council.

Mayor Pro-Tem D. Capps said he went over to the Carver Hill Memorial Society stating that five seniors received scholarships. He mentioned Dinner at Dad's fish fry is on Saturday stating the dinners will be sold starting at 11 a.m. at the Church of the Nazarene.

The Juneteenth celebration is on the 19th at the Community Center from 10 to 6 p.m.

14. Comments from the Audience

Mayor Pro-Tem Capps asked the public for comment.

Norissa Jenkins, founder of Healing Hoof Steps, announced that they had 154 participants for the second Hub City Pickleball Derby at Twin Hills Park stating last year they had 109. Next year, they will host the derby from May 25 – 27th.

Cynthia West, substance abuse counselor, went over the drug increases in the population. She said the greatest need is in the Crestview area. She is concerned about pregnant women that are using the drugs. She said we need a presence in Crestview to increase our resources.

Shannon Hayes mentioned on Juneteenth they have 58 vendors along with food vendors, games for kids, a choir, the drum line, and jazz band, and it will be at the Community Center. The true history will also be displayed.

Merrita Bristow stated the middle school program honoring Dr. Naomi Barnes is scheduled for July 29th – August 1st held at 895 McClelland Street and asked that the fee be waived for the summer School program.

City Manager T. Bolduc suggested that we waive the fee as Dr. Barnes was a supporter of the community and the City Council approved the waiving of the fee by consensus. In response to City Manager T. Bolduc question about lunches, she replied that Chick Fil-A will cater stating the event is 10 to 4 serving the first 20 kids. City Manager T. Bolduc said we would typically partner with Dr. Barnes and offered support.

15. Adjournment

Mayor Pro-Tem Capps adjourned the meeting at 7:04 p.m.

Minutes approved this ___ day of ___, 2024.

Doug Capps
Mayor Pro-Tem

Maryanne Girard
City Clerk
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: June 24, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director
DATE: 6/20/2024
SUBJECT: MOU - Harrisburg Phase II, III, and IV

BACKGROUND:

The Council previously empowered staff to approve MOU's administratively when they follow the general methodology that has been established. The attached MOU, associated with Harrisburg Subdivision Phase II, III and IV, varies slightly from the standard methodology.

DISCUSSION:

For Harrisburg subdivision, there is impact to County Roads via Phase 3 of the subdivision. Phases II and IV connect to City roads. The typical City fee would have been \$37,700.00, whereas the County fee is \$14,085.00. The City's MOU was reduced to the difference between these two amounts, to \$23,700.00, and the County will still collect their portion of the fee.

Because this item differs slightly from our typical methodology, we are bringing it to the Council for approval.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

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Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Quality of Life- these areas focus on the overall experience when provided by the city.

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

The costs collected via this MOU will contribute offsetting traffic impacts in the City which may result from this project.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the attached MOU and send to the Mayor and Clerk for signature.

Attachments

1. Harrisburg MOU

MEMORANDUM OF UNDERSTANDING

June 12, 2024

Subject: **Harrisburg Ph II, III, IV (Harrisburg LLC)**
City of Crestview, Florida & Harrisburg LLC

Based upon the City of Crestview Engineering Standards Manual Chapter 5.1, this Memorandum of Understanding is in reference to the proposed **Harrisburg Ph II, III, IV (Harrisburg LLC)** (the Development) and has been provided with the following acknowledgements:

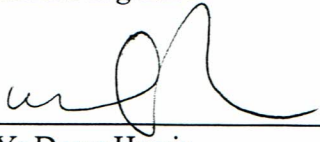
- The Development generates significant traffic capacity impacts to the surrounding roadway network and no offsite roadway improvements are proposed as part of the Development.
- The City of Crestview is constructing offsite roadway improvements to mitigate traffic impacts.
- The developer shall participate in cost not to exceed the total amount of \$23,700 to be held in escrow by the City of Crestview for these proposed improvements. This cost was determined by an established per trip cost based on total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued.

City of Crestview

BY: J.B. Whitten, Mayor

Maryanne Schrader, City Clerk

Harrisburg LLC



BY: Doug Harris



Staff Report

CITY COUNCIL MEETING DATE: June 24, 2024

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, CDS Planning Administrator
DATE: 6/17/2024
SUBJECT: Ordinance 1970 - 1126 N. Ferdon Annexation

BACKGROUND:

On May 1, 2024 staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 1126 N Ferdon Blvd.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Mixed Use.

The Planning and Development Board recommended approval of the request on June 3, 2024, and the first reading was approved by the City Council on June 10, 2024.

DISCUSSION:

The property description is as follows:

Property Owner: Okaloosa County Teachers
Federal Credit Union
Crestview, FL 32539
Parcel ID: 04-3N-23-1840-0004-0030
Site Size: 2.49 acres
Current FLU: Okaloosa County Mixed Use
Current Zoning: Okaloosa County Mixed Use
Current Land Use: Commercial

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Commercial (C)	Commercial Low-Intensity District (C-1)	Vacant
East	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Commercial
South	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Commercial
West	Mixed Use (MU)	Mixed Use (MU)	Residential & Commercial

The subject property is currently developed for commercial use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property use will continue as commercial.

Staff has reviewed the application based on the criteria detailed in Florida statute 171.043 for annexations and finds the following:

- The property is contiguous to the city limits;
- The property is comprised of one (1) lot in unincorporated Okaloosa County, and is therefore considered compact;
- The annexation of the property would not create an enclave
- The subject property is not included in the boundary of another municipality; and,
- The subject property meets the definition of urban purposes.

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 13, 2024. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on May 22, 2024. The property was posted on May 21, 2024. An advertisement ran in the Crestview News Bulletin on May 23 & 30, 2024.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows.

Foundational – these are the four areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability – Achieve long term financial sustainability.

Organizational Capacity, Effectiveness & Efficiency – To efficiently & effectively provide the highest quality of public services.

Quality of Life – these six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for annexation have been waived for this application as it was received during the moratorium on annexation fees.

The cost of advertising was \$544.50.

The successful annexation of this property will have positive future impacts, including ad valorem revenue based on future taxable assessed value, development and building permit fees, and utility usage fees.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1970 on second reading.

Attachments

1. PZ-2024-3-Exhibit Packet

ORDINANCE: 1970

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 2.49 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Chapter 171, Florida Statutes, and Section 2 of the City Charter.

SECTION 2 – LAND DESCRIPTION. The following described unincorporated area contiguous to the City of Crestview, Florida, is hereby annexed to the City:

PIN # 04-3N-23-1840-0004-0030 (Deed recorded in Book 1694, page 1315, dated August 26, 1992)

Lots 3, 4, 17, 18 and a portion of Lot 19, Block 4, OAKDALE MINIATURE FARMS, according to plat thereof on file in Plat Book 1, Page 129, in the office of the Clerk of Circuit Court, Okaloosa County, Florida, better described as follows:

Begin at the Northwest corner of Lot 3, Block 4, OAKDALE MINIATURE FARMS, as recorded in Plat Book 1 Page 129 of the Public Records of Okaloosa County, Florida; thence proceed South 77 degrees 26' 35" East, along the North line of said Lot 3, a distance of 310.00 feet to the centerline of an alley; thence proceed South 12 degrees 33' 27" West, along said centerline of alley, a distance of 159.38 feet to a westerly projection of the North line of Lot 17, Block 4, of said Oakdale Miniature Farms; thence proceed South 77 degrees 26' 35" East, along said projection and along the North line of Lot 17, a distance of 154.05 feet to the Westerly right of way line of Highway #85; thence proceed South 12 degrees 33' 27" West along said right of way line a distance of 130.73 feet to an easterly projection of the South line of Lot 4, Block 4, of said Oakdale Miniature Farms, thence proceed North 77 degrees 26' 35" West along said projection and along the South line of said Lot 4, a distance of 464.05 feet to the Southwest corner of said Lot 4 and the Easterly right of way line of Garden Street; thence proceed North 12 degrees 33' 27" East, along the Easterly right of way line of Garden Street, a distance of 290.11 feet to the Point of Beginning of the parcel herein described, and containing 2.53 acres, more or less.

SECTION 3 – BOUNDARY. The existing boundary line of the City of Crestview, Florida, is modified to include the herein referenced tract of land and the base, zoning and land use maps shall be updated to reflect these changes pursuant to law.

SECTION 4 – LAND USE AND ZONING. Pursuant to general law, the property hereby annexed was subject to Okaloosa County land development, land use plan, and zoning or subdivision regulations, which shall remain in full force and effect until rezoning and land use changes are finalized by the City in compliance with the Comprehensive Plan.

SECTION 5 – COMPREHENSIVE PLAN UPDATE. Pursuant to Chapter 163.011, et seq. petitioner for annexation shall apply through the City for a Comprehensive Plan change which will designate the future land use category for the parcel, with a zoning designation to be assigned and run concurrent with the approval and adoption of the Comprehensive Plan amendment by the proper authorities.

SECTION 6 – MAP UPDATE. The Base, Zoning and Future Land Use Maps shall be updated at the earliest possible date.

SECTION 7 – FILING. Upon passage, the City Clerk is directed to file a copy of this ordinance with the Clerk of Circuit Court of Okaloosa County and with the Florida Department of the State.

SECTION 8 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 9 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 10 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 11 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12 – EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

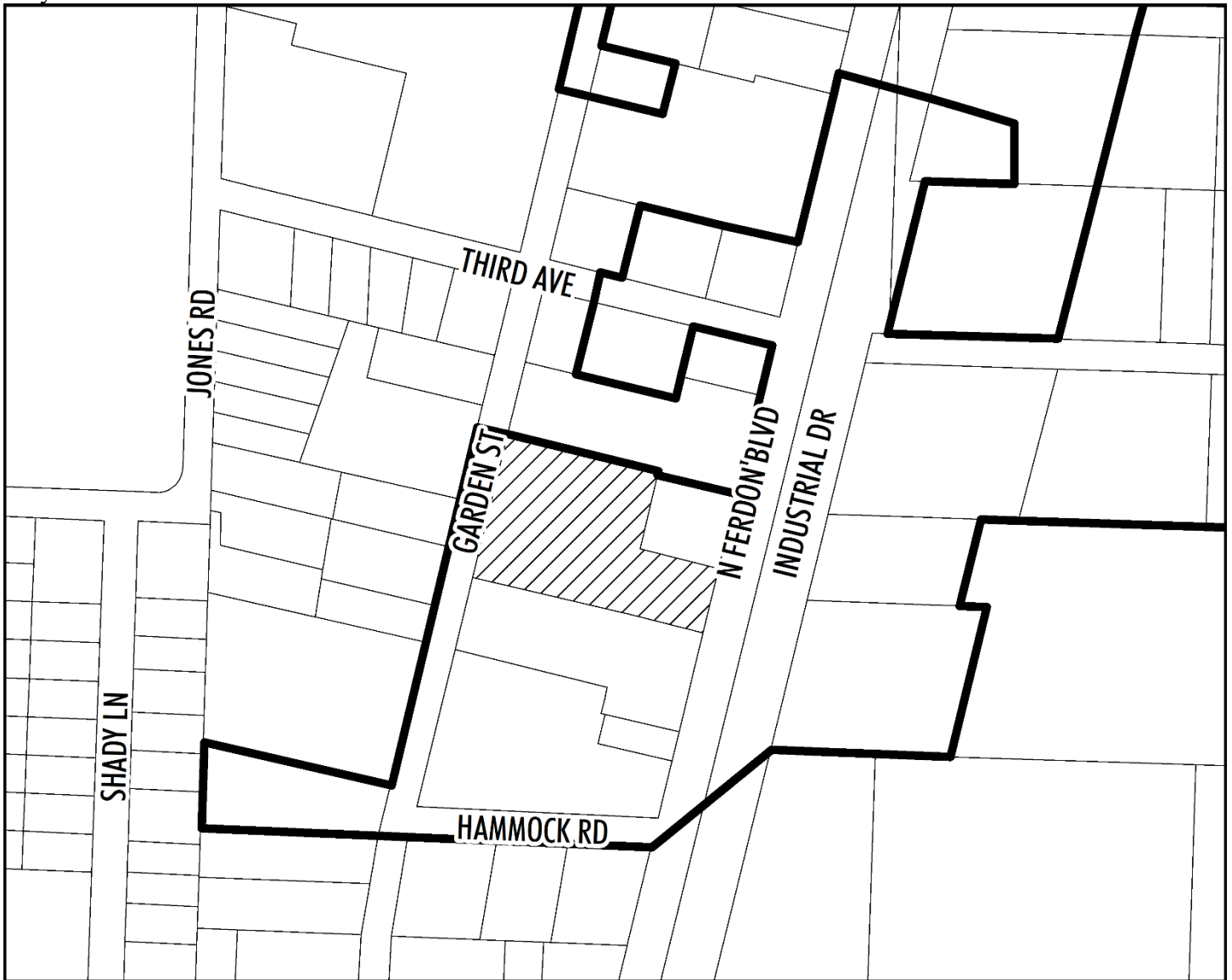
Passed and adopted on second reading by the City Council of Crestview, Florida on the 24th day of June, 2024.

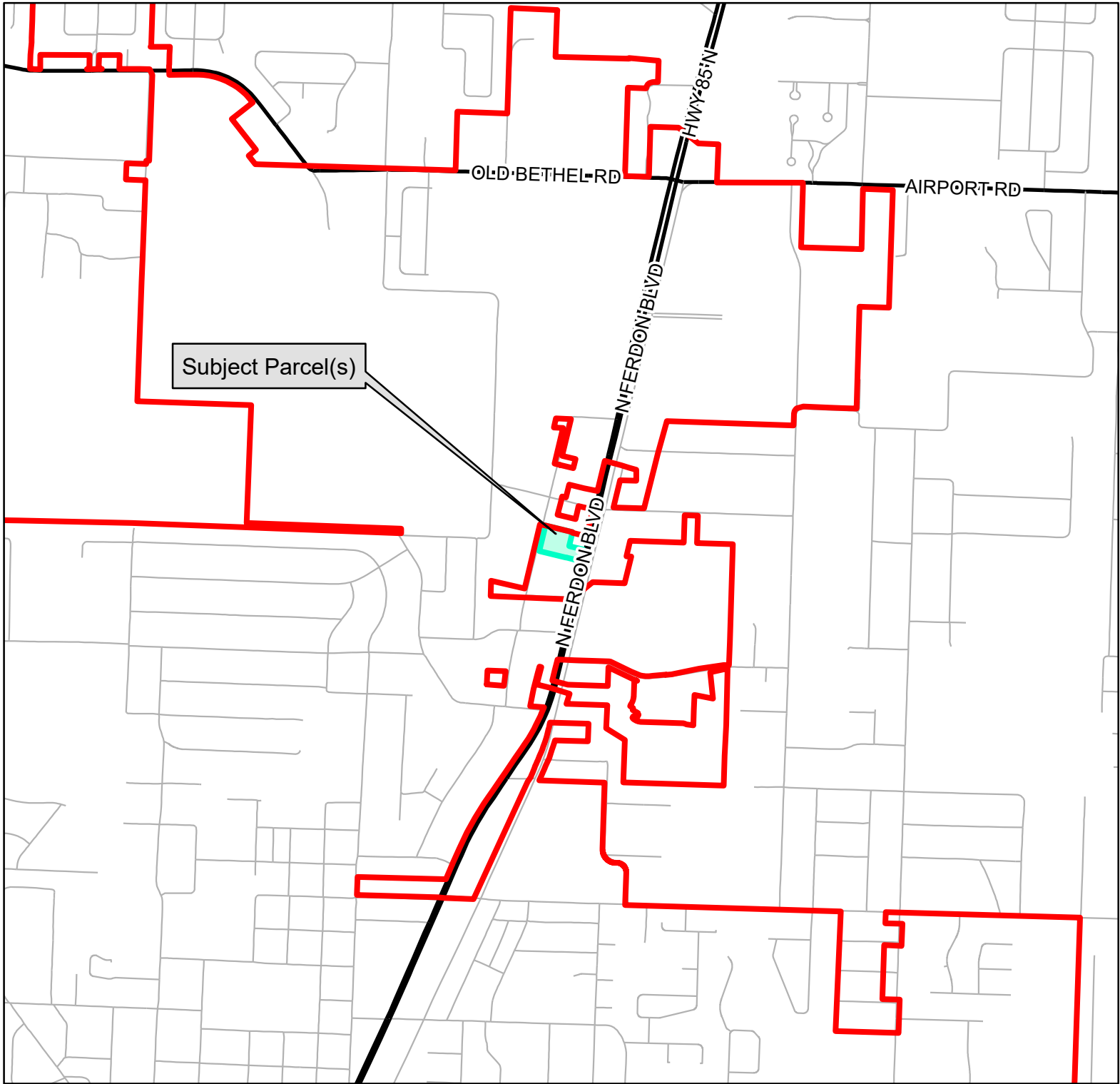
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 24th day of June, 2024.

J. B. Whitten





Vicinity Map



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Current Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

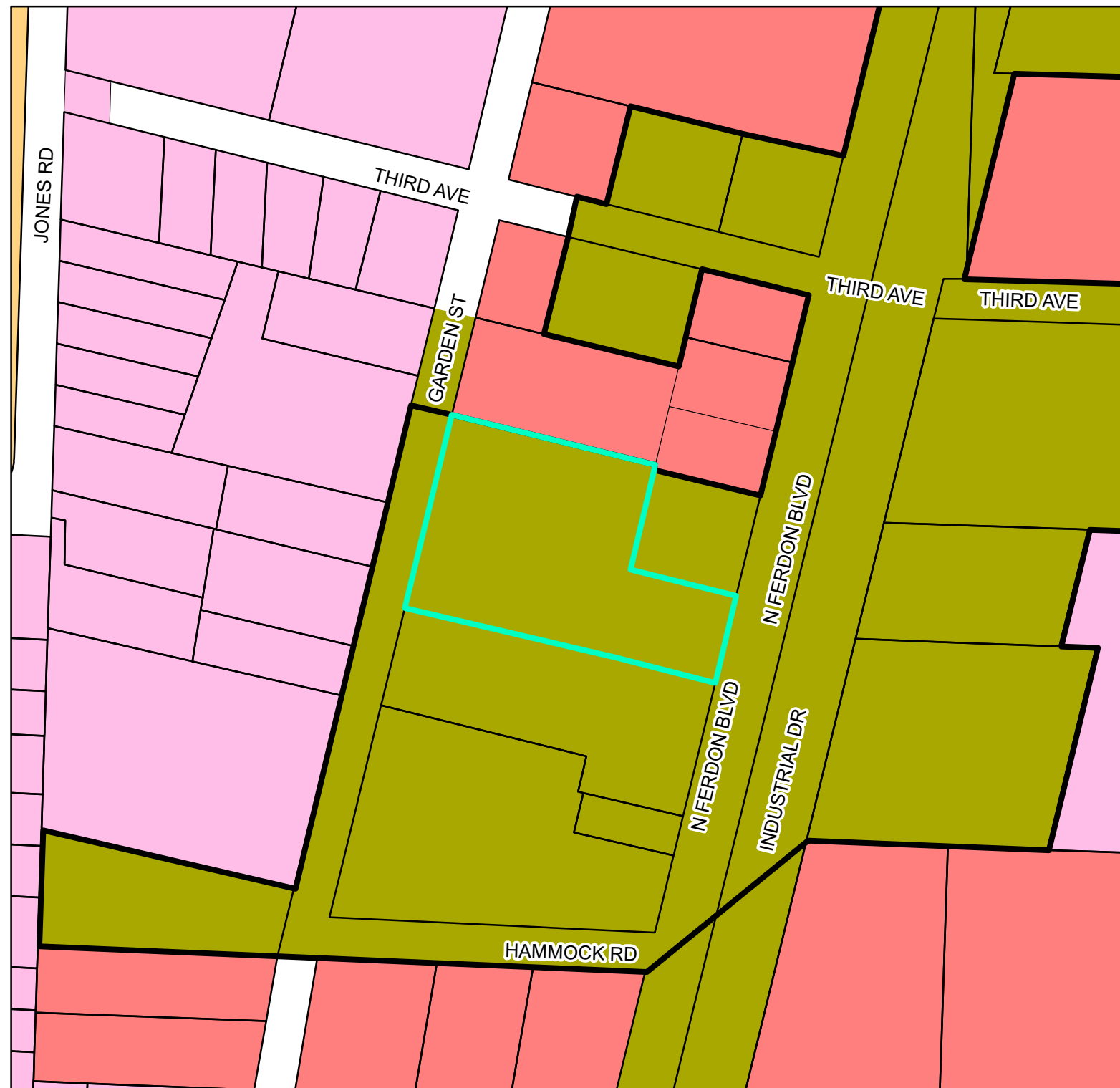
 Conservation (CON)

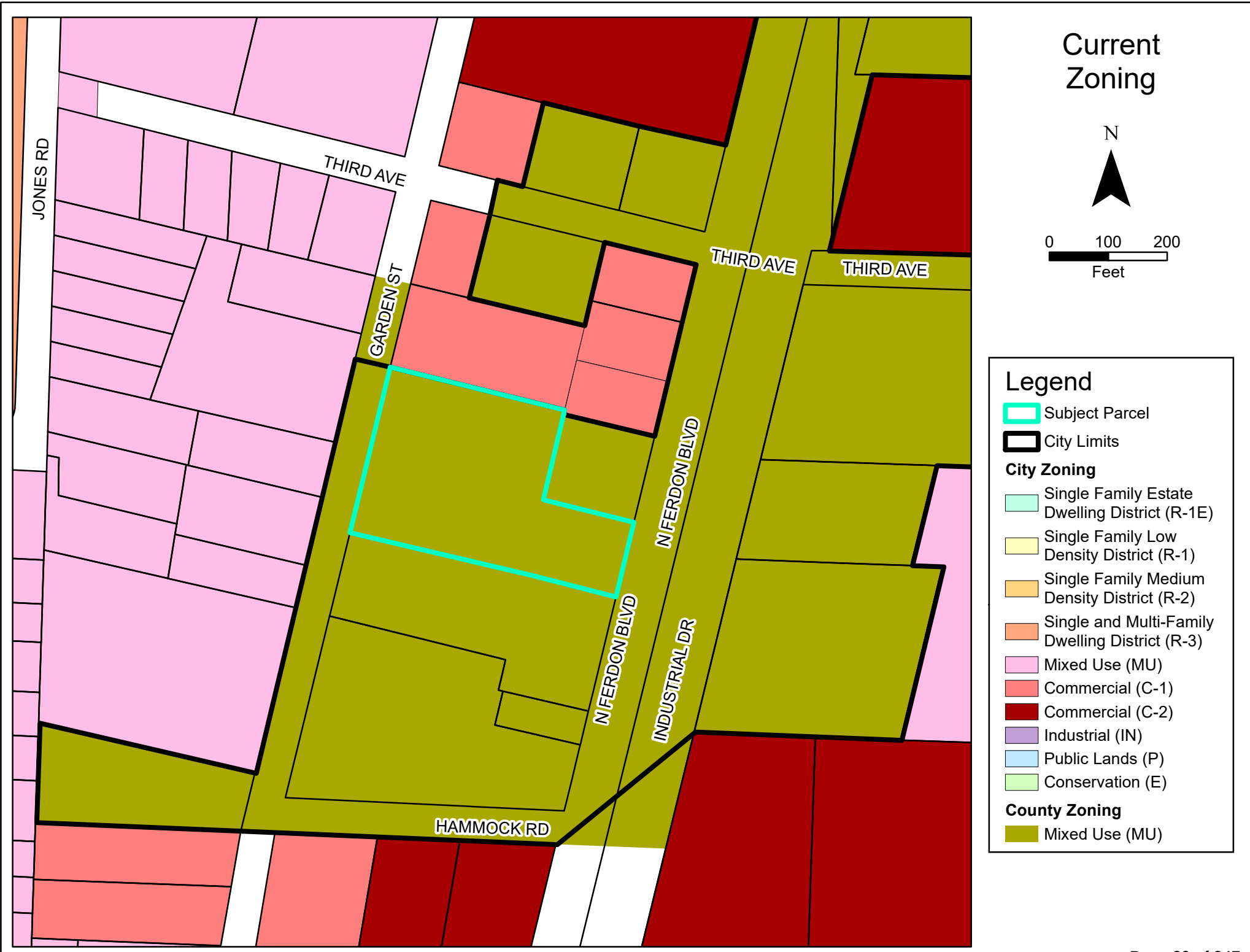
 Public Lands (PL)

 Residential (R)

County Future Land Use

 Mixed Use (MU)





Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

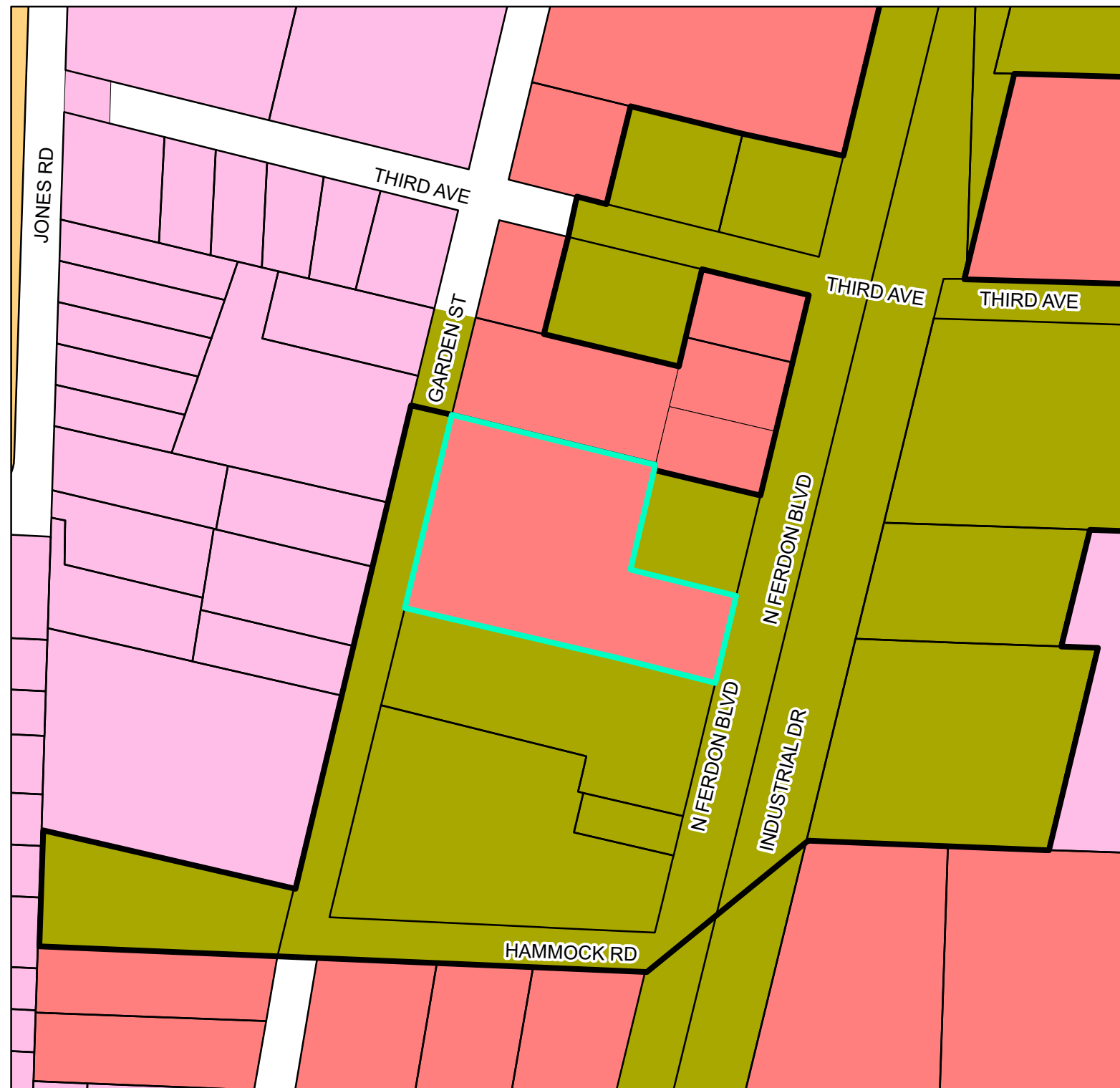
 Conservation (CON)

 Public Lands (PL)

 Residential (R)

County Future Land Use

 Mixed Use (MU)



Proposed Zoning



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Zoning

 Single Family Estate Dwelling District (R-1E)

 Single Family Low Density District (R-1)

 Single Family Medium Density District (R-2)

 Single and Multi-Family Dwelling District (R-3)

 Mixed Use (MU)

 Commercial (C-1)

 Commercial (C-2)

 Industrial (IN)

 Public Lands (P)

 Conservation (E)

 Planned Unit Development (PUD)

County Zoning

 Mixed Use (MU)





Staff Report

CITY COUNCIL MEETING DATE: June 24, 2024

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, CDS Planning Administrator
DATE: 6/17/2024
SUBJECT: Ordinance 1971 - 1126 N. Ferdon Comprehensive Plan Amendment

BACKGROUND:

On May 1, 2024 staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 1126 N Ferdon Blvd.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Mixed Use.

The application requests the Commercial (C) future land use designation for the property.

The Planning and Development Board recommended approval of the request on June 3, 2024, and the first reading was approved by the City Council on June 10, 2024.

DISCUSSION:

The property description is as follows:

Property Owner: Okaloosa County Teachers
Federal Credit Union
Crestview, FL 32539
Parcel ID: 04-3N-23-1840-0004-0030
Site Size: 2.49 acres
Current FLU: Okaloosa County Mixed Use
Current Zoning: Okaloosa County Mixed Use
Current Land Use: Commercial

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Commercial (C)	Commercial Low-Intensity District (C-1)	Vacant
East	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Commercial
South	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Commercial
West	Mixed Use (MU)	Mixed Use (MU)	Residential & Commercial

The subject property is currently developed for commercial use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property use will continue as commercial.

Staff reviewed the request for a comprehensive plan amendment and finds the following:

- The proposed future land use map designation is compatible with the surrounding area.
- The proposed future land use map designation is consistent with the city's comprehensive plan and land development code.
- The process for adoption of the future land use map amendment follows all requirements of Florida statute sections 163.3184 (3) and (5).
- The proposed amendment does not involve a text change to goals, policies, and objectives of the comprehensive plan. It only proposes a land use change to the future land use map for a site-specific small-scale development.
- The subject property is not located within an area of critical state concern.

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 13, 2024. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on May 22, 2024. The property was posted on May 21, 2024. An advertisement ran in the Crestview News Bulletin on May 23 & 30, 2024.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows.

Foundational – these are the four areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability – Achieve long term financial sustainability.

Organizational Capacity, Effectiveness & Efficiency – To efficiently & effectively provide the highest quality of public services.

Quality of Life – these six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the comprehensive plan amendment have been waived for this application as it was received during the moratorium on annexation fees. There is no additional cost of advertising as the comprehensive plan amendment request was included in the advertisement for annexation.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1971 on second reading.

Attachments

1. PZ-2024-3-Exhibit Packet

ORDINANCE: 1971

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY MIXED USE TO COMMERCIAL (C) ON APPROXIMATELY 2.49 ACRES, MORE OR LESS, IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA, AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this Ordinance is Section 2 of the City Charter, §163.3187 F.S., §166.021 F.S., §166.041 F.S. and the adopted Comprehensive Plan.

SECTION 2 – FINDINGS OF FACT. The City Council of the City of Crestview finds the following:

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Okaloosa County Mixed Use to Commercial (C) on a parcel of land containing 2.49 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

SECTION 3 – PURPOSE. The purpose of this Ordinance is to adopt an amendment to the "City of Crestview Comprehensive Plan: 2020." The amendment is described in Section 4 below.

SECTION 4 – FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 2.49 acres of land, more or less, from Okaloosa County Mixed Use to Commercial (C). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 2.49 acres, more or less, is known as Parcel 04-3N-23-1840-0004-0030 and commonly described as:

Lots 3, 4, 17, 18 and a portion of Lot 19, Block 4, OAKDALE MINIATURE FARMS, according to plat thereof on file in Plat Book 1, Page 129, in the office of the Clerk of Circuit Court, Okaloosa County, Florida, better described as follows:

Begin at the Northwest corner of Lot 3, Block 4, OAKDALE MINIATURE FARMS, as recorded in Plat Book 1 Page 129 of the Public Records of Okaloosa County, Florida; thence proceed South 77 degrees 26' 35" East, along the North line of said Lot 3, a distance of 310.00 feet to the centerline of an alley; thence proceed South 12 degrees 33' 27" West, along said centerline of alley, a distance

of 159.38 feet to a westerly projection of the North line of Lot 17, Block 4, of said Oakdale Miniature Farms; thence proceed South 77 degrees 26' 35" East, along said projection and along the North line of Lot 17, a distance of 154.05 feet to the Westerly right of way line of Highway #85; thence proceed South 12 degrees 33' 27" West along said right of way line a distance of 130.73 feet to an easterly projection of the South line of Lot 4, Block 4, of said Oakdale Miniature Farms, thence proceed North 77 degrees 26' 35" West along said projection and along the South line of said Lot 4, a distance of 464.05 feet to the Southwest corner of said Lot 4 and the Easterly right of way line of Garden Street; thence proceed North 12 degrees 33' 27" East, along the Easterly right of way line of Garden Street, a distance of 290.11 feet to the Point of Beginning of the parcel herein described, and containing 2.53 acres, more or less.

The Commercial (C) Future Land Use Category is hereby imposed on Parcel 04-3N-23-1840-0004-0030. Exhibit A, which is attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcel 04-3N-23-1840-0004-0030 thereon.

SECTION 5 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 7 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 8 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9 – EFFECTIVE DATE. The effective date of this plan amendment and ordinance shall be thirty-one (31) days after adoption on second reading by the City Council, unless the amendment is challenged pursuant to §163.3187, F.S. If challenged, the effective date shall be the date a Final Order is issued by the State Land Planning Agency or the Administration Commission finding the amendment in compliance with §163.3184, F.S.

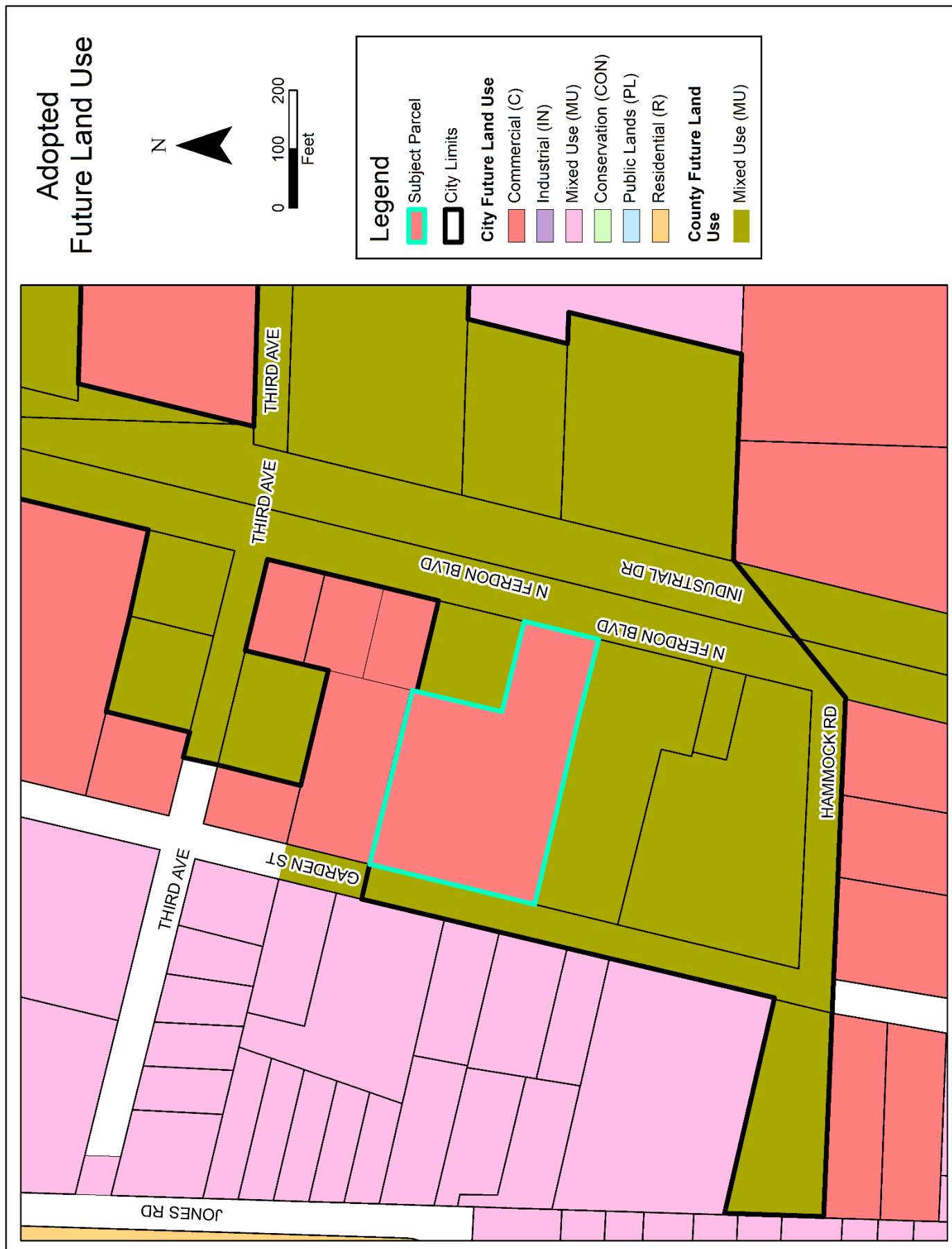
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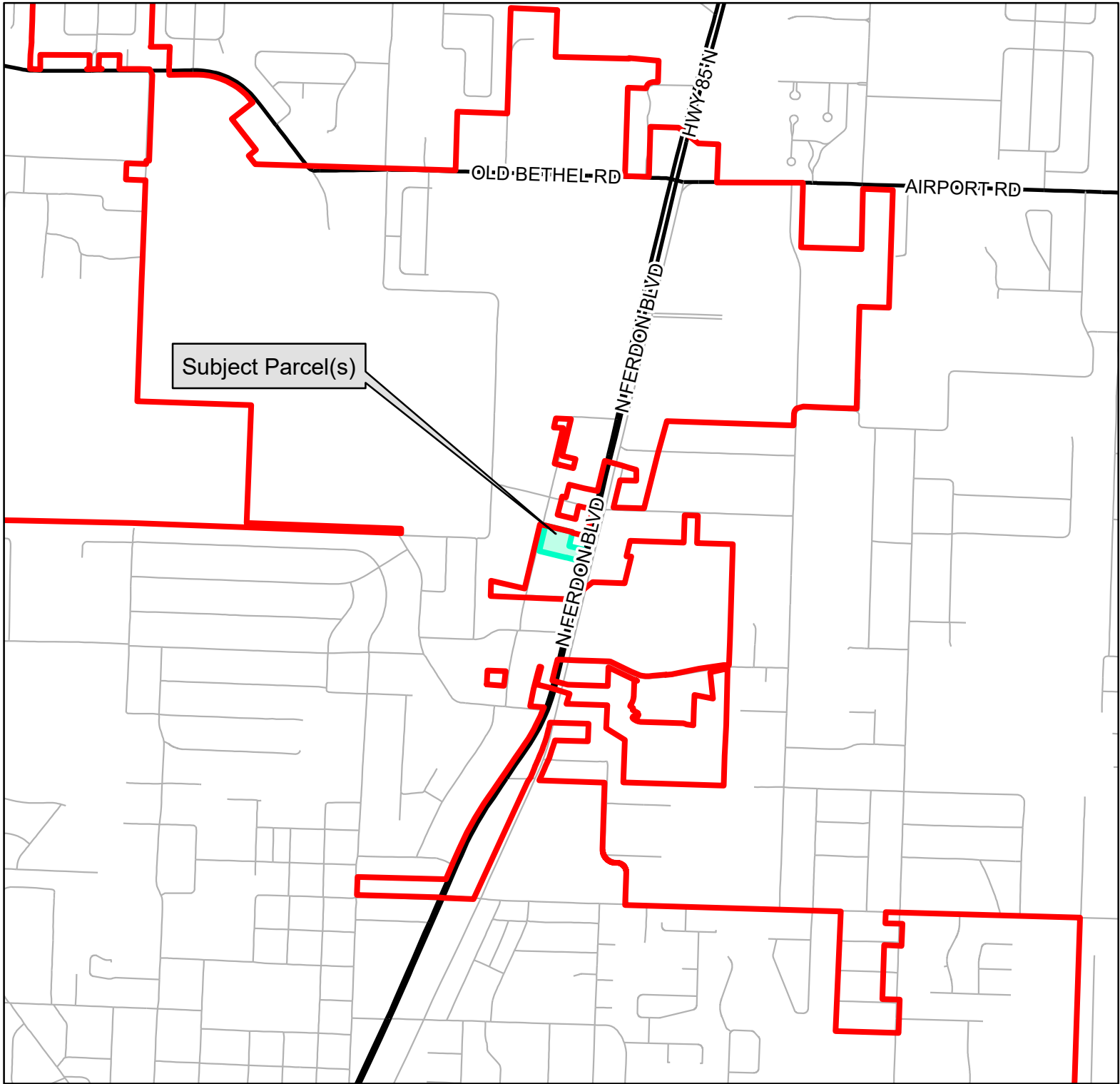
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 24th day of June, 2024.

J. B. Whitten





Vicinity Map



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Current Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

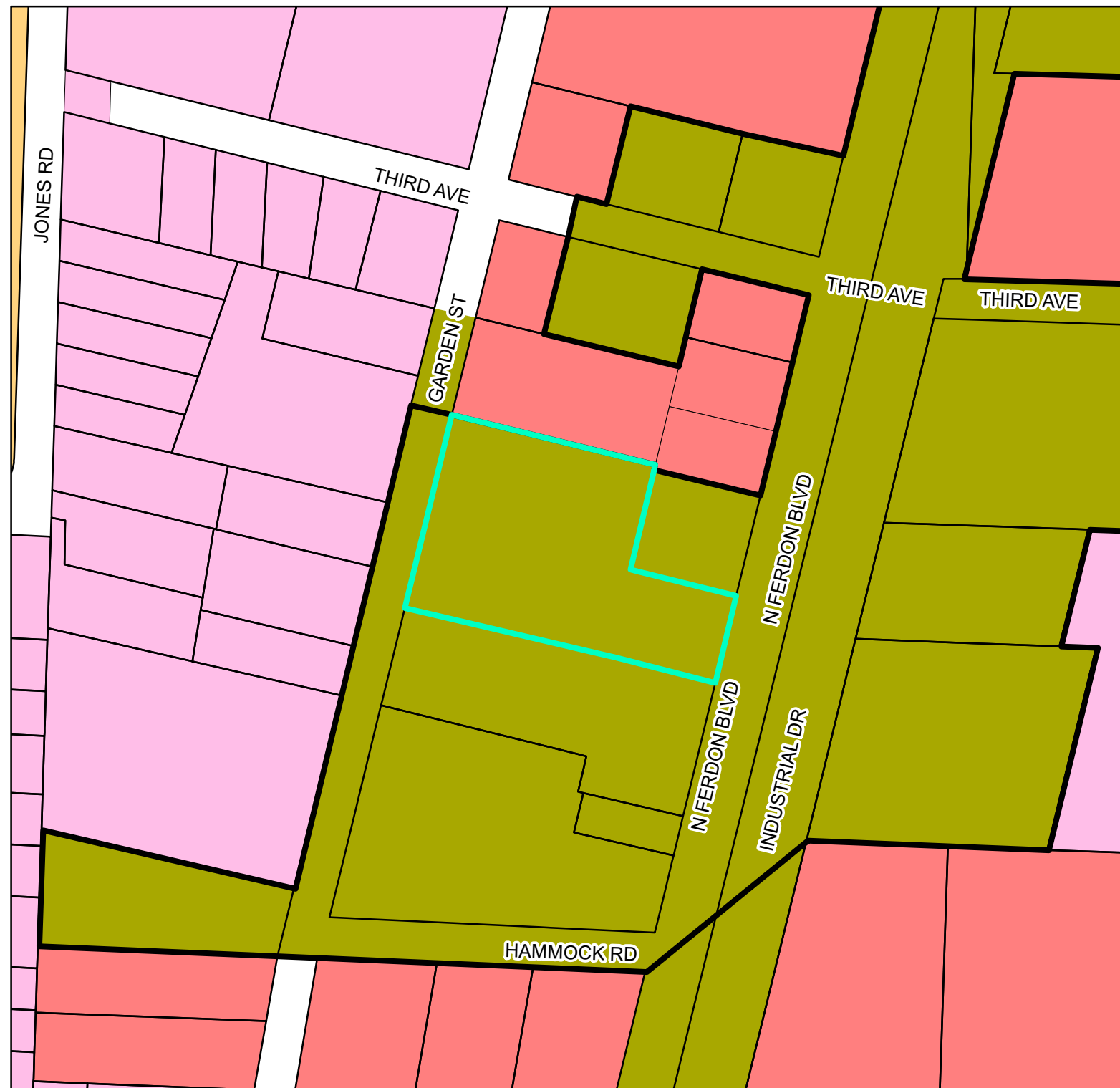
 Conservation (CON)

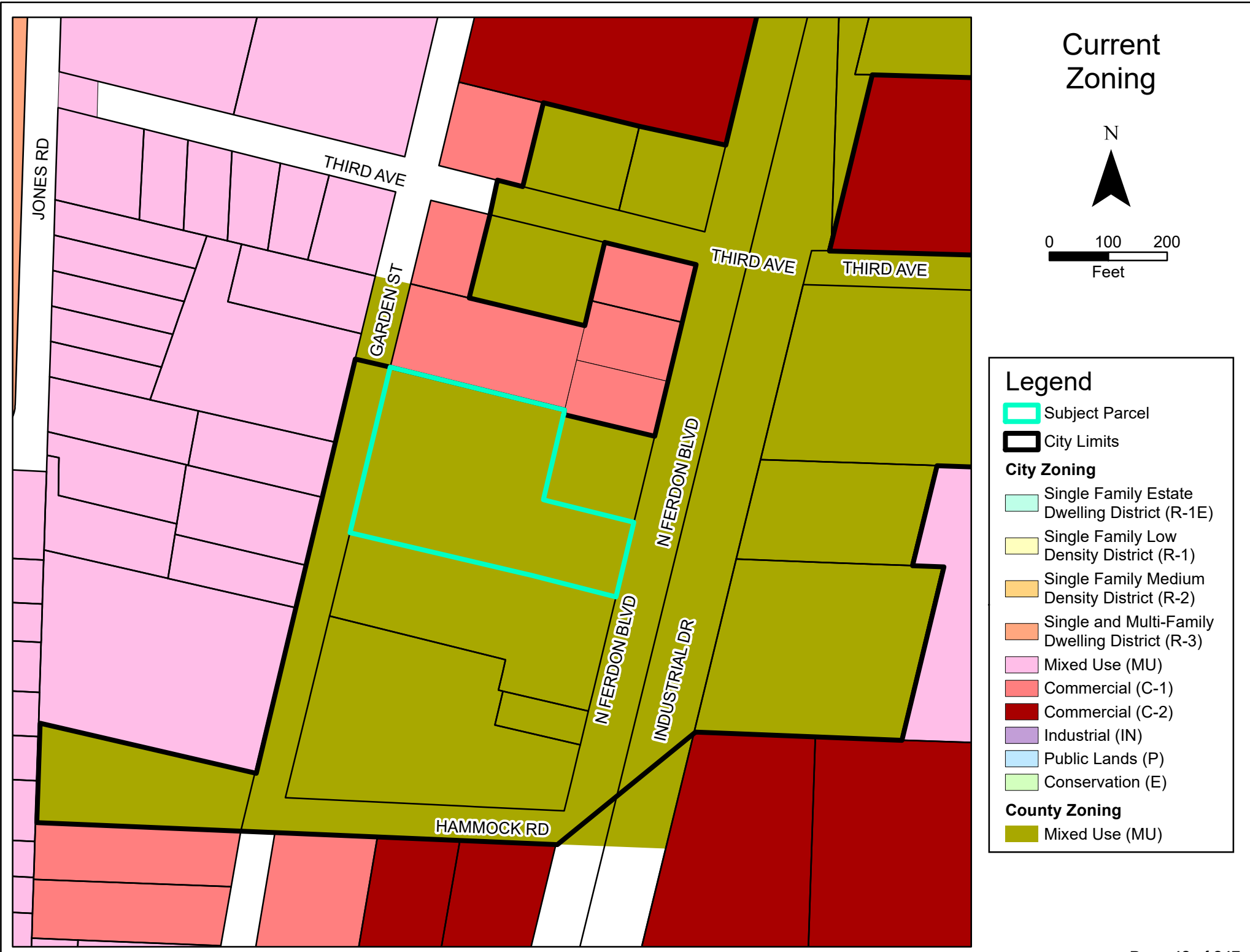
 Public Lands (PL)

 Residential (R)

County Future Land Use

 Mixed Use (MU)





Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

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 Industrial (IN)

 Mixed Use (MU)

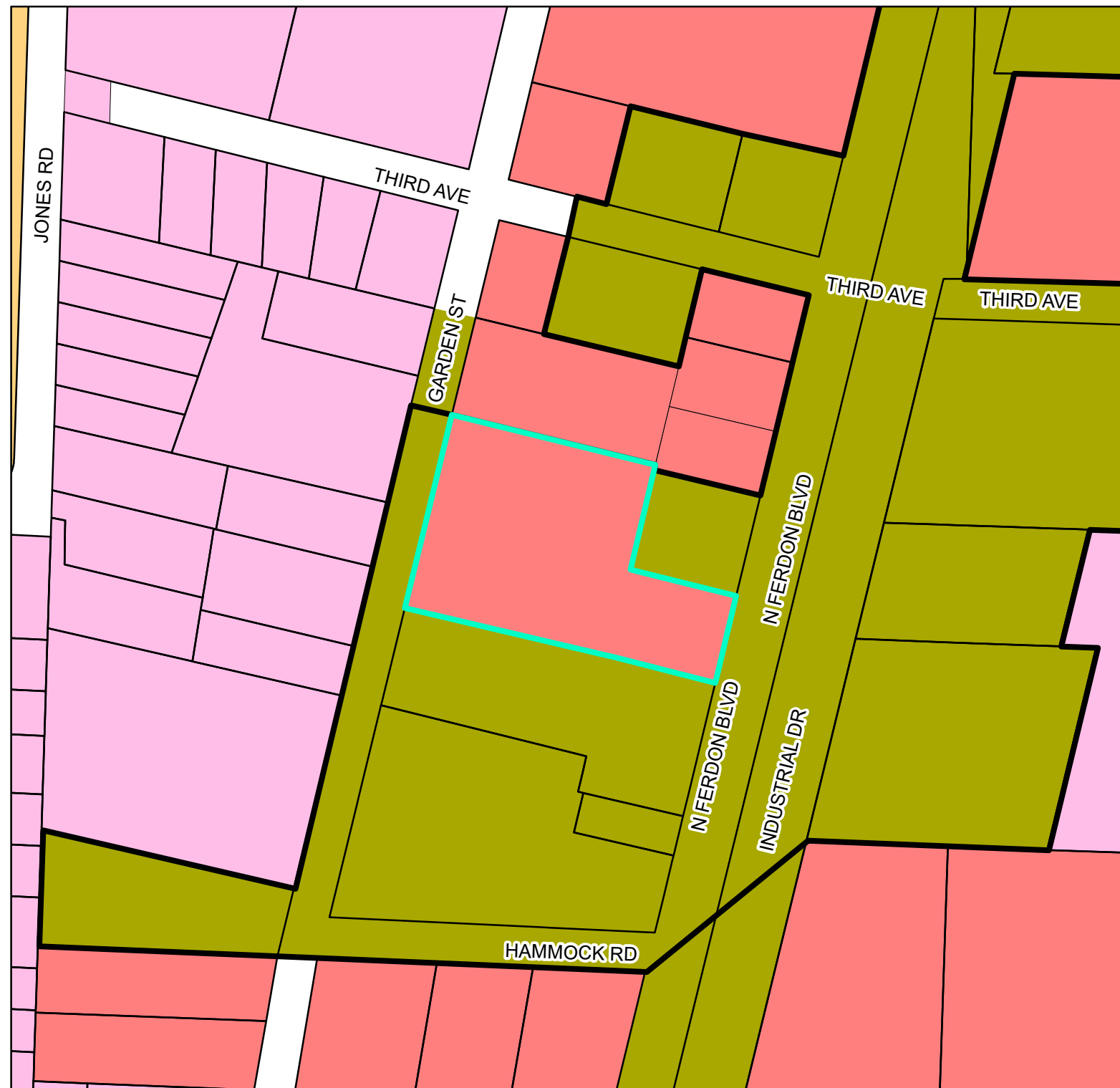
 Conservation (CON)

 Public Lands (PL)

 Residential (R)

County Future Land Use

 Mixed Use (MU)



Proposed Zoning



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Zoning

 Single Family Estate Dwelling District (R-1E)

 Single Family Low Density District (R-1)

 Single Family Medium Density District (R-2)

 Single and Multi-Family Dwelling District (R-3)

 Mixed Use (MU)

 Commercial (C-1)

 Commercial (C-2)

 Industrial (IN)

 Public Lands (P)

 Conservation (E)

 Planned Unit Development (PUD)

County Zoning

 Mixed Use (MU)





Staff Report

CITY COUNCIL MEETING DATE: June 24, 2024

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, CDS Planning Administrator
DATE: 6/17/2024
SUBJECT: Ordinance 1972 - 1126 N. Ferdon Rezoning

BACKGROUND:

On May 1, 2024 staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 1126 N Ferdon Blvd.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Mixed Use.

The application requests the Commercial Low-Intensity District (C-1) zoning designation for the property.

The Planning and Development Board recommended approval of the request on June 3, 2024, and the first reading was approved by the City Council on June 10, 2024.

DISCUSSION:

The property description is as follows:

Property Owner: Okaloosa County Teachers
Federal Credit Union
Crestview, FL 32539
Parcel ID: 04-3N-23-1840-0004-0030
Site Size: 2.49 acres
Current FLU: Okaloosa County Mixed Use
Current Zoning: Okaloosa County Mixed Use
Current Land Use: Commercial

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Commercial (C)	Commercial Low-Intensity District (C-1)	Vacant
East	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Commercial
South	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Commercial
West	Mixed Use (MU)	Mixed Use (MU)	Residential & Commercial

The subject property is currently developed for commercial use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property use will continue as commercial.

Staff reviewed the request for rezoning and finds the following:

- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable development on adjacent parcels.

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 13, 2024. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on May 22, 2024. The property was posted on May 21, 2024. An advertisement ran in the Crestview News Bulletin on May 23 & 30, 2024.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows.

Foundational – these are the four areas of focus that make up the necessary foundation of a successful local government.

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Quality of Life – these six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the rezoning request have been waived for this application as it was received during the moratorium on annexation fees. There is no additional cost of advertising as the rezoning request was included in the advertisement for annexation.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1972 on second reading.

Attachments

1. PZ-2024-3-Exhibit Packet

ORDINANCE: 1972

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 2.49 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY MIXED USE ZONING DISTRICT TO THE COMMERCIAL LOW-INTENSITY DISTRICT (C-1) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Section 166.041, Florida Statutes and Chapter 102, City Code.

SECTION 2 – PROPERTY REZONED. The following described 2.49 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 2.49 acres, more or less, being formerly zoned Okaloosa County Mixed Use with the Commercial (C) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1971, is hereby rezoned to Commercial Low-Intensity District (C-1) to wit:

PIN # 04-3N-23-1840-0004-0030

Lots 3, 4, 17, 18 and a portion of Lot 19, Block 4, OAKDALE MINIATURE FARMS, according to plat thereof on file in Plat Book 1, Page 129, in the office of the Clerk of Circuit Court, Okaloosa County, Florida, better described as follows:

Begin at the Northwest corner of Lot 3, Block 4, OAKDALE MINIATURE FARMS, as recorded in Plat Book 1 Page 129 of the Public Records of Okaloosa County, Florida; thence proceed South 77 degrees 26' 35" East, along the North line of said Lot 3, a distance of 310.00 feet to the centerline of an alley; thence proceed South 12 degrees 33' 27" West, along said centerline of alley, a distance of 159.38 feet to a westerly projection of the North line of Lot 17, Block 4, of said Oakdale Miniature Farms; thence proceed South 77 degrees 26' 35" East, along said projection and along the North line of Lot 17, a distance of 154.05 feet to the Westerly right of way line of Highway #85; thence proceed South 12 degrees 33' 27" West along said right of way line a distance of 130.73 feet to an easterly projection of the South line of Lot 4, Block 4, of said Oakdale Miniature Farms, thence proceed North 77 degrees 26' 35" West along said projection and along the South line of said Lot 4, a distance of 464.05 feet to the Southwest corner of said Lot 4 and the Easterly right of way line of Garden Street; thence proceed North 12 degrees 33' 27" East, along the Easterly right of way line of Garden Street, a distance of 290.11 feet to the Point of Beginning of the parcel herein described, and containing 2.53 acres, more or less.

SECTION 3 – MAP UPDATE. The Crestview Zoning Map, current edition, is hereby amended to reflect the above changes concurrent with passage of this ordinance, which is attached hereto.

SECTION 4 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect

the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 6 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 7 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1971 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 24th day of June, 2024.

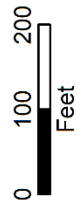
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 24th day of June, 2024.

J. B. Whitten
Mayor

Adopted Zoning



Legend

Subject Parcel

City Limits

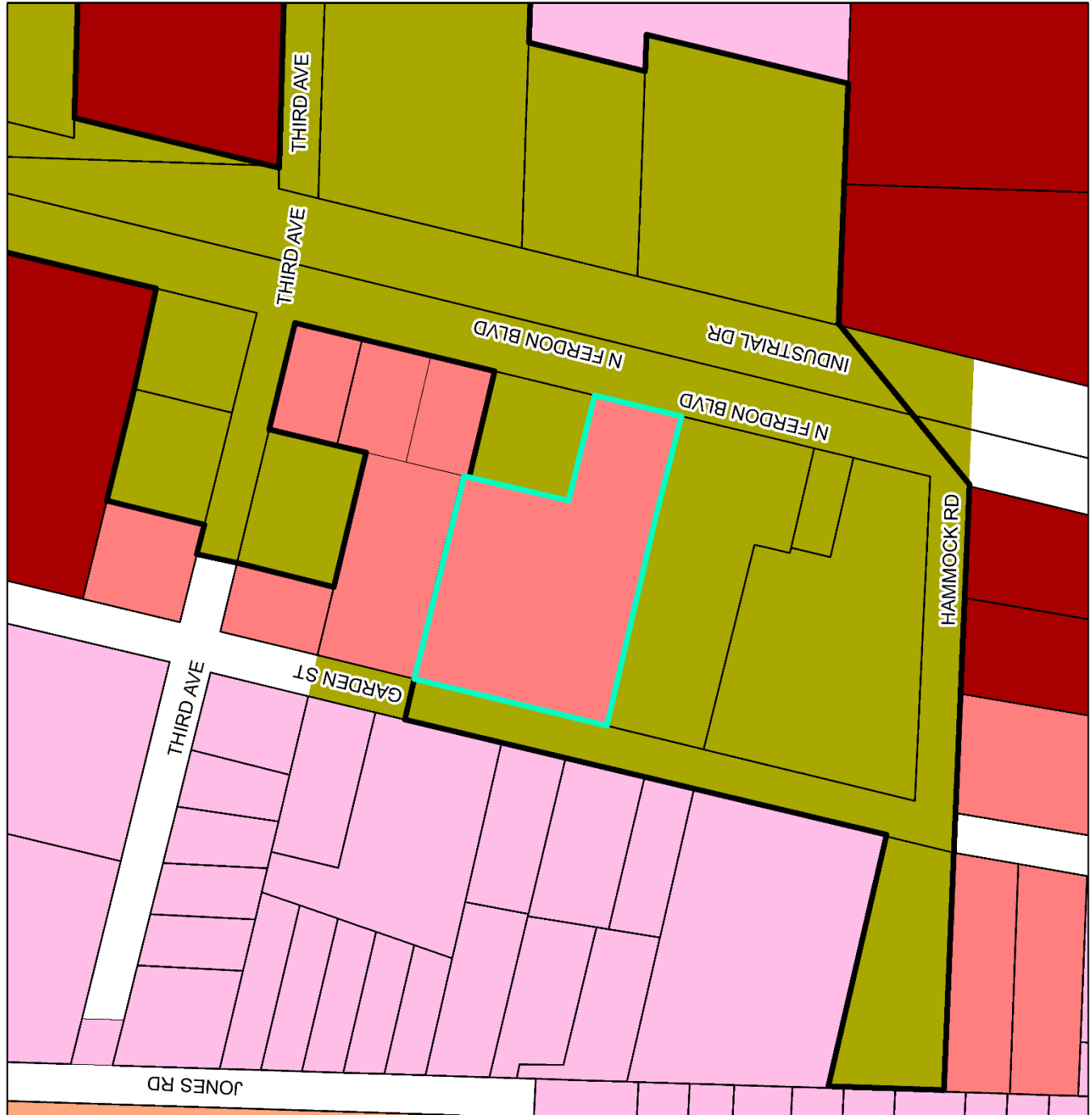
Zoning

City Zoning

- Single Family Estate
- Dwelling District (R-1E)
- Single Family Low
- Density District (R-1)
- Single Family Medium
- Density District (R-2)
- Single and Multi-Family
- Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)
- Planned Unit
- Development (PUD)

County Zoning

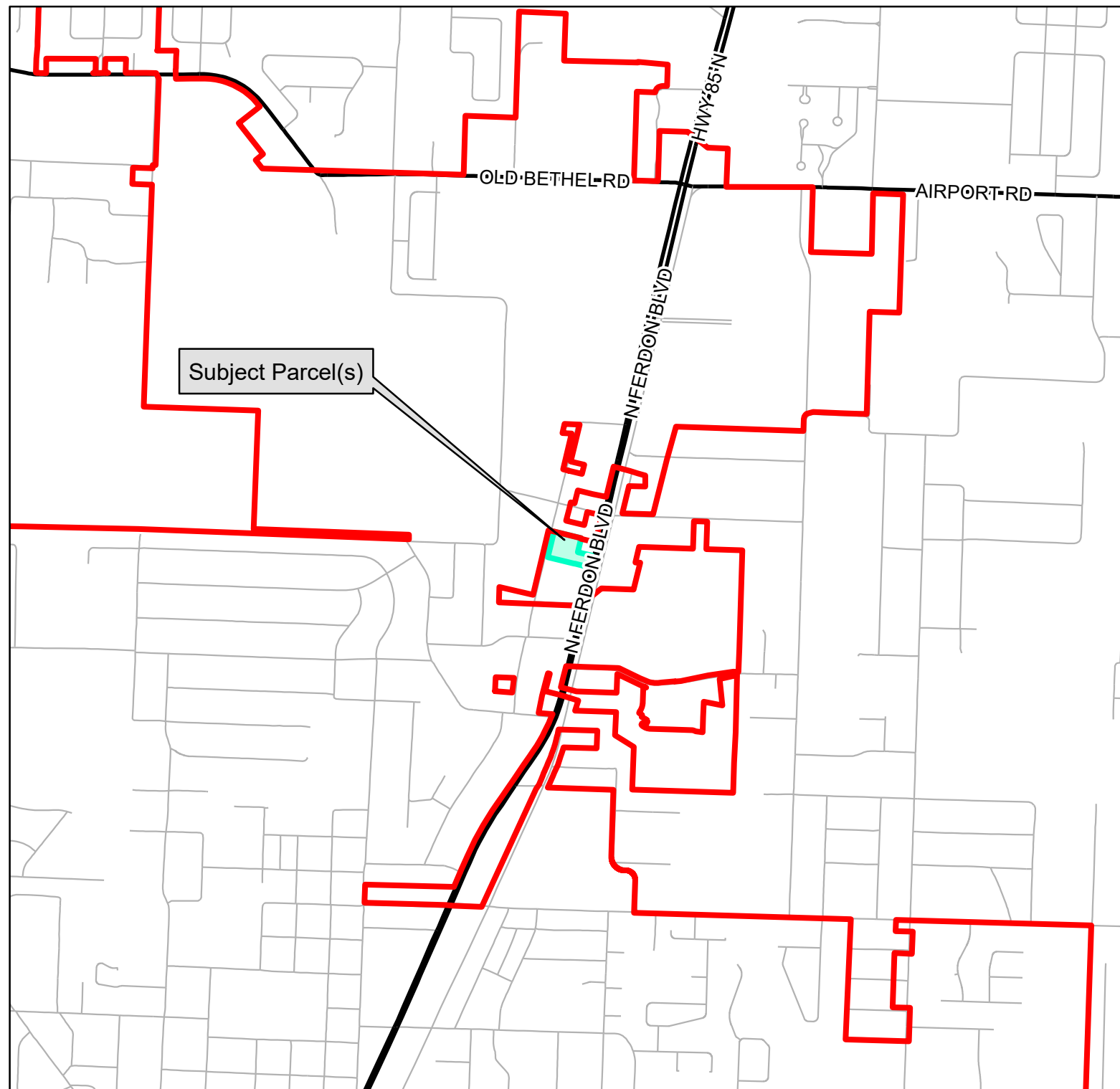
- Mixed Use (MU)



Vicinity Map



Not to Scale



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Current Future Land Use



0 100 200
Feet

Legend

Subject Parcel

City Limits

City Future Land Use

Commercial (C)

Industrial (IN)

Mixed Use (MU)

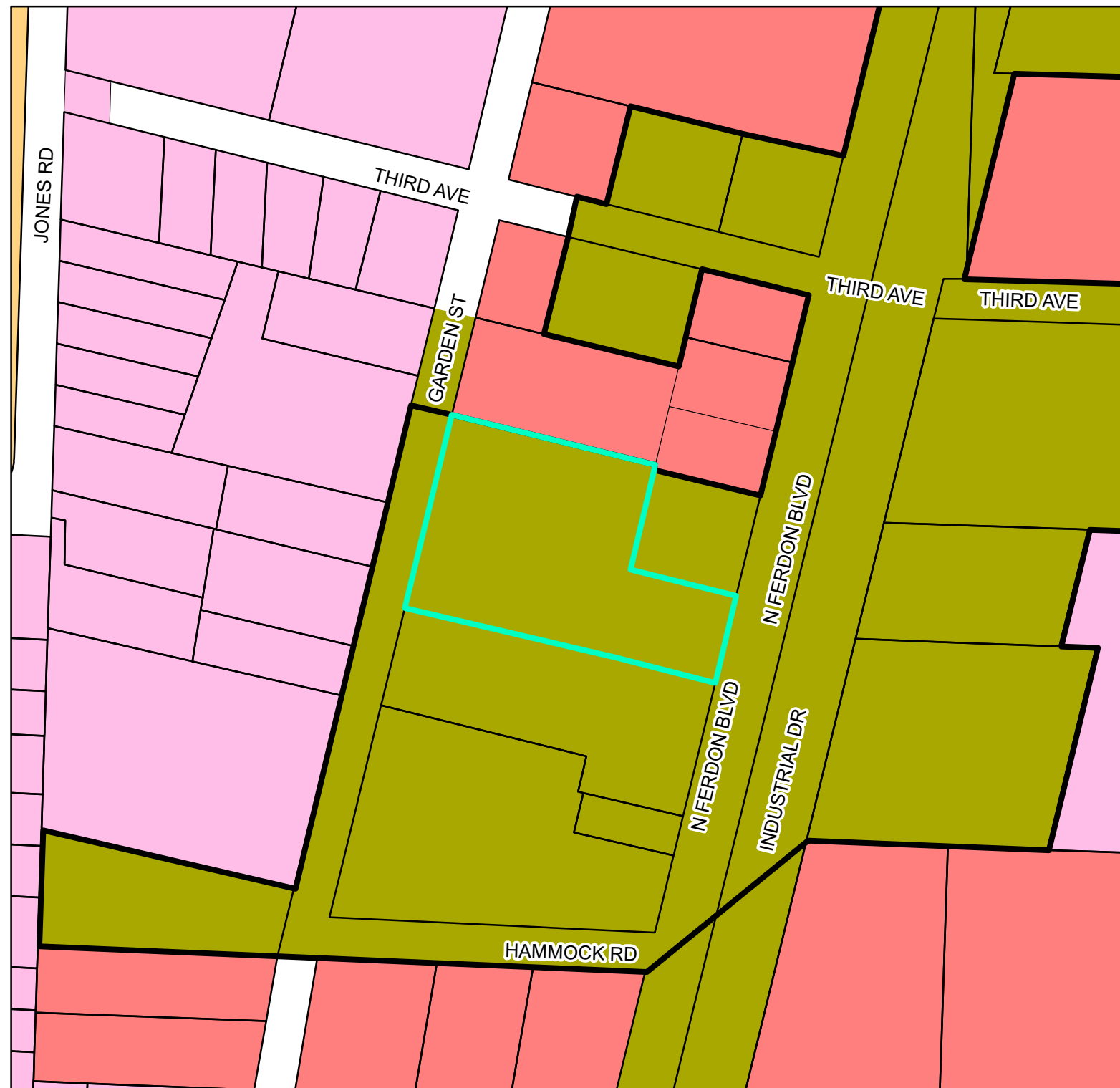
Conservation (CON)

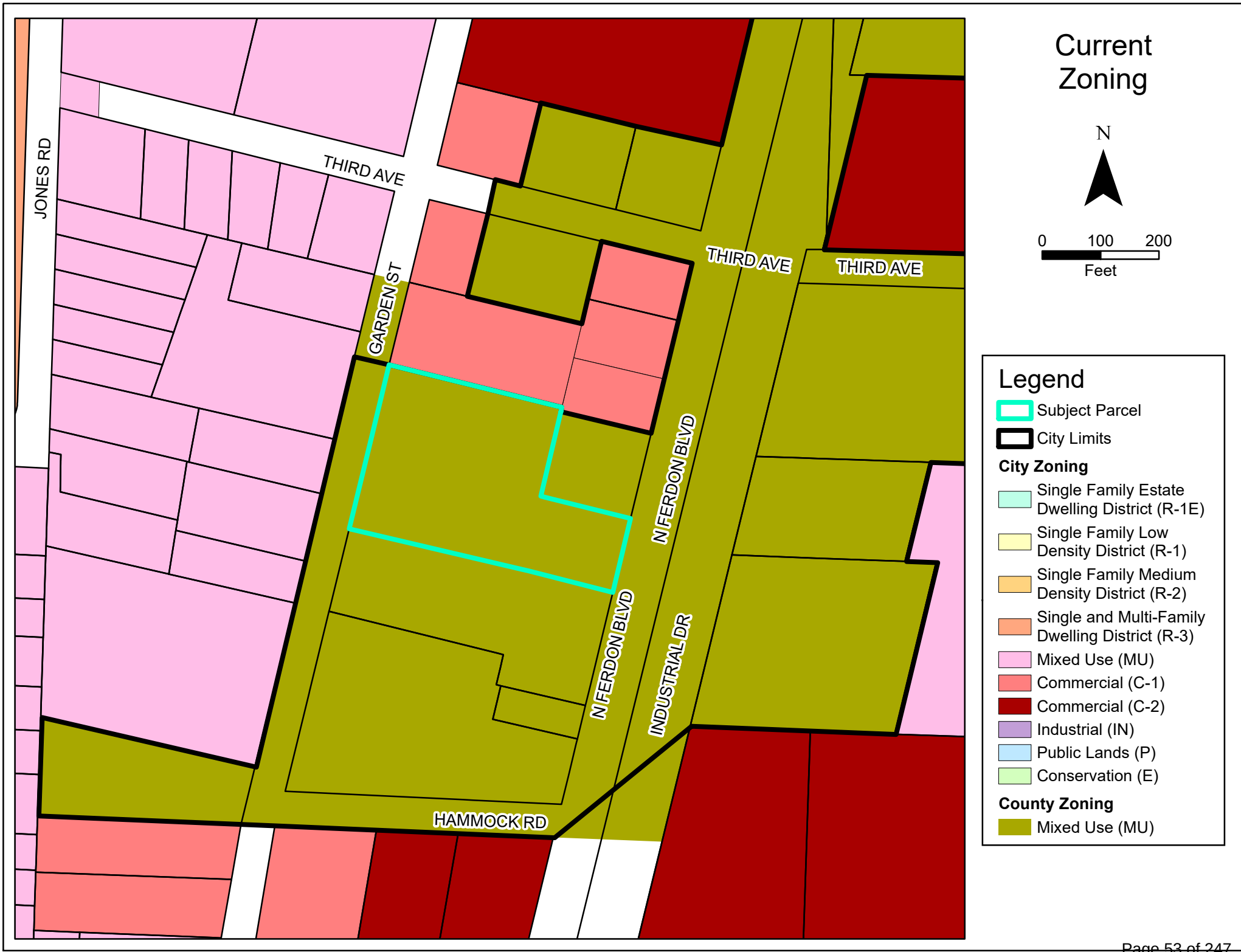
Public Lands (PL)

Residential (R)

County Future Land Use

Mixed Use (MU)





Proposed Future Land Use



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

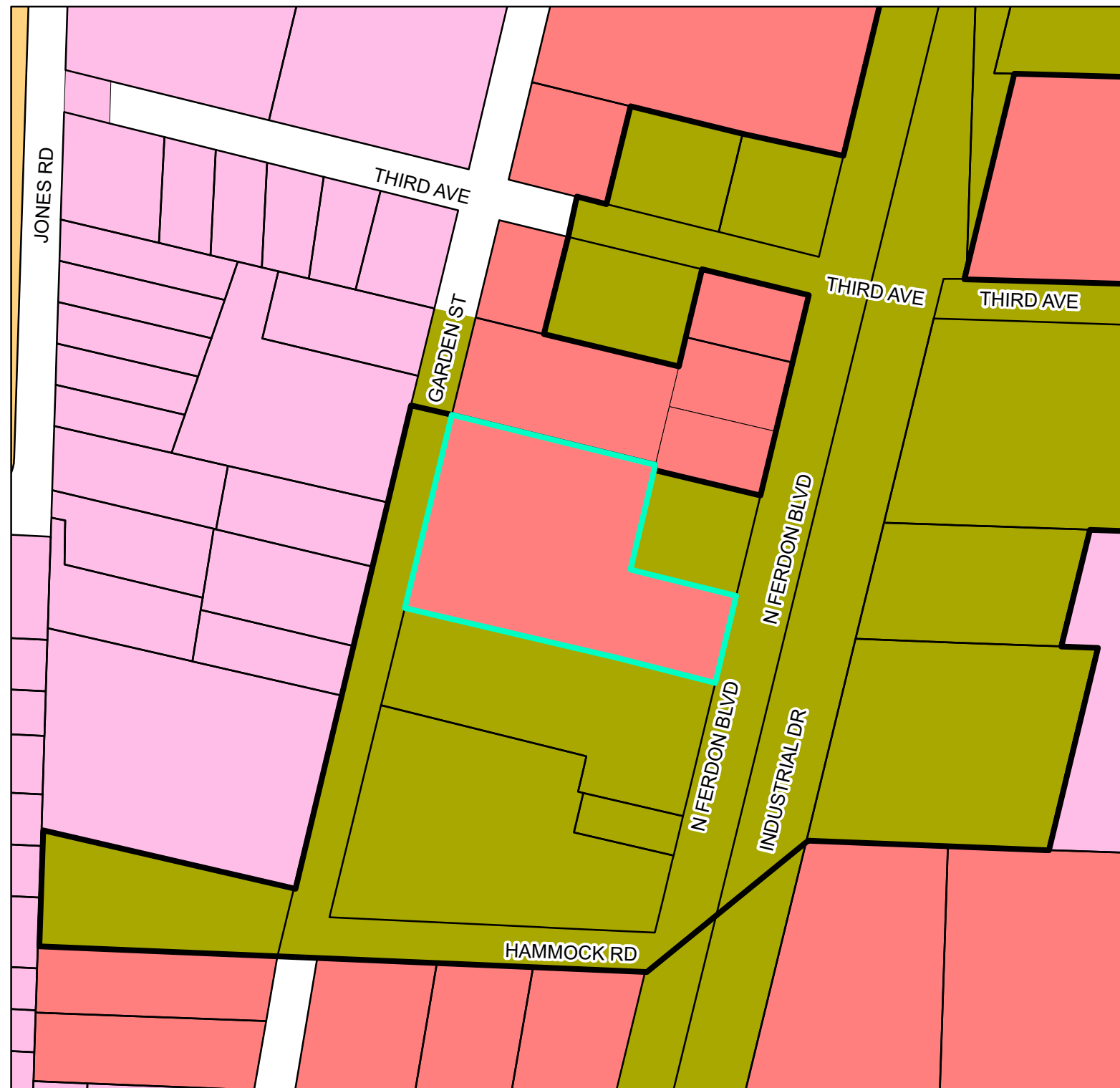
 Conservation (CON)

 Public Lands (PL)

 Residential (R)

County Future Land Use

 Mixed Use (MU)



Proposed Zoning



0 100 200
Feet

Legend

 Subject Parcel

 City Limits

City Zoning

 Single Family Estate Dwelling District (R-1E)

 Single Family Low Density District (R-1)

 Single Family Medium Density District (R-2)

 Single and Multi-Family Dwelling District (R-3)

 Mixed Use (MU)

 Commercial (C-1)

 Commercial (C-2)

 Industrial (IN)

 Public Lands (P)

 Conservation (E)

 Planned Unit Development (PUD)

County Zoning

 Mixed Use (MU)





Staff Report

CITY COUNCIL MEETING DATE: June 24, 2024

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director
DATE: 6/20/2024
SUBJECT: Resolution 2024-7, Budget Amendment for FY24

BACKGROUND:

The City Council adopted the Fiscal Year 2024 Operating Budget on September 25, 2023. Occasionally, it is necessary to amend the City's budget during the course of the year if the need arises.

DISCUSSION:

In Fiscal Year 2023, the Council approved various projects in the Fiscal Year 2023 budget that were not completed at year-end. The main purpose of Budget Amendment 2024-07 is to include those incomplete projects in the Fiscal Year 2024 budget.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The individual accounts affected are presented in Exhibit A.

RECOMMENDED ACTION

Staff respectfully requests a motion by City Council to approve Resolution 2024-07 - Fiscal Year 2024 Budget Amendment.

Attachments

1. Exhibit A

RESOLUTION: 2024- 7

**A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA,
AMENDING THE BUDGET TO MORE ACCURATELY REFLECT
REVENUES AND APPROPRIATIONS. THE AMENDMENTS ARE THE
RESULT OF VARIOUS PRIOR YEAR PROJECTS NOT COMPLETED
IN FY 2023 THEREFORE CARRYING FORWARD TO FY 2024, AND
PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS, The City Council has determined that it is in the best interest of the City to amend
its budget for the fiscal year 2024; and**

WHEREAS, The City's budget needs to be amended to reflect such change.

NOW THEREFORE BE IT RESOLVED that the City of Crestview of Okaloosa County,
Florida that:

1. The Budget is amended to accurately reflect estimated revenues and appropriations, a copy of which is
attached hereto.

2. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED IN REGULAR SESSION THIS ____ OF ____ 2024.

CITY OF CRESTVIEW, FLORIDA

JB Whitten, Mayor

Attest:

Maryanne Girard, City Clerk

Resolution No. 2024-7

FUND: CDBG		DEPARTMENT: CDBG		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
150-2625-554-83-02	Grants & Aid	31,847	102,308	134,155
150-2625-554-52-18	Public Projects	94,220	22,483	116,703
150-2625-554-90-00	Transfers	31,517	(778)	30,739
LINE ITEM TOTAL-----			124,013	0
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
150-0000-331-62-00	Annual Entitlement Grant	157,584	(3,889)	153,695
150-0000-389-90-01	C/F Carryforward from FY 23	0	127,902	127,902
LINE ITEM TOTAL-----			124,013	
COMMENTS/EXPLANATION: To Ammend for the CDBG 2023-2024 Annual Action Plan				
FUND: General Fund		DEPARTMENT: Code Enforcement		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-1424-524-52-18	Nuisance Abatement	15,000	30,000	45,000
LINE ITEM TOTAL-----			30,000	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-388-10-00	Sale of Capital Asset	0	30,000	30,000
LINE ITEM TOTAL-----			30,000	
COMMENTS/EXPLANATION: To incorporate revenues derived from the unbudgeted sale of lots discussed at the OCT 23 Meeting Item # 10.01 Revenues intended use is future blight.				
FUND: General Fund		DEPARTMENT: Grounds Maintenance		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-2771-572-64-01	Capitol Lease Payments	0	13,636	13,636
LINE ITEM TOTAL-----			13,636	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	Cash Carryforward	4,759,999	13,636	4,773,635
LINE ITEM TOTAL-----			13,636	
COMMENTS/EXPLANATION: Ground Maintenance is a new division for FY 2024 Lease Payments were not originally budgeted.				
FUND: General Fund		DEPARTMENT: Finance		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	Cash Carryforward	4,759,999	69,171	4,829,170
LINE ITEM TOTAL-----			69,171	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-2413-513-34-00	Contractual Services	0	69,171	69,171
LINE ITEM TOTAL-----			69,171	
COMMENTS/EXPLANATION: To contract Civic Initiatives to refine the procurement process. Approved under the City Manager's authority.				

Resolution No. 2024-07

FUND: General Fund		DEPARTMENT: Streets / Half Cent Sales Tax		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-1142-541-63-00	Streets/ Improvements	5,436,187	3,192,063	8,628,250
LINE ITEM TOTAL-----			3,192,063	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F Cash Carryforward	4,759,999	3,192,063	7,952,062
LINE ITEM TOTAL-----			3,192,063	
COMMENTS/EXPLANATION: Council awarded Bullard Excavating, Inc with the Downtown Streetscape Renovation February 7, 2024 in the amount of \$5,692,063.43. Residual cash will be utilized for the remainder of the balance not budgeted.				

FUND:		DEPARTMENT:		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-1735-533-63-00	Improvements	0	427,000	427,000
				0
				0
LINE ITEM TOTAL-----			427,000	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-0000-389-90-01	C/F Cash Carryforward	6,912,328	427,000	7,339,328
LINE ITEM TOTAL-----			427,000	
COMMENTS/EXPLANATION: Barge Sewer Hydraulic Modeling Phase 2 was approved at the April 4, 2024 Council meeting funding source Sewer Impact Fees.				

FUND:		DEPARTMENT:		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0822-522-52-01	Operating Supplies	22,100	15,068	37,168
LINE ITEM TOTAL-----			15,068	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F Cash Carryforward	4,759,999	15,068	4,775,067
LINE ITEM TOTAL-----			15,068	
COMMENTS/EXPLANATION: Unbudgeted Uniforms Needed.				

FUND:		DEPARTMENT:		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-347-28-00	Cultural Sponsor Fees	20,000	13,200	33,200
001-0000-347-.26-00	Sports Scoreboard Donation	350,000	20,000	370,000
				0
LINE ITEM TOTAL-----			33,200	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-2773-542-52-00	Operating Supplies	90,000	33,200	123,200
LINE ITEM TOTAL-----			33,200	
COMMENTS/EXPLANATION: To Incorporate the sports sponsorships and scoreboard donations into the Athletics budget.				

Resolution No. 2024-7

FUND: General Ffund			DEPARTMENT: Fire Department		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0822-522-63-00	Fire Improvements		0	41,583	41,583
					0
LINE ITEM TOTAL-----				41,583	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F FD trategic Plan		4,759,999	41,583	4,801,582
LINE ITEM TOTAL-----				41,583	
COMMENTS/EXPLANATION: Porta Gym was a 2023 Carryforward project utilizing leftover Fire Department Strategic Plan funds.					

FUND: General Fund			DEPARTMENT: Code Enforcement		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-1424-524-52-18	Nuisance Abatement		15,000	34,053	49,053
					0
					0
LINE ITEM TOTAL-----				34,053	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	Prior Year Unspent Collections		4,759,999	34,053	4,794,052
LINE ITEM TOTAL-----				34,053	
COMMENTS/EXPLANATION: In FY 2023 Code Enforcement collections were \$73,077 of that we spent \$39,024 in Nuisance Abatement leaving \$34,053 remaining to roll into the following FY2024.					

FUND: Utility Fund			DEPARTMENT: Utility Billing		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-1513-513-52-00	Operating Supplies		3,250	7,500	10,750
LINE ITEM TOTAL-----				7,500	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-0000-389-90-01	Cash Carryforward (Unspend Insurance budget)		6,912,328	7,500	6,919,828
LINE ITEM TOTAL-----				7,500	
COMMENTS/EXPLANATION: This C/F utilizes unspent insurance over budgeted in the FY2023 for the purchase of replacement desks in the Utility Department.					

FUND: General Fund			DEPARTMENT: Streets		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-1141-541-64-00	Equipment		0	62,777	62,777
					0
					0
LINE ITEM TOTAL-----				62,777	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-0000-389-90-01	C/F Unspent Line Item From FY2023		6,912,328	62,777	6,975,105
LINE ITEM TOTAL-----				62,777	

COMMENTS/EXPLANATION: Mowers and Trailers purchase budgeted in FY2023, carried forward to FY 2024.

RESOLUTION NO. # 2024-7

FUND: General Fund		DEPARTMENT: Streets			
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-1141-541-63-00	Improvements		630,635	48,140	678,775
001-1141-541-63-00	Improvements		630,635	11,140	689,915
001-1141-541-63-00	Improvements		630,635	62,772	752,687
001-1141-541-63-00	Improvements		630,635	58,933	811,620
001-1141-541-63-00	Improvements		630,635	19,000	830,620
001-1141-541-63-00	Improvements		630,635	12,905	843,525
LINE ITEM TOTAL-----				212,890	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F Carryforward		6,912,328	122,052	7,034,380
LINE ITEM TOTAL-----				212,890	
COMMENTS/EXPLANATION: CF from 23 Brookmeade Redstone Signal Engineering					
CF Brookmead/Redstone					
CF Garden Street Extension					
CF 2023 Street Striping					
CF Limb Beaver					
CF Street Resurfacing					

FUND: Utility Fund		DEPARTMENT: Water			
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-1633-533-63-00	Improvements		3,765,608	9,208	3,774,816
440-1633-533-63-00	Improvements		3,765,608	56,007	3,821,615
440-1633-533-63-00	Improvements		3,765,608	207,050	3,972,658
440-1633-533-63-00	Improvements		3,765,608	76,039	3,841,647
440-1633-533-63-00	Improvements		3,765,608	58,764	3,824,372
LINE ITEM TOTAL-----				407,067	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-0000-389-90-01	CF Carryforward			407,067	407,067
LINE ITEM TOTAL-----				407,067	
COMMENTS/EXPLANATION: CF Relocate Lines PJ					
CF Wifia Loan Support					
Arena Rd Tank Design					
Sewer Hydraulic Modeling					
WWTP Effluent Master Plan					

FUND:		DEPARTMENT:			
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-1735-533-63-00	Improvements		0	18,118	18,118
440-1735-533-63-00	Improvements		0	39,797	57,915
440-1735-533-63-00	Improvements				
LINE ITEM TOTAL-----				57,915	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-0000-389-90-01	CF Carryforward			57,915	57,915
LINE ITEM TOTAL-----				57,915	
COMMENTS/EXPLANATION: CF Lloyd St. Suction Pipe					
Trailer Pump					

RESOLUTION NO. # 2024-7

FUND:		DEPARTMENT:			
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-1935-535-63-00	Improvements		4,459,730	271,050	4,730,780
440-1935-535-63-00	Improvements		4,459,730	69,764	4,800,544
440-1935-535-63-00	Improvements		4,459,730	345,157	4,804,887
LINE ITEM TOTAL-----				685,971	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-0000-389-90-01	CF Carryforward			685,971	685,971
LINE ITEM TOTAL-----				685,971	
COMMENTS/EXPLANATION: Arena Road Water Tank Design Solids Handling Improvements Solids Handling Improvements					

FUND: Utility		DEPARTMENT: Public Works Admin			
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-0510-519-31-03	Engineering		129,775	5,733	135,508
LINE ITEM TOTAL-----				5,733	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
440-0000-389-90-01	CF Carryforward			5,733	5,733
LINE ITEM TOTAL-----				5,733	
COMMENTS/EXPLANATION: General Consulting Services					

FUND: General Fund		DEPARTMENT: Administrative Services			
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0413-512-56-00	Training		40,600	15,793	56,393
001-0311-511-49-00	Other Current Charges 76%		37,500	195,627	233,127
125-2624-524-49-00	Other Current Charges 3%		16,000	7,722	23,722
442-2238-538-49-00	Other Current Charges 2%		0	5,148	5,148
440-0311-511-49-00	Other Current Charges 19%		100,800	48,907	149,707
LINE ITEM TOTAL-----				273,197	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-369-00-00	Misc. Revenues		949,835	273,197	
LINE ITEM TOTAL-----				273,197	
COMMENTS/EXPLANATION: To Include BCBS Proshare money to FY 2024 Budget (Utilized for Stipend and training for employees)					

FUND: General Fund /Utility Fund		DEPARTMENT: BFM / Sewer			
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-2319-519-46-02	BFM Repairs - Buildings		184,279	197,444	381,723
440-1735-533-46-00	Repairs		409,345	66,981	476,326
LINE ITEM TOTAL-----				264,425	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-369-21-00	Other Reimbursements				
440-0000-369-21-00	Other Reimbursements				
LINE ITEM TOTAL-----				264,425	
COMMENTS/EXPLANATION: Storm Reimbursement Money					

Resolution No. 2024-7

FUND: General Fund			DEPARTMENT: Police		
<u>EXPENSE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0721-521-64-00	Equipment		790,775	250,000	1,040,775
001-0721-521-52-12	Crime Prevention		790,775	5,000	795,775
					0
LINE ITEM TOTAL-----				255,000	
<u>REVENUE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F Residual 1/2 Cent Sales Tax Dollars FY2023		4,759,999	250,000	5,009,999
LINE ITEM TOTAL-----				250,000	
COMMENTS/EXPLANATION: Utilizing residual Half Cent Sales Tax for the purchase of Police patrol cars approved by Council at the Dec 11, 2023 meeting. Utilizing ESCROW Money Approved February 22, 2024 Item# 10.03					



Staff Report

CITY COUNCIL MEETING DATE: June 24, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jayce Vanderford, Project Manager
DATE: 6/20/2024
SUBJECT: Fencing Services for Facilities and Special Projects

BACKGROUND:

On May 20, 2024, the City of Crestview advertised Invitation to Bid (ITB) 24-06-18-OM for Fencing Services for City facilities and special projects. The City maintains numerous fences across its facilities and due to the City's growth, there is a continuous need for reliable and competitively priced fencing services.

DISCUSSION:

The City recognized that establishing a competitively bid fencing service contract would be advantageous. It would ensure the City receives competitive pricing and expedite the procurement and installation of fencing services as needed.

On June 18, 2024, the City received and opened three bids from the following companies:

1. Harris Fence Installation Inc.
2. Mr. Fence of Florida Inc.
3. Northwest Florida Fence LLC.

These bids were reviewed by a selection committee on June 20, 2024. The committee unanimously agreed that contracting all three companies would provide the City with multiple options for fencing services, enhancing flexibility and ensuring timely project completion.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

Contracting multiple fencing service providers will help maintain competitive pricing and could potentially reduce overall costs for fencing projects. It will also minimize delays and ensure that projects can proceed without interruption, which can lead to cost savings through efficiency. Costs will be incurred based on currently budgeted projects.

RECOMMENDED ACTION

Staff respectfully requests a motion that the City Council approve the acceptance of the bids from Harris Fence Installation Inc., Mr. Fence of Florida Inc., and Northwest Florida Fence LLC and move to negotiate contracts with each bidder.

Attachments

1. ITB_24_06_18_OM_Fencing_Services_for_City_of_Crestview_Facilities_Special_Projects_Rev_6.4.24
2. Harris Fence Installation Bid 24-06-18 OM
3. Mr Fence Bid 24-06-18 OM
4. Northwest Florida Fences Bid 24-06-18 OM



Invitation to Bid (ITB)

24-06-18-OM

Fencing Services for City of Crestview Facilities & Special Projects

CITY OF CRESTVIEW

INVITATION TO BID

ITB #24-06-18-OM Fencing Services for City of Crestview Facilities & Special Projects

Notice is hereby given that the City of Crestview is soliciting bids for Fencing Services for City of Crestview Facilities & Special Projects.

Bids will be accepted in the City Clerk's Office, Crestview City Hall, 198 North Wilson Street, Crestview, Florida 32536 until **10:00 A.M. on June 18, 2024**, which may be amended by addendum issued by the City. All untimely bids will not be considered and will be returned to the Bidder unopened. All bids will be evaluated to ensure they contain all required forms to deem the Bidder responsive or non-responsive. **Bids will be opened and read aloud at 10:00 A.M. in the Council Chambers located in City Hall, 198 North Wilson Street, Crestview, Florida, 32536.**

There will be a **Non-Mandatory Bidders Conference Meeting** for the project at **10:00 A.M. (Central time) on June 4, 2024**, at City Hall, Council Chambers, 198 North Wilson Street, Crestview, Florida 32536. All attendees of the Bidders Conference Meeting shall sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. **Bidders are encouraged to attend the Non-Mandatory Bidders Conference Meeting and are urged to obtain bid documents, familiarize themselves with them, and submit questions before the meeting.**

DESCRIPTION: *The City of Crestview is soliciting sealed bids to provide annual fencing services for City of Crestview Facilities & Special Projects.*

All bids are solicited and will be evaluated on the criteria outlined in the ITB.

Copies of the bid documents, requirements, scope of service, and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Crestview website at www.cityofcrestview.org. All questions shall be directed **in writing** to the purchasing specialist, Heather Sutton, HeatherSutton@cityofcrestview.org, reference **"Questions on ITB #24-06-18-OM - Fencing Services for City of Crestview Facilities & Special Projects"** in the subject line. The last day for questions will be **June 11, 2024, at 5:00 P.M. CST.**

Direct all questions to:

**City of Crestview - City Hall
Attn: Heather Sutton
PO Box 1209
198 N Wilson Street
Crestview, Florida 32536**

Ph. (850) 682-1560 ext. 249

Fax: (850) 682-8077

Email: heathersutton@cityofcrestview.org

+ + END OF ADVERTISEMENT FOR ITB+ +

Contents

I.	INTRODUCTION	5
II.	SCHEDULE OF EVENTS AND COMMUNICATIONS.....	6
III.	SCOPE OF WORK	9
IV.	INSTRUCTIONS FOR COMPLETION OF BIDS	14
V.	BID EVALUATION	18
VI.	POST AWARD INFORMATION	19
VII.	GENERAL TERMS AND CONDITIONS.....	21
VIII.	ATTACHMENT A – BID PRICE SCHEDULE AND ACCEPTANCE OF BID TERMS AND CONDITIONS.....	34
IX.	ATTACHMENT #1 – PUBLIC ENTITY CRIMES	40
X.	ATTACHMENT #2 – DRUG FREE WORKPLACE.....	43
XI.	ATTACHMENT #3- CONFLICT OF INTEREST STATEMENT	44
XII.	ATTACHMENT #4 – LIABILITY & INDEMNIFICATION.....	46
XIII.	ATTACHMENT #5 ADDENDUM RECEIPT ACKNOWLEDGEMENT.....	47
XIV.	ATTACHMENT #6 – PUBLIC ACCESS FORM.....	48
XV.	ATTACHMENT #7 CERTIFICATION RE: SCRUTINIZED COMPANIES	50
XVI.	ATTACHMENT #8 REFERENCES	52
XVII.	ATTACHMENT #9 STATEMENT OF “NO SUBMITTAL”	53
XVIII.	ATTACHMENT #10 - CERTIFICATE OF NON-SEGREGATED FACILITIES ..	54

Sealed bids for Fencing Services for City of Crestview Facilities & Special Projects as described herein will be received by the Purchasing Department, until 10:00 am, Central (local) time on 06/18/2024. No bids will be accepted after the above stipulated date and time. This is an advertised solicitation, and the Bids received will be publicly read in the City Hall Council Chambers, 198 N. Wilson St., Crestview, Florida at 10:00 am on 06/18/2024.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

Sealed bids received by the City pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the Florida State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, Bids, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws regarding public contracting.

I. INTRODUCTION

A. BACKGROUND AND PURPOSE

The City of Crestview (hereinafter referred to as "City") was organized in 1916 and is governed by an elected board of five council members. Members of the council are elected to serve four-year terms. The city serves a population of over 20,000 residents in northwest Florida panhandle within an area of 16 square miles in Okaloosa County. In keeping with its mission, the City provides police and fire services, emergency communications, animal control, water and sewer services, parks maintenance, street and stormwater maintenance, youth sports, planning and zoning, building inspections and permitting, and a full range of administrative services. The City of Crestview has 267 employees, 261 full-time and 6 part-time.

INTENT – The City is seeking qualified, reliable contractor(s) to provide materials, installation, and removal services for fencing needs of the City on an as-needed basis.

BACKGROUND – The City would like to establish a Contractor(s) who can respond to fencing needs for all city facilities, lift stations, water wells, retention ponds, and miscellaneous locations as deemed by the City of Crestview, both on a routine basis and for emergency events. Additionally, the City may require specialty fencing services that fall outside the typical scope of work on an as-needed basis.

B. SYNONYMOUS TERMS

As used throughout this Bid and its attachments, the following terms are synonymous:

- a. Contractor, Firm, Bidder, are synonymous.
- b. Agreement, Contract, Purchase Order are synonymous.
- c. Project, Services, Scope, and Work are synonymous.

1.

C. DEFINITIONS (Add any additional definitions as needed)

- a. "The City," "City", and "City of Crestview" refer to the City of Crestview, Florida.
- b. "Contractor", "Firm", "Bidder", is any individual, entity, or combination thereof that submits a bid in response to this ITB.

II. SCHEDULE OF EVENTS AND COMMUNICATIONS

A. SCHEDULE OF EVENTS

The following Schedule of Events represents the City's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Central (Local) time.

Bids shall be submitted no later than the Bid Deadline time and date detailed in the ITB Schedule of Events. Bidders shall respond in a timely manner to the written ITB and any exhibits, attachments, or addenda. **A Bidder's failure to submit a Bid as required before the deadline will cause the Bid to be disqualified. Late Bids will not be accepted, nor will additional time be granted to any potential Bidder.**

The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The City is not responsible for the failure of the Bidder to check for any ITB document updates, changes, or answers to questions.

EVENT	DATE	TIME
City Issues ITB	05/20/2024	2:00 pm
*Bidders Conference (Non-Mandatory)	06/04/2024	10:00 am
Deadline for Written Comments and Questions.	06/11/2024	5:00 pm
City Issues Responses to Written Comments and Questions	06/14/2024	5:00 pm
Deadline - Bids Due	06/18/2024	10:00 am
City Completes Evaluations and issues Intent to Award Letter(s)	TBD	TBD
Anticipated Date to City Council for contract approval	06/24/24	6:00 pm
Notice to Proceed	TBD	TBD

***BIDDERS CONFERENCE:**

Special attention to the date and time of the pre-bid conference to be held for this project is indicated on the Solicitation Schedule. When the Pre-bid is MANDATORY, a representative of your firm must attend the meeting for your bid submittal to be considered responsive. Questions regarding this solicitation must be received in writing prior to the date and time as indicated in the solicitation schedule.

Date: 06/04/2024

Time: 10:00am

Location: City Hall Council Chambers 198 Wilson St N. Crestview, Florida 32536

IMPORTANT NOTE: It is imperative that all Bidders have a clear understanding of the scope of services requirements. As such, the City reserves the right to require a mandatory pre-bid conference. Therefore, in the event a mandatory pre-bid conference is required and/or subsequently scheduled, attendance will be a pre-requisite for a bid submittal; and bid submittals will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by the Bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

B. SINGLE POINT OF CONTACT

Heather Sutton, Buyer

heathersutton@cityofcrestview.org

Issuing Office - City of Crestview - City Hall

PO Box 1209

198 N Wilson Street

Crestview, Florida 32536

Ph. 850.682.1560 ext. 249

Fax. 850.682.8077

All information regarding this solicitation can be obtained by visiting <https://www.cityofcrestview.org/448/Bids-And-Requests> or in person by visiting Crestview City Hall.

All firms are hereby placed on formal notice that neither the City Council nor any employees from the City of Crestview Government are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit a response, or have submitted a response, for this project are not to contact City personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the City. Any such lobbying activities may cause immediate disqualification for this project.

Page 7 of 55

C. COMMUNICATIONS REGARDING THE ITB

Upon release of this ITB, all Bidder communications concerning this procurement must be directed to the Point of Contact named above. Unauthorized contact regarding the ITB with other City employees of the procuring City agency may result in disqualification.

Questions concerning this Bid, including specifications, requirements, terms and/or conditions of a solicitation, etc. must be submitted in writing no later than the date and time in the Schedule of Events. Bidders are responsible for checking <https://www.cityofcrestview.org/448/Bids-And-Requests> or in-person for any ITB document updates, changes, or answers to questions posted.

Any additional information not included in this solicitation which the City finds necessary and material to respond to the ITB will be posted as an addendum on <https://www.cityofcrestview.org/448/Bids-And-Requests> or in-person.

Any oral communications shall be considered unofficial and nonbinding on the City. Any irregularities or lack of clarity in the ITB should be brought to the attention of the City for correction or clarification during the initial question and answer period.

III. SCOPE OF WORK

Detailed Scope of Work

A. GENERAL SPECIFICATIONS - It will be the responsibility of the Contractor to furnish all services, labor, materials, equipment, tools, insurance, permits, and fees (if any) necessary to render the services according to the scope of services set forth by the City.

- **Pricing:**

- Pricing shall include materials, delivery, and installation.
- The pricing sheet will include options for 4-foot, 6-foot, and some 8-foot fencing to accommodate various project requirements.
- Product shall be FOB point delivered without additional freight charges.
- Upon completion of each individual project, the Contractor will submit to the City a detailed invoice to include all itemized materials, work performed, and labor hours used to complete the project.

- **Written Quotes:**

- When a written quote is requested, the Contractor shall submit to the representative of the department requesting a detailed written estimate of the proposed services prior to any work being performed by the Contractor.
- Written quotes shall be submitted within seven (7) days of the initial request by the City. The Contractor shall submit an itemized not-to-exceed price, giving a full description of the project for each project covered by this contract.
- Written quotes shall list the location name and address. The project estimate shall list each item per bid specification, i.e., bid items and quantity, all hardware items used, and labor. Each quote shall be submitted with a clear sketch or drawing indicating the work being quoted showing distance, and direction and swing of any gates (if applicable).

- **Materials:**

- All supplies, materials, and equipment used in the performance of this Contract shall be of the type and quality used in commercial fence installation and replacement services and shall be always maintained in good operating condition.

- Materials anticipated for projects are listed in detail on the Pricing Sheet (Section VIII, Page 34 of this bid document).
- Post spacing shall be spaced a maximum of 10'0" on center (o.c.). Terminal spans may be less, to a minimum of 7'0" in order to adjust line spans or even footage.
- Post Settings – All fence posts shall be set in concrete with no filler added. Concrete holding each post shall be crowned away from post to shed water. Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 2500 psi.
- Miscellaneous Fittings - Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A 153.
- Electrical Grounds - Electrical grounds shall be constructed at 300-foot intervals and where any power line passes over the fence. The ground shall be installed directly below the point of crossing. The ground shall be accomplished with a copper clad rod 8 feet long and a minimum of 5/8 inch in diameter driven vertically until the top is 6 inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of the ground rods shall not constitute a pay item and shall be considered incidental to fence construction.
- The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.
- **Fence Removal:**
 - When removing fence posts, the Contractor shall completely fill and compact post holes with dirt so they are level with the adjacent area. The Contractor shall not fill the post holes with the concrete removed from the old fence posts.
 - Contractor will be responsible for removing and disposing any existing fencing. Upon removal of existing fencing, the City reserves the option to retain fencing removed by Contractor (per department requesting services).

- **Warranty:**
 - All work shall conform to all existing governing authorities' codes and regulations. The work must be accomplished with professional methods and standards of the trade.
 - Contractor to indicate any extended warranties on materials and labor. Minimum 1-year warranty required on both materials & labor. The Contractor assumes full responsibility for completion of the services stipulated for fence installation and repair services.
- **Labor & Installation:**
 - Working Hours: The normal working hours for this contract shall be from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays unless otherwise written authorization from the City Representative is given.
 - The City reserves the right to question any job when the hours performed by the Contractor seem excessive for the work completed.
 - The Contractor shall visit job sites and be responsible for all field measurements and aware of job conditions.
 - Installation shall be in compliance with all requirements and instructions of applicable manufacturer.
 - Installation shall be done in a neat workman-like manner. The fence shall follow the natural contour of the ground (no gaps under fence) in a straight line from one point (corner) to another unless otherwise noted on the drawing. Fence posts shall be plumb, and the top rails shall be attached in a manner that forms a smooth horizontal alignment.
- **Safety:**
 - The Contractor shall be responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in and around the work area.
 - Execution of Work - The Contractor shall be responsible for performing the work necessary to meet the City standards in a safe, neat, and high-quality workmanlike manner using only accepted methods in carrying out the work and complying with all federal, state and local laws.
 - Loss control and safety: The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to

that end, the Contractor shall not be deemed to be an agent of the City.

- Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property.
- The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.
- It is agreed that Contractor takes full responsibility for all security measures or controls needed for the safe use of the subject premises and that the City does not represent that the security measures taken by the Contractor are adequate for the purposes intended.
- **Cleanup:**
 - All furnishings and equipment shall be placed back in the original location. All work areas must be returned to their original condition.
 - Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition.
 - **Note** – Any and all debris shall be removed from the premises – construction debris, trash, etc., shall not be left or buried on site.
- **Scheduled Projects:**
 - The Contractor shall respond by telephone or email to the designated City representative within three (3) business days from the time of initial notification of a new job.
 - Upon contact with the appropriate departmental representative, a walk-through of the proposed job site will occur within seven (7) business days or as scheduled with the City departmental representative.
 - Project work shall begin as scheduled with the City departmental representative and shall proceed with satisfactory progress, as determined by the City Representative, until completion.
 - Should the Contractor be unable to comply with the above milestone dates for individual project work, the City may contact and schedule work with another contractor.

- **Specialty Fencing:**

- Specialty fencing projects falling outside the ambit of the standard Invitation to Bid (ITB) shall be subjected to prior approval by the designated department of the city. This measure ensures compliance with city standards and project-specific requirements. Furthermore, the city reserves the unequivocal right to procure services from alternate contractors for the execution of such specialty fencing endeavors, thereby ensuring the optimal fulfillment of project specifications and objectives.

- **Emergencies:**

- In the event of a situation that could potentially harm individuals or City property, the City's need for emergency fencing will take precedence. The City Manager will have the discretion to determine what qualifies as an emergency situation. The Contractor is expected to respond to emergency calls within four (4) hours, adhering to the urgency of the situation.

B. Bidder Qualifications

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

Previous experience and references - Firms must demonstrate a minimum of five (5) years of experience in providing goods or performing work similar in size and scope as detailed herein. Provide a brief description of work, including location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the Reference Form included herein.

Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as "Active"

Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein.

Bonds –Provide applicable bond documents when required.

Note if you are not a single prime contractor, you will be required to list all subcontractors to be used for this project and their professional licenses.

Financial Capacity - The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five Days (5) of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

IV. INSTRUCTIONS FOR COMPLETION OF BIDS

A. SUBMITTING BIDS

1. **Bids must be submitted in person or by mail.** Bids submitted by any other means or methods will NOT be accepted. The Bid will be deemed non-responsive and not considered for award.
 - a. It is the sole responsibility of the Bidder to ensure their Bids reach the City before the Due Date and Time.
 - b. Late Bids will not be accepted, nor will additional time be granted to any potential Bidder.
2. Failure to provide all information, inaccuracy, or misstatement may be sufficient cause for rejection of the Bid or rescission of an award. Conversely, the City reserves the right to ask for specific information from a Bidder where a Bidder did not provide requested information.
3. Bidders are encouraged to use the following format for Bids:
 - a. All pages should be single-sided, single-spaced, with one (1) inch margins, using an appropriate type of font and size.
 - b. Identify the Bid number and Bidder name on every page submitted.
 - c. Include a table of contents identifying all aspects of the Bid (including exhibits and any addenda) with sufficient detail to facilitate easy reference to all requested information.
4. The Bid Price Schedule and Acceptance of Bid Terms and Conditions is included with the Bidding Documents.
 - a. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - b. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
5. A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
6. A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence

of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

7. A Bid by an individual shall show the Bidder's name and official address.
8. A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
9. All names shall be printed in ink below the signatures.
10. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.
11. As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.
12. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.
13. Postal and e-mail addresses and telephone number for communications regarding the Bid should be shown.
14. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
15. Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:
 - a. All items contained in the bid must be in total compliance with the specifications of this solicitation.

- b. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions, and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment A**, Bid Price Schedule and Acceptance of Bid Terms and Conditions.

C. BID CONTENT

ITB REQUIRED FORMS

Bidders shall include all applicable and properly executed forms.

Ensure review and completion of **Attachments A and #1-#10** and the following listed below:

Insurance Certificates. Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful Bidder(s) will be required to provide Certificate(s) of Insurance evidencing coverage as required in the Insurance Requirements within five (5) business days of the notification of intent to award. Note: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.

Proof of Licenses/certification. Please include copies of applicable licensure/certification, including but not limited to:

Provide proof of proper State of Florida business licensure and professional certification(s)/registration(s) in the State of Florida.

Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of corporations. Information concerning certification can be obtained at: <http://dos.myflorida.com/sunbiz/>. Please note: certification must be for active status only.

Local Business Tax Receipt. Provide a copy of your Local Business Tax Receipt. In accordance with Section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.

Tax Identification Number (TIN). All Bidders shall furnish a completed W-9 with Bid submittal. A tax identification number is required to do business with the City.

ADDITIONAL INFORMATION

Bidders may include a section for appendices including promotional material or supporting documentation not otherwise requested herein. Please clearly

designate this section in your response. This will be for informational purposes only and is not included in the 50-page count.

B. BID FORM

The Bid Price Schedule and Acceptance of Bid Terms and Conditions (**Attachment A**) shall be completed, signed, and submitted with bid package. An authorized signatory must sign attesting to knowledge of Scope of Services, committing to the prices as offered, and acceptance of the terms and conditions.

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

1. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted on 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.
3. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

V. BID EVALUATION

The owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The owner will reject the Bid of any Bidder that City of Crestview finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the City of Crestview will reject the Bid as nonresponsive; provided that City of Crestview also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

If City of Crestview awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

Evaluation of Bids

In evaluating Bids, City of Crestview will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

1. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
2. In evaluating whether a Bidder is responsible, City of Crestview will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

City of Crestview may conduct such investigations as City of Crestview deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

1. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
2. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
3. The quality of performance of previous contracts or services including previous performance with the City;
 - A. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

- B. Quality Control Program.
- C. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
- D. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
- E. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
- F. Such other information as may be relevant or secured.

Prior to awarding the contract, the selected firm will be required to supply the City with copies of a current City of Crestview Business Tax Receipt, Liability Insurance and Workmen's Compensation coverage.

VI. POST AWARD INFORMATION

A. AWARD OF CONTRACT

Award will be made to the lowest, most responsive, and responsible Bidder whose bid submittal meets the specifications.

- A. The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Commission. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.
 - 1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.
 - 2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
 - 3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

B. Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event

that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to City of Crestview, it shall be accompanied by required bonds and insurance documentation.

When City of Crestview issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within ten days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to City of Crestview. Within ten days thereafter, City of Crestview shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents.

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

B. TERM

It is the intent of this solicitation to secure a source for the City of Crestview, Florida for a period of one (1) year with four (4) one (1) year renewal options, at the mutual agreement of both parties.

C. FUNDING

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available within the fiscal year budget.

- A. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

VII. GENERAL TERMS AND CONDITIONS

A. SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement and Contract Management Division prior to the bid due date and time.

- A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.
- B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

B. UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

C. MATHEMATICAL ERRORS

Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.

Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.

Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

D. UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.

Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.

Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

E. FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

F. REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

G. DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

H. SPLIT AWARD (Not Applicable for Federal/LAP funded projects)

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

I. BID PRICE SCHEDULE

Each Bidder shall furnish the information required on the Bid Price Schedule and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

J. BID TABULATION

The bid tabulation will be posted on <https://www.cityofcrestview.org/448/Bids-And-Requests>.

Bidders may also call the Purchasing Division for results.

K. PUBLIC OPENING

- A. Bid submittals will be publicly opened by the Purchasing Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.
- B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.
- C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the

same or different names shall not be considered. If there is reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

- D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.
- E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.
- F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.
- G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

L. BIDDER'S SPECIFICATIONS AND NOT BIDDING

Each Bidder shall make accurate and clear statements in their bid response. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

M. PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

N. EXISTING PERMITS AND IDENTIFICATION NUMBERS

All permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

O. DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete Attachment Drug-Free Workplace Certification and include with your ITB response.

P. BID PREPARATION COSTS

The City shall not pay any costs associated with the preparation, submittal, or presentation of any Bid.

Q. BID WITHDRAWAL

To withdraw a Bid, the Bidder must properly withdraw its Bid before the deadline for submitting Bids. After withdrawing a previously submitted Bid, the Bidder may submit another Bid at any time up to the deadline for submitting Bids.

R. BID AMENDMENT

The City shall not accept any amendments, revisions, or alterations to Bids after the deadline for Bid submittal unless the City formally requests such in writing.

S. BID ERRORS

Bidders are liable for all errors or omissions contained in their Bids. Bidders will not be allowed to alter Bid documents after the deadline for submitting a Bid.

T. NON-WAIVER

The City's failure to address errors or omissions in the Bids shall not constitute a waiver of any requirement of this ITB by the City.

U. QUALIFICATIONS/INSPECTION

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Bidder's ability to perform. The ITB Coordinator reserves the right to reject Bids where evidence or evaluation is determined to indicate inability to perform.

V. PROHIBITION OF BIDDER TERMS & CONDITIONS

A Bidder may not submit the Bidder's own contract terms and conditions in response to this ITB. If a Bid contains such terms and conditions, the City, at its sole discretion, may determine the Bid to be a nonresponsive counteroffer, and the Bid may be rejected.

W. ASSIGNMENT AND SUBCONTRACTING

1. The Bidder may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. The City must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.
2. Notwithstanding the use of approved subcontractors, the Bidder, if awarded a contract under this ITB, shall be the prime contractor and shall be responsible for all work performed.
3. Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage or Contractor may insure subcontractors under its own policy.

X. JOINT VENTURES

All Bidders intending to submit a Bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Department of Business and Professional Regulations, Construction Industry Licensing Board and/or any other state or local licensing Agency prior to submitting a Bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

Y. INDEPENDENT PRICE DETERMINATION

A Bid shall be disqualified and rejected by the City if the price in the Bid was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Bidder, a City employee, or any Competitor.

Z. ITB AMENDMENT AND CANCELLATION

The City may amend this ITB in writing at any time. The City also reserves the right to cancel or reissue the ITB at its sole discretion. If an amendment is issued, it shall be posted and made available through the City's website. Bidders shall respond to the final written ITB and any exhibits, attachments, and amendments.

AA. RIGHT OF REJECTION

1. The City reserves the right, at its sole discretion, to reject all Bids or to cancel this ITB in its entirety.
2. Any Bid received which does not meet the requirements of this ITB may be considered nonresponsive, and the Bid may be rejected. Bidders must comply with all the terms of this ITB and all applicable State and City laws and regulations. The City may reject any Bid that does not comply with all the terms, conditions, and performance requirements of this ITB.
3. The City reserves the right, at its sole discretion, to waive variances in Bids provided such action is in the best interest of the City. Where the City waives minor variances in Bids, such waiver does not modify the ITB requirements or excuse the Bidder from full compliance with the ITB. Notwithstanding any minor variance, the City may hold any Bidder to strict compliance with the ITB.

BB. BID EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Bidder with lowest responsive, responsible Bid. The City reserves the right, at its sole discretion, to request clarifications of Bids or to conduct discussions for the purpose of clarification with any or all Bidders. If clarifications are made because of such discussion, the Bidder shall put such clarifications in writing.

CC. AWARD PROCESS

The City reserves the right to make an award without further discussion of any Bid submitted. Each Bid should be initially submitted on the most favorable terms the Bidder can offer. The City reserves the right to negotiate and/or include a best and final offer stage in the process.

Notwithstanding, the City reserves the right to add terms and conditions, deemed to be in the best interest of the City, during final negotiations. Any such terms and conditions shall be within the scope of the ITB and shall not affect the basis of Bid evaluations and will be incorporated in a purchase order. The City may negotiate with the apparent best evaluated Bidder.

DD. BACKGROUND CHECKS

By submitting a Bid, Bidder warrants that prior to the commencement of any work any employees assigned to the City will have passed a criminal background check, including drug testing performed at no costs to the City so that only qualified personnel of integrity will be furnished by Bidder and in conference with Federal and State Law. Bidder warrants they are in compliance with Florida Statute 166.0442, Bidder agrees to defend, indemnify and hold harmless the City, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty. The criminal background search must be performed by a third-party consumer reporting agency and include a City criminal search in each City in which the individual has lived or worked in the last seven years; social security validation and trace, along with a search against the National Sex Offender Registry. If the background check reveals any convictions or charges pending adjudication, aside from minor driving violations, Bidder must immediately notify HHSA.

EE. EXCLUSION OR DEBARMENT

A person or affiliate who has been placed on the convicted Consultant/Firm 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 Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.

Affirm that none of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, are excluded or debarred from participating in or being paid for participation in any Federal or State program. The Bidder shall submit their UEI number in their Bid that will be used to verify such status on the federal System for Award Management (SAM).

FF. DISCLOSURE OF BID CONTENTS

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

GG. PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the ITB document and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement and Contract Management Division with a detailed explanation and justification including statutory cites and specific reference to your Bid detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Bid being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

HH. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in **Exhibit C** before commencing work on the contract.

II. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure. Required business and professional licenses must be held and be in effect for the full term of an awarded contract and for any extension/renewal periods. All license, permit, impact or inspection fees due to the City as required throughout the contract are the responsibility of the contractor.

JJ. GOVERNING LAW

If an award is made, the contract will be made in the City of Crestview and shall be governed and construed in accordance with the laws of the State of Florida. Any action relating to the Contract shall be instituted and prosecuted in the courts of Okaloosa County, Florida.

KK. FEDERAL, STATE, AND LOCAL LAWS

The successful Bidder must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded Bidder to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible Bidder.

LL. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

MM. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of Florida) shall have the option to participate in any agreement created as a result of this ITB with the same terms and conditions specified, including pricing. The City shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the Bidder.

NN. ADDITIONAL PURCHASES

Following the award, the City may dispense with separate bidding for additional purchases of like item(s) from the successful Bidder within a twelve (12) month period from the initial purchase date provided that the Bidder agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

OO. EXTENSIONS

The City reserves the right to extend any contract past the end term date (once the initial term of three years, and both one-year renewals have been completed) upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

PP. INVOICES AND PAYMENT TERMS

Invoices are to be mailed to the City department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments. Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

QQ. COMPLIANCE

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the City to cancel the balance of the awarded purchase order and award will be made to the next lowest Bidder. Failure to receive City concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

RR. DEFAULT

In case of default by the awarded Bidder, the City may procure the goods or services from another source and may recover the loss thereby from any unpaid balance due the selected Bidder, or by any other legal means available to the City. The City may also ban selected Bidder up to two years from future solicitations for default.

SS. TERMINATION FOR CAUSE

If either party fail to substantially perform its obligations in accordance with any Agreement awarded, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the City reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the City. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

TT. TERMINATION FOR CONVENIENCE

The City reserves the right, in its best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

UU. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

VV. F.O.B. POINT

All prices quoted shall be F.O.B destination to the City of Crestview at the project location, freight prepaid (Proposer pays and bears freight charges, Proposer owns goods in transit and files any claims), excluding sales tax. The City is exempt from Federal Excise and Transportation taxes.

WW. E-VERIFY

A. Consultant/Firm is advised that Florida law requires each party to a public contract must register with and use the E-Verify system administered by the Social Security Administration and U.S. Citizenship and Immigration Services. Additionally, if a public contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized persons. The contractor must maintain a copy of the affidavit for the duration of the contract.

- B. By submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Consultant/Firm is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- C. A mere allegation of Consultant/Firm's intent to use and/or current use of unauthorized workers may not be a basis to delay the City's award of a Contract to the Consultant/Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the City.
- D. Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:
 - 1. The City's Purchasing Department at 850.682.1560 ext. 246: and
 - 2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
- E. Consultant/Firm is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:
 - 1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - 2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
 - 3. Establish a written hiring and employment eligibility verification policy.
 - 4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
 - 5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
 - 6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
 - 7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process
 - 8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Consultant/Firms to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor agreements.
 - 9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or

employee; for example, “no match” letters received from the Social Security Administration.

10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
 11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
 12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.
- F. In the event it is discovered that the Consultant/Firm’s knowingly violates the E-Verify requirements, or that a subcontractor knowingly violated the E-Verify requirements, the City is required to terminate this contract or order the Consultant/Firm to terminate the contract with the subcontractor immediately. This will not be considered a breach of contract. Additionally, the City may debar the Consultant/Firm from bidding on all City Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

XX. PROHIBITION AGAINST CONTINGENT FEES

The Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure an Agreement as a result of this solicitation process, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement as a result of this solicitation process.

YY. PROTESTS

All protests and required bonds shall be filed in accordance with the City’s Purchasing Procedures Manual.

PROTEST OF ITB PROVISIONS If a potential Bidder intends to protest any term, condition or specification of this ITB, a notice of intent to protest shall be filed with the City in writing within 72 hours, excluding Saturdays, Sundays and state holidays, after the posting of this ITB. The potential Bidder shall file a formal written protest within ten (10) days after filing of notice of intent to protest. Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and of the right to contest a term, condition, or specification of the ITB in a protest of an intended award.

CHALLENGE OF CITY'S INTENT TO AWARD CONTRACT

If a Bidder intends to protest the City's intent to award a contract(s), the notice of intent to protest shall be filed with the City in writing within 72 hours, excluding Saturdays, Sundays and state holidays, after posting of a notice of intent to award a contract(s) and the Bidder shall file a formal written protest within ten (10) days after filing of notice of intent to protest. Any Bidder who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code, and Section 120.57(3), Florida Statutes, shall post with the District at the time of filing the formal written protest, a bond pursuant to section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent to protest or failure to file a formal written protest and bond within the time prescribed in Chapter 28-110, Florida Administrative Code and sections 120.57(3) and 287.042(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

The remainder of the page is left intentionally blank.

VIII. ATTACHMENT A – BID PRICE SCHEDULE AND ACCEPTANCE OF BID TERMS AND CONDITIONS

Item	Description	Unit	Est. Qty	Price Per Unit
LABOR AND MATERIALS TO BE INCLUDED FOR ALL LINE ITEMS				
	Chain-Link Fencing – Black Vinyl Coated – 9 Gauge Core Steel			
	4 ft.			
1	4' Fence - 1 5/8" Top Rail	LF		\$
2	4' Gate (36")	EA		\$
3	4' Gate (48")	EA		\$
4	4' Gate (60")	EA		\$
5	4' Gate (72")	EA		\$
6	4' Double Leaf Gate (120")	EA		\$
7	4' Double Leaf Gate (144")	EA		\$
	6 ft.			
8	6' Fence - 1 5/8" Top Rail	LF		\$
9	6' Gate (36")	EA		\$
10	6' Gate (48")	EA		\$
11	6' Gate (60")	EA		\$
12	6' Gate (72")	EA		\$
13	6' Double Leaf Gate (120")	EA		\$
14	6' Double Leaf Gate (144")	EA		\$
	8 ft.			
15	8' Fence - 1 5/8" Top Rail	LF		\$
16	8' Gate (36")	EA		\$
17	8' Gate (48")	EA		\$
18	8' Gate (60")	EA		\$
19	8' Gate (72")	EA		\$

20	8' Double Leaf Gate (120")	EA		\$
21	8' Double Leaf Gate (144")	EA		\$

	Chain-Link Fencing – 9 Gauge			
	4 ft.			
22	4' Galvanized Metal Chain with 2" openings – 40 weight post and rail	LF		\$
23	4' Gate (36")	EA		\$
24	4' Gate (48")	EA		\$
25	4' Gate (60")	EA		\$
26	4' Gate (72")	EA		\$
27	4' Double Leaf Gate (120")	EA		\$
28	4' Double Leaf Gate (144")	EA		\$
	6 ft.			
29	6' Galvanized Metal Chain with 2" openings – 40 weight post and rail	LF		\$
30	6' Gate (36")	EA		\$
31	6' Gate (48")	EA		\$
32	6' Gate (60")	EA		\$
33	6' Gate (72")	EA		\$
34	6' Double Leaf Gate (120")	EA		\$
35	6' Double Leaf Gate (144")	EA		\$
	8 ft.			
36	8' Galvanized Metal Chain with 2" openings – 40 weight post and rail	LF		\$
37	8' Gate (36")	EA		\$
38	8' Gate (48")	EA		\$
39	8' Gate (60")	EA		\$
40	8' Gate (72")	EA		\$
41	Double Leaf Gate (120")	EA		\$

42	8' Double Leaf Gate (120")	EA		\$
43	8' Double Leaf Gate (144")	EA		\$
	Chain-link Fencing – 11.5 Gauge			
	4 ft.			
44	4' Galvanized Metal Chain with 2 3/8" openings	LF		\$
45	4' Gate (36")	EA		\$
46	4' Gate (48")	EA		\$
47	4' Gate (60")	EA		\$
48	4' Gate (72")	EA		\$
49	4' Double Leaf Gate (120")	EA		\$
50	4' Double Leaf Gate (144")	EA		\$
	6 ft.			
51	6' Galvanized Metal Chain with 2 3/8" openings	LF		\$
52	6' Gate (36")	EA		\$
53	6' Gate (48")	EA		\$
54	6' Gate (60")	EA		\$
55	6' Gate (72")	EA		\$
56	6' Double Leaf Gate (120")	EA		\$
57	6' Double Leaf Gate (144")	EA		\$
	8 ft.			
58	8' Galvanized Metal Chain with 2 3/8" openings	LF		\$
59	8' Gate (36")	EA		\$
60	8' Gate (48")	EA		\$
61	8' Gate (60")	EA		\$
62	8' Gate (72")	EA		\$
63	8' Double Leaf Gate (120")	EA		\$

64	Double Leaf Gate (144")	EA		\$
	Temporary Chain Link Fencing – 11.5 Gauge			
	6 ft.			
65	Install 6' galvanized chain link temporary fence with no top rail with 16-gauge .065 wall galvanized tubing posts. Terminal posts to be set in concrete, line posts to be driven into the ground.	LF		\$
	8 ft.			
66	Install 8' galvanized chain link temporary fence with no top rail with 16-gauge .065 wall galvanized tubing posts. Terminal posts to be set in concrete, line posts to be driven into the ground.	LF		\$

	Wooden Fencing – Privacy fence			
	6 ft.			
67	6' Stockade section (Pressure Treated Pine)	LF		\$
68	6' Gate (36")	EA		\$
69	6' Gate (48")	EA		\$
70	6' Gate (60")	EA		\$
71	6' Gate (72")	EA		\$
72	6' Double Leaf Gate (120")	EA		\$
73	6' Double Leaf Gate (144")	EA		\$
	8 ft.			
74	8' Stockage section (Pressure Treated Pine)	LF		\$
75	8' Gate (36")	EA		\$
76	8' Gate (48")	EA		\$
77	8' Gate (60")	EA		\$
78	8' Gate (72")	EA		\$
79	Double Leaf Gate (120")	EA		\$

80	8' Double Leaf Gate (144")	EA		\$
	Miscellaneous Charges			
81	Removal & Disposal of old fencing up to & including 8' High (Includes Labor)	LF		\$
82	12.5 Gauge Galvanized Barbed Wire	LF		\$
	TOTAL BID (Items 1-82)			\$
Note 1: ALL items quoted must be in compliance with the specifications. If you are taking exceptions, indicate those exceptions on a company letterhead and attach them to this invitation to bid.				

1. FOB Point: **Delivered**
2. Terms of Payment (e.g., Net 45) _____
3. **The City Shall Receive project completion notice within _____ days from the date the Vendor receives Purchase Order or Notice to Proceed**

**Recheck your quotations prior to submission.
Bids may not be changed after being opened.**

NOTE: The Bidder agrees that the quantities shown for unit price items are approximate and are subject to variations in the field and further agrees to do the work at the unit bid price whether the quantities are increased or decreased.

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item on the Price Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this ITB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the ITB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the ITB documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Crestview for the price(s) as set forth herein in the **Price Bid Form**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this ITB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

IX. ATTACHMENT #1 – PUBLIC ENTITY CRIMES

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS**

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract
_____ **[number/title]**

2. This sworn statement is submitted by _____
[name of company/firm]

whose business address is _____ and (if
applicable) Federal Employer Identification Number (FEIN) is _____ (if
the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____

3. My name is _____ and my relationship to the entity named
above is _____

4. I understand that a "public entity crime" as defined in Paragraph
287.133(a)(g), Florida Statutes, means a violation of any state or federal law by
a person with respect to and directly related to the transaction of business with
any public entity or with an agency or political subdivision of any other state or
with the United States, including, but not limited to, any bid or contract for goods
or services to be provided to any public entity or any agency or political subdivision
of any other state or of the United States and involving antitrust, fraud, theft,
bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph
287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public
entity crime with or without an adjudication of guilt, in any federal or state trial
court of records relating to charges brought by indictment or information after
July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty
or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida
Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime;
or

(Page 1 of 3 ATTACHMENT #1)

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.
- c. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies)**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

(Page 2 of 3 ATTACHMENT #1)

_____The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

Date:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☐ physical appearance or ☐ online notarization, this _____ day of ____ 20_, by _____who is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public

(Page 3 of 3 ATTACHMENT #1)

X. ATTACHMENT #2 – DRUG FREE WORKPLACE

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS
DRUG-FREE WORKPLACE CERTIFICATION**

The below signed Bidder certifies that it has implemented a drug-free workplace program. To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder/Contractor Name: _____
Mailing Address: _____
Telephone Number: _____ Fax Number: _____
E-mail Address: _____ FEIN: _____

Authorized Signature
Authorized Signature

Printed Name/Title
Printed Name/Title

Date
Date

XI. ATTACHMENT #3- CONFLICT OF INTEREST STATEMENT

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS
CONFLICT OF INTEREST STATEMENT**

A. THIS SWORN STATEMENT IS SUBMITTED

BY _____
[Name of entity submitting sworn statement]

whose business address

is _____

and (if applicable) its Federal Employer Identification Number
(FEIN) is _____.

My name is _____ and my relationship to the
above entity is _____.
[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a Bid/offer to ITB # _____ for
_____ Services.
2. The AFFIANT has made diligent inquiry and provided the information in this
statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been
submitted and tendered by the appropriate date and time and that said above
stated entity has no financial interest in other entities submitting a Bid for the
work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly
entered into any agreement, participated in any collusion or collusive activity,
or otherwise taken any action which in any way restricts or restraints the
competitive nature of this solicitation, including but not limited to the prior
discussion of terms, conditions, pricing, or other offer parameters required by
this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is
presently suspended or otherwise prohibited from participation in this
solicitation or any contract to follow thereafter by any government entity.
6. Neither the entity nor its affiliates, nor anyone associated with them, have any
potential conflict of interest because and due to any other clients, contracts,
or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management
or staff has a vested interest in any City Division/Department/Office.

(Page 1 of 2 ATTACHMENT #3)

Page 44 of 55

8. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Crestview government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Conflict of Interest and Non-Collusion Statement, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

(Page 2 of 2 ATTACHMENT #3)

XII. ATTACHMENT #4 – LIABILITY & INDEMNIFICATION

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS
LIABILITY & INDEMNIFICATION FORM**

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Bidder/Contractor Name: _____
Mailing Address: _____
Telephone Number: _____ Fax Number: _____
E-mail Address: _____ FEIN: _____

_____	_____	_____
Authorized Signature	Printed Name/Title	Date

XIII. ATTACHMENT #5 ADDENDUM RECEIPT ACKNOWLEDGEMENT

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS**

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the Addendum Receipt Acknowledgement Certification, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____
Mailing Address: _____
Telephone Number: _____ Fax Number: _____
E-mail Address: _____ FEIN: _____

_____ Authorized Signature	_____ Printed Name/Title	_____ Date
-------------------------------	-----------------------------	---------------

XIV. ATTACHMENT #6 – PUBLIC ACCESS FORM

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS
PUBLIC ACCESS FORM**

_____, as Bidder, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

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

(Page 1 of 2 ATTACHMENT #6)

- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: Maryanne Girard, City Clerk, (850) 682-1560 Extension 250, cityclerk@cityofcrestview.org, 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536**
- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

(Page 2 of 2 ATTACHMENT #6)

XV. ATTACHMENT #7 CERTIFICATION RE: SCRUTINIZED COMPANIES

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting Bids, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting Bids, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

(page 1 of 2, Attachment #7)

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this Contractor Certification Regarding Scrutinized Companies, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

(page 2 of 2, Attachment #7)

XVI. ATTACHMENT #8 REFERENCES

Reference 1:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Reference 2:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Reference 3:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

The Bidder shall complete and submit this Reference Form as a part of their response. The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

XVII. ATTACHMENT #9 STATEMENT OF "NO SUBMITTAL"

If you do not intend to submit on this solicitation, please complete and return this form prior to the date shown for receipt of Bids to:

City of Crestview

198 North Wilson Street

P.O. Box 1209

Crestview, Florida 32536

I/WE HAVE DECLINED TO SUBMIT A BID FOR _____, [Number]
titled _____ [TITLE] for the following reason(s): [Please
place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the solicitation.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

XVIII. ATTACHMENT #10 - CERTIFICATE OF NON-SEGREGATED FACILITIES

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US \$10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor’s control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor’s control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US \$10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ FEIN: _____

Authorized Signatory Printed Name

_____ Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

[END OF DOCUMENT]



Invitation to Bid (ITB)

24-06-18-OM

Fencing Services for City of Crestview Facilities & Special Projects

CITY OF CRESTVIEW

VIII. ATTACHMENT A – BID PRICE SCHEDULE AND ACCEPTANCE OF BID TERMS AND CONDITIONS

Item	Description	Unit	Est. Qty	Price Per Unit
LABOR AND MATERIALS TO BE INCLUDED FOR ALL LINE ITEMS				
	Chain-Link Fencing – Black Vinyl Coated – 9 Gauge Core Steel			
	4 ft. Including terminal Post			
1	4' Fence - 1 5/8" Top Rail	LF		\$ 24. ⁰⁰
2	4' Gate (36")	EA		\$ 650. ⁰⁰
3	4' Gate (48")	EA		\$ 675. ⁰⁰
4	4' Gate (60")	EA		\$ 700. ⁰⁰
5	4' Gate (72")	EA		\$ 725. ⁰⁰
6	4' Double Leaf Gate (120")	EA		\$ 1400. ⁰⁰
7	4' Double Leaf Gate (144")	EA		\$ 1475. ⁰⁰
	6 ft. Including terminal Post			
8	6' Fence - 1 5/8" Top Rail	LF		\$ 32. ⁰⁰
9	6' Gate (36")	EA		\$ 750. ⁰⁰
10	6' Gate (48")	EA		\$ 775. ⁰⁰
11	6' Gate (60")	EA		\$ 800. ⁰⁰
12	6' Gate (72")	EA		\$ 825. ⁰⁰
13	6' Double Leaf Gate (120")	EA		\$ 1600. ⁰⁰
14	6' Double Leaf Gate (144")	EA		\$ 1675. ⁰⁰
	8 ft. Including terminal Post			
15	8' Fence - 1 5/8" Top Rail	LF		\$ 40. ⁰⁰
16	8' Gate (36")	EA		\$ 875. ⁰⁰
17	8' Gate (48")	EA		\$ 915. ⁰⁰
18	8' Gate (60")	EA		\$ 955. ⁰⁰
19	8' Gate (72")	EA		\$ 995. ⁰⁰

20	8' Double Leaf Gate (120")	EA		\$ 1035 ⁰⁰
21	8' Double Leaf Gate (144")	EA		\$ 1075 ⁰⁰

Chain-Link Fencing - 9 Gauge				
4 ft. w/ T-Post				
22	4' Galvanized Metal Chain with 2" openings - 40 weight post and rail	LF		\$ 23.00
23	4' Gate (36")	EA		\$ 720 ⁰⁰
24	4' Gate (48")	EA		\$ 720 ⁰⁰
25	4' Gate (60")	EA		\$ 720 ⁰⁰
26	4' Gate (72")	EA		\$ 750 ⁰⁰
27	4' Double Leaf Gate (120")	EA		\$ 1440 ⁰⁰
28	4' Double Leaf Gate (144")	EA		\$ 1500 ⁰⁰
6 ft. w/ T-Post				
29	6' Galvanized Metal Chain with 2" openings - 40 weight post and rail	LF		\$ 27.00
30	6' Gate (36")	EA		\$ 840 ⁰⁰
31	6' Gate (48")	EA		\$ 850 ⁰⁰
32	6' Gate (60")	EA		\$ 860 ⁰⁰
33	6' Gate (72")	EA		\$ 870 ⁰⁰
34	6' Double Leaf Gate (120")	EA		\$ 1660 ⁰⁰
35	6' Double Leaf Gate (144")	EA		\$ 1620 ⁰⁰
8 ft. w/ T-Post				
36	8' Galvanized Metal Chain with 2" openings - 40 weight post and rail	LF		\$ 35.00
37	8' Gate (36")	EA		\$ 840 ⁰⁰
38	8' Gate (48")	EA		\$ 865 ⁰⁰
39	8' Gate (60")	EA		\$ 915 ⁰⁰
40	8' Gate (72")	EA		\$ 990.00
41	Double Leaf Gate (120")	EA		\$

42	8' Double Leaf Gate (120")	EA		\$ 1840 ⁰⁰
43	8' Double Leaf Gate (144")	EA		\$ 1870 ⁰⁰
Chain-link Fencing – 11.5 Gauge				
4 ft. w/ t-post				
44	4' Galvanized Metal Chain with 2 3/8" openings	LF		\$ 14. ⁰⁰
45	4' Gate (36")	EA		\$ 320. ⁰⁰
46	4' Gate (48")	EA		\$ 320 ⁰⁰
47	4' Gate (60")	EA		\$ 320 ⁰⁰
48	4' Gate (72")	EA		\$ 320 ⁰⁰
49	4' Double Leaf Gate (120")	EA		\$ 680 ⁰⁰
50	4' Double Leaf Gate (144")	EA		\$ 680 ⁰⁰
6 ft. w/ t-post				
51	6' Galvanized Metal Chain with 2 3/8" openings	LF		\$ 16. ⁰⁰
52	6' Gate (36")	EA		\$ 345 ⁰⁰
53	6' Gate (48")	EA		\$ 370. ⁰⁰
54	6' Gate (60")	EA		\$ 395 ⁰⁰
55	6' Gate (72")	EA		\$ 420 ⁰⁰
56	6' Double Leaf Gate (120")	EA		\$ 700 ⁰⁰
57	6' Double Leaf Gate (144")	EA		\$ 700 ⁰⁰
8 ft. w/ t-posts				
58	8' Galvanized Metal Chain with 2 3/8" openings	LF		\$ 29. ⁰⁰
59	8' Gate (36")	EA		\$ 980 ⁰⁰
60	8' Gate (48")	EA		\$ 980 ⁰⁰
61	8' Gate (60")	EA		\$ 980 ⁰⁰
62	8' Gate (72")	EA		\$ 980 ⁰⁰
63	8' Double Leaf Gate (120")	EA		\$ 1850 ⁰⁰

64	Double Leaf Gate (144")	EA		\$ 1900 ⁰⁰
	Temporary Chain Link Fencing - 11.5 Gauge			
	6 ft.			
65	Install 6' galvanized chain link temporary fence with no top rail with 16-gauge .065 wall galvanized tubing posts. Terminal posts to be set in concrete, line posts to be driven into the ground.	LF		\$ 16.00
	8 ft.			
66	Install 8' galvanized chain link temporary fence with no top rail with 16-gauge .065 wall galvanized tubing posts. Terminal posts to be set in concrete, line posts to be driven into the ground.	LF		\$ 18.00

	Wooden Fencing - Privacy fence			
	6 ft. with 6x6 gate post			
67	6' Stockade section (Pressure Treated Pine)	LF		\$ 25 ⁰⁰
68	6' Gate (36")	EA		\$ 230 ⁰⁰
69	6' Gate (48")	EA		\$ 230 ⁰⁰
70	6' Gate (60")	EA		\$ 230 ⁰⁰
71	6' Gate (72")	EA		\$ 230 ⁰⁰
72	6' Double Leaf Gate (120")	EA		\$ 290 ⁰⁰
73	6' Double Leaf Gate (144")	EA		\$ 290 ⁰⁰
	8 ft. with 6x6 gate posts			
74	8' Stockade section (Pressure Treated Pine)	LF		\$ 34.00
75	8' Gate (36")	EA		\$ 230 ⁰⁰
76	8' Gate (48")	EA		\$ 230 ⁰⁰
77	8' Gate (60")	EA		\$ 230 ⁰⁰
78	8' Gate (72")	EA		\$ 230 ⁰⁰
79	Double Leaf Gate (120")	EA		\$ 370 ⁰⁰

80	8' Double Leaf Gate (144")	EA		\$ 370 ⁰⁰
	Miscellaneous Charges			
81	Removal & Disposal of old fencing up to & including 8' High (Includes Labor)	LF		\$ 6. ⁰⁰
82	12.5 Gauge Galvanized Barbed Wire	LF		\$ 8. ⁰⁰
	TOTAL BID (Items 1-82)			\$ 54,457 ⁰⁰
Note 1: ALL items quoted must be in compliance with the specifications. If you are taking exceptions, indicate those exceptions on a company letterhead and attach them to this invitation to bid.				

1. FOB Point: **Delivered**
2. Terms of Payment (e.g., Net 45) Net 30
3. **The City Shall Receive project completion notice within 5 days from the date the Vendor receives Purchase Order or Notice to Proceed**

**Recheck your quotations prior to submission.
Bids may not be changed after being opened.**

NOTE: The Bidder agrees that the quantities shown for unit price items are approximate and are subject to variations in the field and further agrees to do the work at the unit bid price whether the quantities are increased or decreased.

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item on the Price Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this ITB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the ITB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the ITB documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Crestview for the price(s) as set forth herein in the **Price Bid Form**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this ITB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor Name: Harris Fence Installation, Inc
Mailing Address: 1588 Garrett Mill Rd Baker, AL 32531
Telephone Number: (856) 537-6116 Fax Number: (856) 537-3461
E-mail Address: harrisfence850@yahoo FEIN: 331075460
Rebecca Harris Rebecca Harris 6/14/24
Authorized Signature Printed Name/Title Date
Vice President

IX. ATTACHMENT #1 – PUBLIC ENTITY CRIMES

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS**

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract

Rebecca Harris Vice Pres [number/title]

2. This sworn statement is submitted by Harris Fence Installation, Inc
[name of company/firm]

whose business address is 1588 Garrett Mill Rd Baker, FL and (if
applicable) Federal Employer Identification Number (FEIN) is 331078460 (if
the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____)

3. My name is Rebecca Harris and my relationship to the entity named
above is Vice-President

4. I understand that a "public entity crime" as defined in Paragraph
287.133(a)(g), Florida Statutes, means a violation of any state or federal law by
a person with respect to and directly related to the transaction of business with
any public entity or with an agency or political subdivision of any other state or
with the United States, including, but not limited to, any bid or contract for goods
or services to be provided to any public entity or any agency or political subdivision
of any other state or of the United States and involving antitrust, fraud, theft,
bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph
287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public
entity crime with or without an adjudication of guilt, in any federal or state trial
court of records relating to charges brought by indictment or information after
July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty
or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida
Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime;
or

(Page 1 of 3 ATTACHMENT #1)

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.
- c. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies)**

RH Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

(Page 2 of 3 ATTACHMENT #1)

_____The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by, or pending with, the Department of General Services.)

Rebecca Harris
(Signature)

6/14/24
Date:

STATE OF FLORIDA
COUNTY OF Okaloosa

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 14th day of June 2024, by Rebecca Harris who is personally known to me or has produced Driver's License as identification.

My Commission Expires: April 6th 2026 Notary Public Leslie Barth

(Page 3 of 3 ATTACHMENT #1)



LESLIE BARTHE
Commission # HH 241233
Expires April 6, 2026

X. ATTACHMENT #2 – DRUG FREE WORKPLACE

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS
DRUG-FREE WORKPLACE CERTIFICATION**

The below signed Bidder certifies that it has implemented a drug-free workplace program. To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder/Contractor Name: Harris Fence Installation, Inc
Mailing Address: 1588 Garrett Mill Rd Baker, Florida
Telephone Number: (850) 537-6169 Fax Number: (850) 537-3461
E-mail Address: harris.fence856@yahoo FEIN: 331075460
Rebecca Harris Rebecca Harris Vice President 10/14/24
Authorized Signature Printed Name/Title Date
Authorized Signature Printed Name/Title Date

XI. ATTACHMENT #3- CONFLICT OF INTEREST STATEMENT

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS
CONFLICT OF INTEREST STATEMENT**

A. THIS SWORN STATEMENT IS SUBMITTED

BY Harris Fence Installation, Inc
[Name of entity submitting sworn statement]

whose business address

is 1588 Garrett Mill Road Baker, FL

and (if applicable) its Federal Employer Identification Number
(FEIN) is 33 1075460.

My name is Rebecca Harris and my relationship to the
above entity is Vice-President.
[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a Bid/offer to ITB # 24-06-18-OM for Fence Services.
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a Bid for the work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
6. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

(Page 1 of 2 ATTACHMENT #3)

Page 44 of 55

8. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Crestview government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Conflict of Interest and Non-Collusion Statement, is truthful and correct at the time of submission.

Bidder/Contractor Name: Harris Fence Installation, Inc
 Mailing Address: 1588 Garrett Mill Road Baker FL
 Telephone Number: 850 537-1616 Fax Number: 850 537-8461
 E-mail Address: harrisfence850@yahoo.com FEIN: 331075460
Rebecca Harris Rebecca Harris 01/14/24
 Authorized Signature Printed Name/Title Date
Vice-President

(Page 2 of 2 ATTACHMENT #3)

XII. ATTACHMENT #4 – LIABILITY & INDEMNIFICATION

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS
LIABILITY & INDEMNIFICATION FORM**

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Bidder/Contractor Name: Harris Fence Installation, Inc
Mailing Address: 1588 Garrett Mill Rd Baker, Florida 32531
Telephone Number: 850 537-6119 Fax Number: 850 537-3461
E-mail Address: harrisfence850@yahoo FEIN: 331075460
Rebecca Harris Rebecca Harris 4/14/24
Authorized Signature Printed Name/Title Date
Vice-President

XIII. ATTACHMENT #5 ADDENDUM RECEIPT ACKNOWLEDGEMENT

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS**

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. <u>1</u>	Dated: <u>5/31/24</u>
Addendum No. <u>2</u>	Dated: <u>6/4/24</u>
Addendum No. <u>3</u>	Dated: <u>6/13/24</u>
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the Addendum Receipt Acknowledgement Certification, is truthful and correct at the time of submission.

Bidder/Contractor Name: <u>Harris Fence Installation, Inc</u>		
Mailing Address: <u>1588 Garrett Mill Rd Baker, Florida 32531</u>		
Telephone Number: <u>(850) 537-4449</u>	Fax Number: <u>(850) 537-3461</u>	
E-mail Address: <u>harrisfence850@yahoo</u>	FEIN: <u>331075460</u>	
<u>Rebecca Harris</u>	<u>Rebecca Harris</u>	<u>6/14/24</u>
Authorized Signature	Printed Name/Title <u>Vice-President</u>	Date

XIV. ATTACHMENT #6 – PUBLIC ACCESS FORM

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS
PUBLIC ACCESS FORM**

Rebecca Harris, as Bidder, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

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

(Page 1 of 2 ATTACHMENT #6)

- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: Maryanne Girard, City Clerk, (850) 682-1560 Extension 250, cityclerk@cityofcrestview.org, 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536**
- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Bidder/Contractor Name: Harris Fence Installation, Inc
Mailing Address: 1588 Garrett Mill Road Baker, FL 32531
Telephone Number: (850) 537-4449 Fax Number: (850) 537-3461
E-mail Address: harrisfence850@yahoo FEIN: 331675460
Rebecca Harris Rebecca Harris 6/14/24
Authorized Signature Printed Name/Title Date
Vice-President

(Page 2 of 2 ATTACHMENT #6)

XV. ATTACHMENT #7 CERTIFICATION RE: SCRUTINIZED COMPANIES

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting Bids, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting Bids, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

(page 1 of 2, Attachment #7)

RH

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this Contractor Certification Regarding Scrutinized Companies, is truthful and correct at the time of submission.

Bidder/Contractor Name: Harris Fence Installation, Inc
Mailing Address: 1588 Garrett Mill Rd Baker, FL 32531
Telephone Number: (850) 537-6119 Fax Number: (850) 537-3461
E-mail Address: harrisfence850@yahoo FEIN: 831075460
Rebecca Harris Rebecca Harris Vice-President 4/14/04
Authorized Signature Printed Name/Title Date

(page 2 of 2, Attachment #7)

XVI. ATTACHMENT #8 REFERENCES

Reference 1:	
Project Name: Okaloosa County School District	
Type of Project/Service: fencing and repair of fence	
Address: 398 School Ave #298, Crestview, Florida	
Contracting Agency/Client: Okaloosa County School District	
Contact Name and Phone #: Jon Myers (850) 305-2968	
Contact Email Address and Fax #: myersj@okaloosaskools.com	
Contract Amount: Various	Date Work Performed: on going
Reference 2:	
Project Name: Okaloosa Gas District	
Type of Project/Service: fence & repairs of fence	
Address: 364 Valparaiso Florida	
Contracting Agency/Client: Lars Sullivan @ Okla. Gas	
Contact Name and Phone #: Lars Sullivan (850) 974-7015	
Contact Email Address and Fax #: Lars.Sullivan@Okaloosagas.com	
Contract Amount: Various	Date Work Performed: on going
Reference 3:	
Project Name: Okaloosa County	
Type of Project/Service:	
Address:	
Contracting Agency/Client: Nathaniel Hooks Okaloosa County Purchasing Servicing	
Contact Name and Phone #: Nathaniel Hooks (850) 689-5960 coordinator	
Contact Email Address and Fax #: nhooks@myokaloosa.com	
Contract Amount: Various	Date Work Performed: on going

The Bidder shall complete and submit this Reference Form as a part of their response. The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

XVII. ATTACHMENT #9 STATEMENT OF "NO SUBMITTAL"

If you do not intend to submit on this solicitation, please complete and return this form prior to the date shown for receipt of Bids to:

City of Crestview
198 North Wilson Street
P.O. Box 1209

Crestview, Florida 32536

I/WE HAVE DECLINED TO SUBMIT A BID FOR _____, [Number]
titled _____ [TITLE] for the following reason(s): [Please
place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the solicitation.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

N/A

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

XVIII. ATTACHMENT #10 - CERTIFICATE OF NON-SEGREGATED FACILITIES

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US \$10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US \$10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

Harris Fence Installation, Inc

Mailing Address:

1588 Garrett Mill Road Baker, FL 32531

Telephone Number:

531-6169

Fax Number:

531-3461

E-mail Address:

harris fence 850

@yahoo.com

Authorized Signatory

Vice-President

Printed Name

Rebecca Harris

FEIN: 331075460

Title

Date

6/14/24

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

Failure to submit this form may be grounds for disqualification of your submittal

CITY OF CRESTVIEW
FENCING SERVICES
RFP - 24-06-18

ADDENDUM NO. 1

This addendum is to advise that we have received the following questions and have responded, as follows:

1. The BID form requires submission of a letter and says to have it approved by the city first. Is there a form for this?

There is no specific form provided for this purpose. However, a formal letter requesting approval to use subcontractors should be prepared on your company letterhead. This letter should reference ITB #24-06-18-OM and be addressed to the City of Crestview. It should clearly outline your request and any pertinent details about the subcontractors to ensure a thorough review and approval process by the city officials.

2. Also, are there any specific job scopes of properties needing work currently? I see the LF requirements, just curious about the expected scope of projected work needed. As our firm may be interested in the opportunity, please help us better understand the possible scope of Special Projects expected by the City.

The special projects expected by the city include a variety of fencing services for city facilities and special projects as needed. This covers routine and emergency fencing needs for all city facilities, lift stations, water wells, retention ponds, and miscellaneous locations as deemed necessary by the City of Crestview. Additionally, there may be specialty fencing services required that fall outside the typical scope of work, subject to prior approval by the designated city department.

-END OF ADDENDUM-

Addition 2

Posted: 6/4/2024

Type of Addition: Addendum 2

**Overview: CITY OF CRESTVIEW
FENCING SERVICES
RFP - 24-06-18-OM**

ADDENDUM NO. 2

This addendum is to advise that the City of Crestview held a non-mandatory Pre-Bid meeting on June 4, 2024 at 10:00 a.m.

In response, we have revised Attachment A - Bid Price Schedule and Acceptance of Bid Terms and Conditions on pages 34-39.

The revised ITB is attached.

-END OF ADDENDUM-

Pre-Bid Meeting Date: 6/4/2024 10:00 AM

Documents:

- [ITB_24_06_18_OM_Fencing_Services_for_City_of_Crestview_Facilities_Special_Projects_Rev_6.4.24.pdf](#)
- [Bid_Conference_Meeting_Sign_In_Sheet_6.4.24.pdf](#)

CITY OF CRESTVIEW

FENCING SERVICES

RFP - 24-06-18 OM

ADDENDUM NO. 3

This addendum is to advise that the City of Crestview received a question regarding the selection.

1. How will this bid be awarded? Is it the total price that will need to be won? Just seems like a weird way since some items are a linear foot price and some are for each item. Just wanted to clarify.

A committee will select a bid based on costs, similar services, references, and years in the industry.

~~-END OF ADDENDUM-~~

Title: Pre-bid Fencing Services -Facilities & Special Projects -- 24-06-18-OM
Meeting Date: June 4, 2024

Name	Company	Email	Phone Number	Signature
WILLIAM FRANKLIN	GRANGE BEACH FENCE PROTECTION LLC	GRANGE BEACH FENCE PROTECTION LLC @GAPTEL.COM	850-532-5755	William Frank
Rebecca Harris	Harris Fence Installation	harrisfence850@yahoo.com 61669		Rebecca Harris
Joan Graham	COC			Joan Graham
Brady Peters	COC			Brady Peters
Wendy Torpkey	COC			Wendy Torpkey



2023 / 2024 OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT

BEN ANDERSON
Okaloosa County Tax Collector

The issuance of this receipt does not ensure competency.

BUSINESS NAME: HARRIS FENCE INSTALLATION INC

ACCOUNT NUMBER: 1848

EXPIRES: SEPTEMBER 30, 2024

RECEIPT NUMBER: 110390402494

TYPE OF BUSINESS: Regulated

BUSINESS ADDRESS: 1588 GARRETT MILL RD
BAKER, FL 32531

HARRIS FENCE INSTALLATION INC
1588 GARRETT MILL RD
BAKER, FL 32531

TRANSFER:	0.00
ORIGINAL TAX:	35.00
EXEMPTION TYPE:	
EXEMPTION AMOUNT:	0.00
PENALTY:	0.00
COLLECTION COSTS:	0.00
TOTAL Paid	35.00

Paid
08/15/2023

RENEW ANNUALLY AT
OkaloosaTax.com

E-check is **FREE**

SCAN WITH
PHONE
TO RENEW



THIS BECOMES A TAX RECEIPT WHEN VALIDATED BELOW

Paid 0-23018900 35.00 08/15/2023

TAX RECEIPT MUST BE DISPLAYED ON PREMISES

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

IMPORTANT RECEIPT INFORMATION

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year.

Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency interest penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid. The total delinquency penalty shall not exceed 25% of the business tax of the delinquent account.

The Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities nor does it exempt the business from any other tax or permits that may be required by law. Business Tax receipt account holders must comply with state laws and local ordinances, to include zoning.

Business Tax Receipt holders should contact the Property Appraiser's Office for information regarding tangible personal property tax requirements.

Failure to pay a business tax within 150 days of the initial notice can result in a civic penalty of up to \$250.

ANNUAL RENEWAL OPTIONS

ONLINE

OkaloosaTax.com

E-check is **FREE!**

MAIL

P.O. Box 1390
Niceville, FL 32588

DROP BOX

Located at each
office location

PHONE

850.651.7300 or
#TAX (#829) from Cell

IMPORTANT PAYMENT INFORMATION

Please make checks payable to **Ben Anderson Tax Collector**

When providing a check as payment, you authorize us to either 1) use information from your check to make a one time electronic fund transfer from your account or 2) process the payment as a check transaction.

FORMS OF PAYMENT ACCEPTED



Echeck
it's **FREE!**



Check



Cash



Credit Card
Convenience Fees apply.

HOW TO CHANGE/UPDATE A RECEIPT

Changes to existing Business Tax Receipt accounts must be submitted online. To submit a change, search for your account at okaloosa.county-taxes.com/public and then select the Request a change to your Business Tax Account link.

HOW TO CLOSE AN ACCOUNT

Please complete and submit the online form at Okaloosatax.com/CloseBusinessTaxAccount/ to request the closure of your Okaloosa Business Tax Receipt Account. The Tax Collector reserves the right to request additional information if needed.

QUESTIONS?

Visit **OkaloosaTax.com**
Call **#TAX (#829)** from your mobile device.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Ann Teel Hatcher Corner of Hwy 85 & 90 497 N Ferdon Blvd Crestview FL 325362729	CONTACT NAME: Ann Teel Hatcher PHONE (A/C, No, Ext): 850-682-7522 E-MAIL: ann.t.hatcher.bw9l@statefarm.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Mutual Automobile Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 25178
INSURED HARRIS FENCE 1588 GARRETT MILL RD BAKER FL 325318454	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

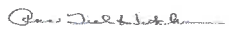
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY DED RETENTION \$	N	N	338 8832-F27-59I L98 5638-A12-59C	12/27/2023 01/12/2024	06/27/2024 07/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2020 Chevrolet 3500 hd Fltbdtrk Vin # 1GB3YSE76LF246385
1995 Chevrolet C34 Stk Trk Vin # 1GBHC34K6SE239666

CERTIFICATE HOLDER**CANCELLATION**

City of Crestview 198 Wilson Street, North Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  This form was system-generated on 06/13/2024
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Norco Holdings Inc., dba Norton Insurance of FL 102 Beal Pkwy SW Fort Walton Beach, FL 32548	CONTACT NAME: Support PHONE (A/C, No, Ext): (850)244-1574 E-MAIL ADDRESS: support@norton-insurance.com FAX (A/C, No): (850)243-9428
INSURED Harris Fence Installation, Inc. 1588 Garrett Mill Rd Baker, FL 32531-8454	INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance INSURER B: FCBI Fund INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10190

COVERAGES**CERTIFICATE NUMBER:** 00008115-0**REVISION NUMBER:** 45

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT, WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		78489189	9/30/2023	9/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired Auto \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	106369622023	4/1/2024	4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION****City of Crestview**
198 N Wilson St.
Crestview, FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(IPZ)

[END OF DOCUMENT]

ITB-24-06-18-OM

Table of Contents

Bid Price Schedule and Acceptance of Bid Terms and conditions.....	Pages 1-6
Attachment #1.....	Pages 7-9
Attachment #2.....	Page 10
Attachment #3.....	Pages 11-12
Attachment #4.....	Page 13
Attachment #5.....	Page 14
Attachment #6.....	Pages 15-16
Attachment #7.....	Pages 17-18
Attachment #8.....	Pages 19-20
Attachment #9.....	Page 21
Attachment #10.....	Page 22
Insurance Certs.....	Pages 23-24
Proof of Corp. Registration.....	Page 25-26
DPR Certificate.....	Page 27
W-9.....	Page 28

VIII. ATTACHMENT A – BID PRICE SCHEDULE AND ACCEPTANCE OF BID TERMS AND CONDITIONS

Item	Description	Unit	Est. Qty	Price Per Unit
LABOR AND MATERIALS TO BE INCLUDED FOR ALL LINE ITEMS				
	Chain-Link Fencing – Black Vinyl Coated – 9 Gauge Core Steel			
	4 ft.			
1	4' Fence - 1 5/8" Top Rail	LF	1	\$ 43.98
2	4' Gate (36")	EA	1	\$ 1046.31
3	4' Gate (48")	EA	1	\$ 1075.00
4	4' Gate (60")	EA	1	\$ 1110.00
5	4' Gate (72")	EA	1	\$ 1146.00
6	4' Double Leaf Gate (120")	EA	1	\$ 1420.00
7	4' Double Leaf Gate (144")	EA	1	\$ 1512.00
	6 ft.			
8	6' Fence - 1 5/8" Top Rail	LF	1	\$ 59.29
9	6' Gate (36")	EA	1	\$ 1062.00
10	6' Gate (48")	EA	1	\$ 1126.00
11	6' Gate (60")	EA	1	\$ 1275.00
12	6' Gate (72")	EA	1	\$ 1329.00
13	6' Double Leaf Gate (120")	EA	1	\$ 1770.00
14	6' Double Leaf Gate (144")	EA	1	\$ 1863.00
	8 ft.			
15	8' Fence - 1 5/8" Top Rail	LF	1	\$ 99.63
16	8' Gate (36")	EA	1	\$ 1146.00
17	8' Gate (48")	EA	1	\$ 1243.00
18	8' Gate (60")	EA	1	\$ 1440.00
19	8' Gate (72")	EA	1	\$ 1512.00

20	8' Double Leaf Gate (120")	EA	1	\$ 2100.00
21	8' Double Leaf Gate (144")	EA	1	\$ 2229.00

Chain-Link Fencing - 9 Gauge				
4 ft.				
22	4' Galvanized Metal Chain with 2" openings - 40 weight post and rail	LF	1	\$ 34.87
23	4' Gate (36")	EA	1	\$ 960.00
24	4' Gate (48")	EA	1	\$ 1020.00
25	4' Gate (60")	EA	1	\$ 1080.00
26	4' Gate (72")	EA	1	\$ 1140.00
27	4' Double Leaf Gate (120")	EA	1	\$ 1380.00
28	4' Double Leaf Gate (144")	EA	1	\$ 1500.00
6 ft.				
29	6' Galvanized Metal Chain with 2" openings - 40 weight post and rail	LF	1	\$ 40.42
30	6' Gate (36")	EA	1	\$ 1050.00
31	6' Gate (48")	EA	1	\$ 1140.00
32	6' Gate (60")	EA	1	\$ 1230.00
33	6' Gate (72")	EA	1	\$ 1320.00
34	6' Double Leaf Gate (120")	EA	1	\$ 1680.00
35	6' Double Leaf Gate (144")	EA	1	\$ 1860.00
8 ft.				
36	8' Galvanized Metal Chain with 2" openings - 40 weight post and rail	LF	1	\$ 43.85
37	8' Gate (36")	EA	1	\$ 1140.00
38	8' Gate (48")	EA	1	\$ 1260.00
39	8' Gate (60")	EA	1	\$ 1380.00
40	8' Gate (72")	EA	1	\$ 1500.00
41	Double Leaf Gate (120")	EA	1	\$ 1980.00

42	8' Double Leaf Gate (120")	EA	1	\$ 0.00
43	8' Double Leaf Gate (144")	EA	1	\$ 2040.00
Chain-link Fencing – 11.5 Gauge				
4 ft.				
44	4' Galvanized Metal Chain with 2 3/8" openings	LF	1	\$ 28.95
45	4' Gate (36")	EA	1	\$ 921.33
46	4' Gate (48")	EA	1	\$ 935.74
47	4' Gate (60")	EA	1	\$ 950.13
48	4' Gate (72")	EA	1	\$ 964.52
49	4' Double Leaf Gate (120")	EA	1	\$ 1120.27
50	4' Double Leaf Gate (144")	EA	1	\$ 1191.22
6 ft.				
51	6' Galvanized Metal Chain with 2 3/8" openings	LF	1	\$ 41.63
52	6' Gate (36")	EA	1	\$ 1014.31
53	6' Gate (48")	EA	1	\$ 1038.09
54	6' Gate (60")	EA	1	\$ 1061.85
55	6' Gate (72")	EA	1	\$ 1085.60
56	6' Double Leaf Gate (120")	EA	1	\$ 1343.71
57	6' Double Leaf Gate (144")	EA	1	\$ 1391.22
8 ft.				
58	8' Galvanized Metal Chain with 2 3/8" openings	LF	1	\$ 49.70
59	8' Gate (36")	EA	1	\$ 1059.82
60	8' Gate (48")	EA	1	\$ 1086.30
61	8' Gate (60")	EA	1	\$ 1112.79
62	8' Gate (72")	EA	1	\$ 1139.32
63	8' Double Leaf Gate (120")	EA	1	\$ 1445.62

64	Double Leaf Gate (144")	EA		\$ 1498.60
	Temporary Chain Link Fencing – 11.5 Gauge			
	6 ft.			
65	Install 6' galvanized chain link temporary fence with no top rail with 16-gauge .065 wall galvanized tubing posts. Terminal posts to be set in concrete, line posts to be driven into the ground.	LF	1	\$ 16.76
	8 ft.			
66	Install 8' galvanized chain link temporary fence with no top rail with 16-gauge .065 wall galvanized tubing posts. Terminal posts to be set in concrete, line posts to be driven into the ground.	LF	1	\$ 20.76

	Wooden Fencing – Privacy fence			
	6 ft.			
67	6' Stockade section (Pressure Treated Pine)	LF	1	\$ 21.05
68	6' Gate (36")	EA	1	\$ 888.00
69	6' Gate (48")	EA	1	\$ 895.00
70	6' Gate (60")	EA	1	\$ 918.30
71	6' Gate (72")	EA	1	\$ 929.03
72	6' Double Leaf Gate (120")	EA	1	\$ 1056.60
73	6' Double Leaf Gate (144")	EA	1	\$ 1087.00
	8 ft.			
74	8' Stockage section (Pressure Treated Pine)	LF	1	\$ 37.60
75	8' Gate (36")	EA	1	\$ 887.48
76	8' Gate (48")	EA	1	\$ 907.48
77	8' Gate (60")	EA	1	\$ 932.55
78	8' Gate (72")	EA	1	\$ 1072.00
79	Double Leaf Gate (120")	EA	1	\$ 1865.10

80	8' Double Leaf Gate (144")	EA		\$2144.00
	Miscellaneous Charges			
81	Removal & Disposal of old fencing up to & including 8' High (Includes Labor)	LF	1	\$ 3.50
82	12.5 Gauge Galvanized Barbed Wire	LF	1	\$.25
	TOTAL BID (Items 1-82)			\$ 84,512.01

Note 1: ALL items quoted must be in compliance with the specifications. If you are taking exceptions, indicate those exceptions on a company letterhead and attach them to this invitation to bid.

1. FOB Point: **Delivered**
2. Terms of Payment (e.g., Net 45) Net 45
3. **The City Shall Receive project completion notice within 60 days from the date the Vendor receives Purchase Order or Notice to Proceed**

**Recheck your quotations prior to submission.
Bids may not be changed after being opened.**

NOTE: The Bidder agrees that the quantities shown for unit price items are approximate and are subject to variations in the field and further agrees to do the work at the unit bid price whether the quantities are increased or decreased.

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item on the Price Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this ITB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the ITB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the ITB documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Crestview for the price(s) as set forth herein in the **Price Bid Form**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this ITB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor Name: Mr. Fence of Florida Inc.

Mailing Address: 6804 Bayou George Dr, Panama City, FL 32404

Telephone Number: 850 604-0900 Fax Number: _____

E-mail Address: ben@gomrfencefl.com FEIN: 36-4939839

Joshua Glover Joshua Glover, President 6/17/2024
Authorized Signature Printed Name/Title Date 6/17/2024

IX. ATTACHMENT #1 – PUBLIC ENTITY CRIMES

CITY OF CRESTVIEW, FLORIDA INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY OF CRESTVIEW FACILITIES & SPECIAL PROJECTS

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract
_____ **[number/title]**

24-06-18-OM/Fencing Services for City of Crestview Facilities and Special Projects

2. This sworn statement is submitted by _____ Mr. Fence of Florida Inc.

[name of company/firm]

whose business address is 6804 Bayou George Dr, Panama City, FL 32404 and (if
applicable) Federal Employer Identification Number (FEIN) is 36-4939839 (if
the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____)

3. My name is Joshua Glover and my relationship to the entity named
above is President

4. I understand that a "public entity crime" as defined in Paragraph
287.133(a)(g). Florida Statutes, means a violation of any state or federal law by
a person with respect to and directly related to the transaction of business with
any public entity or with an agency or political subdivision of any other state or
with the United States, including, but not limited to, any bid or contract for goods
or services to be provided to any public entity or any agency or political subdivision
of any other state or of the United States and involving antitrust, fraud, theft,
bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph
287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public
entity crime with or without an adjudication of guilt, in any federal or state trial
court of records relating to charges brought by indictment or information after
July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty
or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida
Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime;
or

(Page 1 of 3 ATTACHMENT #1)

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.
- c. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies)**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

(Page 2 of 3 ATTACHMENT #1)

_____The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by, or pending with, the Department of General Services.)


(Signature)

6/17/2024

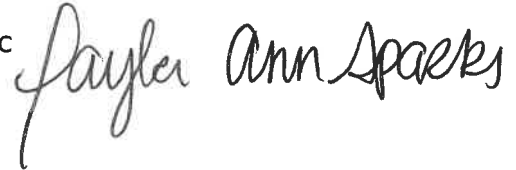
Date:

STATE OF FLORIDA
COUNTY OF Bay

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 17 day of June 2024 by Josh who is personally known to me or has produced ID as identification.

My Commission Expires: 10/5/2025

Notary Public



(Page 3 of 3 ATTACHMENT #1)



TAYLOR ANN SPARKS
Notary Public
State of Florida
Comm# HH181855
Expires 10/5/2025

X. ATTACHMENT #2 – DRUG FREE WORKPLACE

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS
DRUG-FREE WORKPLACE CERTIFICATION**

The below signed Bidder certifies that it has implemented a drug-free workplace program. To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder/Contractor Name: Mr. Fence of Florida Inc.

Mailing Address: 6804 Bayou George Dr, Panama City, FL 32404

Telephone Number: 850 604-0900

Fax Number: _____

E-mail Address: ben@gomrfencefl.com

FEIN: 36-4939839


Authorized Signature

Joshua Glover, President

6/17/2024

Authorized Signature

Printed Name/Title
Printed Name/Title

Date 06/17/2024
Date

XI. ATTACHMENT #3- CONFLICT OF INTEREST STATEMENT

CITY OF CRESTVIEW, FLORIDA INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY OF CRESTVIEW FACILITIES & SPECIAL PROJECTS CONFLICT OF INTEREST STATEMENT

A. THIS SWORN STATEMENT IS SUBMITTED

BY Mr. Fence of Florida Inc.

[Name of entity submitting sworn statement]

whose business address

is 6804 Bayou George Dr, Panama City, FL 32404

and (if applicable) its Federal Employer Identification Number
(FEIN) is 36-4939839.

My name is Joshua Glover and my relationship to the
above entity is President.
[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a Bid/offer to ITB # 24-06-18-OM for Fencing Services.
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a Bid for the work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
6. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

(Page 1 of 2 ATTACHMENT #3)

Page 44 of 55

8. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Crestview government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. NON-COLLUSION PROVISION CERTIFICATION

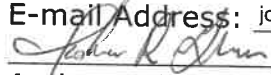
The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Conflict of Interest and Non-Collusion Statement, is truthful and correct at the time of submission.

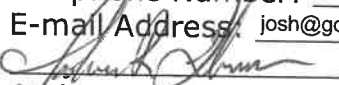
Bidder/Contractor Name: Mr. Fence of Florida Inc.
Mailing Address: 6804 Bayou George Dr
Telephone Number: 850 604-0900 Fax Number: _____
E-mail Address: josh@gomrfencefl.com FEIN: 36-4939839
 Joshua Glover, President 6/17/2024
Authorized Signature Printed Name/Title Date

(Page 2 of 2 ATTACHMENT #3)

XII. ATTACHMENT #4 – LIABILITY & INDEMNIFICATION

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS
LIABILITY & INDEMNIFICATION FORM**

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Bidder/Contractor Name: Mr. Fence of Florida Inc.
Mailing Address: 6804 Bayou George Dr, Panama City, FL 32404
Telephone Number: 850 604-0900 Fax Number: _____
E-mail Address: josh@gomrfencefl.com FEIN: 38-4939839
 Joshua Glover, President 6/17/2024
Authorized Signature Printed Name/Title Date

XIII. ATTACHMENT #5 ADDENDUM RECEIPT ACKNOWLEDGEMENT

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS**

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. 1 Dated: 6/17/2024

Addendum No. 2 Dated: 6/17/2024

Addendum No. 3 Dated: 6/17/2024

Addendum No. Dated:

Addendum No. Dated:

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the Addendum Receipt Acknowledgement Certification, is truthful and correct at the time of submission.

Bidder/Contractor Name: Mr. Fence of Florida Inc.

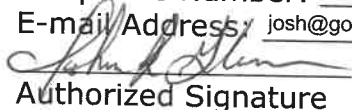
Mailing Address: 6804 Bayou George Dr, Panama City, FL 32404

Telephone Number: 850 604-0900

Fax Number:

E-mail Address: josh@gomrfencefl.com

FEIN: 36-4939839


Authorized Signature

Joshua Glover, President
Printed Name/Title

6/17/2024
Date

XIV. ATTACHMENT #6 – PUBLIC ACCESS FORM

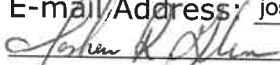
CITY OF CRESTVIEW, FLORIDA INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY OF CRESTVIEW FACILITIES & SPECIAL PROJECTS PUBLIC ACCESS FORM

Mr. Fence of Florida Inc, as Bidder, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

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

(Page 1 of 2 ATTACHMENT #6)

- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: Maryanne Girard, City Clerk, (850) 682-1560 Extension 250, cityclerk@cityofcrestview.org, 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536**
- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Bidder/Contractor Name: Mr. Fence of Florida Inc.
Mailing Address: 6804 Bayou George Dr, Panama City, FL 32404
Telephone Number: 850-604-0900 Fax Number: _____
E-mail Address: josh@gomrfencefl.com FEIN: 36-4939839
 Joshua Glover, President 6/17/2024
Authorized Signature Printed Name/Title Date

(Page 2 of 2 ATTACHMENT #6)

XV. ATTACHMENT #7 CERTIFICATION RE: SCRUTINIZED COMPANIES

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting Bids, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting Bids, entering into or renewing contacts with a local government for goods and services.

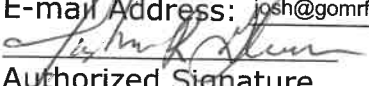
As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

(page 1 of 2, Attachment #7)

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this Contractor Certification Regarding Scrutinized Companies, is truthful and correct at the time of submission.

Bidder/Contractor Name: Mr. Fence of Florida Inc.
Mailing Address: 6804 Bayou George Dr, Panama City, FL 32404
Telephone Number: 850-604-0900 Fax Number: _____
E-mail Address: josh@gomrfencefl.com FEIN: 36-4939839
 Joshua Glover, President 6/17/2024
Authorized Signature Printed Name/Title Date

(page 2 of 2, Attachment #7)

XVI. ATTACHMENT #8 REFERENCES

Reference 1:	
Project Name: MEI Game Fence Installation at Meridian, MS FAA Tower	
Type of Project/Service: Install 650 LF of 8' high field fence	
Address:	
Contracting Agency/Client: FAA	
Contact Name and Phone #: Contract # 6973GH-22-C-00045	
Contact Email Address and Fax #:	
Contract Amount: \$20,951.60	Date Work Performed:
Reference 2:	
Project Name: Zone II OSS Radar Facility Tyndall Airforce Base, Florida	
Type of Project/Service: Install 5,032lf of driven temporary fencing	
Address: Tyndall Air Force Base, FL	
Contracting Agency/Client: The Haskell Company	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount: \$211,770.00	Date Work Performed:
Reference 3:	
Project Name: B1488	
Type of Project/Service: B1488 Pump Station 10 Tyndall AFB	
Address: Tyndall Air Force Base, FL	
Contracting Agency/Client: BGN Contractors	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount: \$47,066.80	Date Work Performed:

The Bidder shall complete and submit this Reference Form as a part of their response. The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

XVII. ATTACHMENT #9 STATEMENT OF "NO SUBMITTAL"

If you do not intend to submit on this solicitation, please complete and return this form prior to the date shown for receipt of Bids to:

City of Crestview

198 North Wilson Street

P.O. Box 1209

Crestview, Florida 32536

I/WE HAVE DECLINED TO SUBMIT A BID FOR _____, [Number]
titled _____ [TITLE] for the following reason(s): [Please
place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the solicitation.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

We have not declined a bid on any section.

Bidder/Contractor Name: Mr. Fence of Florida Inc.

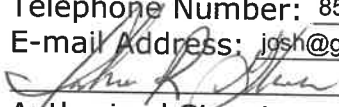
Mailing Address: 6804 Bayou George Dr, Panama City, FL 32404

Telephone Number: 850-604-0900

Fax Number: _____

E-mail Address: josh@gomrfencefl.com

FEIN: 36-4939839


Authorized Signature

Joshua Glover, President

Printed Name/Title

6/17/2024

Date

XVIII. ATTACHMENT #10 - CERTIFICATE OF NON-SEGREGATED FACILITIES

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US \$10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

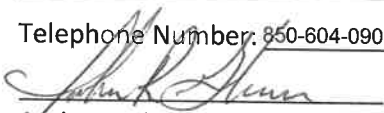
The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor’s control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor’s control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US \$10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: Mr. Fence of Florida Inc.

Mailing Address: 6804 Bayou George Dr, Panama City, FL 32404

Telephone Number: 850-604-0900 Fax Number: _____ E-mail Address: josh@gomrfencefl.com



Joshua Glover FEIN: 36-4939839

Authorized Signatory
President

Printed Name 6/17/2024

Title _____ Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

[END OF DOCUMENT]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff-Williams Insurance 3501-A W. University Ave Gainesville FL 32607		CONTACT NAME: Lisa Cameron PHONE (A/C, No, Ext): 352-371-7977 E-MAIL ADDRESS: lisa@mcgriffwilliams.com FAX (A/C, No): 352-505-2068		
INSURED Mr Fence Of Florida Inc DBA Mr. Gate 6804 Bayou George Dr Panama City FL 32404 MRFENCE-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Southern Owners Insurance		10190
		INSURER B : Auto-Owners Insurance Co		18988
		INSURER C : Technology Insurance Company		42376
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 1428606019**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			78878468	6/18/2024	6/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			5287845900	6/18/2024	6/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE			5287845901	6/18/2024	6/18/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y N/A			TWC4437954	6/18/2024	6/18/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder listed as additional insured per blanket form attached.

CERTIFICATE HOLDER**CANCELLATION**

City of Callaway
6601 1st Highway 22
Callaway FL 32404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

- A. Under SECTION II - WHO IS AN INSURED, the following is added:**

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

- B. Under SECTION III - LIMITS OF INSURANCE, the following is added:**

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:**

1. The following provision is added to 4. **Other Insurance:**

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

MR. FENCE OF FLORIDA, INC.

Filing Information

Document Number P19000032579

FEI/EIN Number 36-4939839

Date Filed 04/10/2019

State FL

Status ACTIVE

Principal Address

6804 Bayou George Drive
PANAMA CITY, FL 32404

Changed: 01/19/2023

Mailing Address

6804 Bayou George Drive
PANAMA CITY, FL 32404

Changed: 01/19/2023

Registered Agent Name & Address

Glover, Joshua R
6804 Bayou George Drive
PANAMA CITY, FL 32404

Name Changed: 03/05/2021

Address Changed: 01/19/2023

Officer/Director Detail

Name & Address

Title President

Glover, Joshua R
3215 Azalea Circle
Lynn Haven, FL 32444

Title VP

Bense, Jason A
306 Meadowood Ct
Lynn Haven, FL 32444

Title Treasurer

Glover, Lauren Elizabeth
3215 Azalea Cir
LYNN HAVEN, FL 32444

Annual Reports

Report Year	Filed Date
2022	01/23/2022
2023	01/19/2023
2024	02/09/2024

Document Images

02/09/2024 -- ANNUAL REPORT	View image in PDF format
01/19/2023 -- ANNUAL REPORT	View image in PDF format
01/23/2022 -- ANNUAL REPORT	View image in PDF format
05/25/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
03/05/2021 -- ANNUAL REPORT	View image in PDF format
09/22/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/28/2020 -- ANNUAL REPORT	View image in PDF format
04/10/2019 -- Domestic Profit	View image in PDF format



2024 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/23

This Certificate Expires on December 31, 2024

Business Name and Location Address

Certificate Number

MR FENCE OF FLORIDA INC
1219 TRANSMITTER RD
PANAMA CITY, FL 32401-5043

13-8017872650-8

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mr. Fence of Florida Inc.

2 Business name/disregarded entity name, if different from above
DBA Mr. Gate

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6804 Bayou George Dr

6 City, state, and ZIP code
Panama City, FL 32404

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

or

Employer identification number

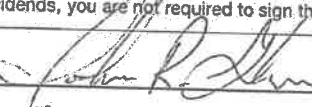
3	6	-	4	9	3	9	8	3	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ 1-8-2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

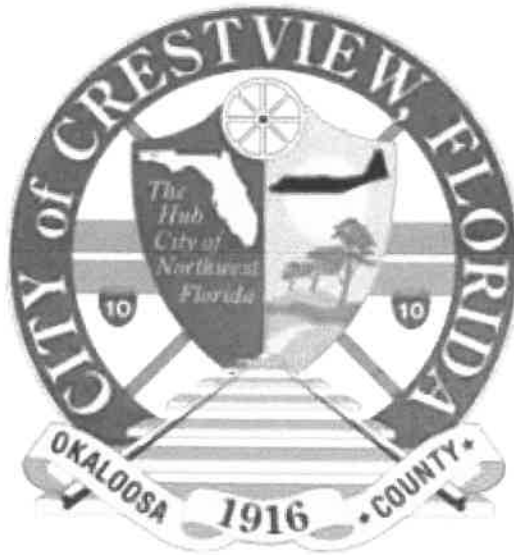
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Invitation to Bid (ITB)

24-06-18-OM

Fencing Services for City of Crestview Facilities & Special Projects

CITY OF CRESTVIEW

INVITATION TO BID

ITB #24-06-18-OM Fencing Services for City of Crestview Facilities & Special Projects

Notice is hereby given that the City of Crestview is soliciting bids for Fencing Services for City of Crestview Facilities & Special Projects.

Bids will be accepted in the City Clerk's Office, Crestview City Hall, 198 North Wilson Street, Crestview, Florida 32536 until **10:00 A.M. on June 18, 2024**, which may be amended by addendum issued by the City. All untimely bids will not be considered and will be returned to the Bidder unopened. All bids will be evaluated to ensure they contain all required forms to deem the Bidder responsive or non-responsive. **Bids will be opened and read aloud at 10:00 A.M. in the Council Chambers located in City Hall, 198 North Wilson Street, Crestview, Florida, 32536.**

There will be a **Non-Mandatory Bidders Conference Meeting** for the project at **10:00 A.M. (Central time) on June 4, 2024**, at City Hall, Council Chambers, 198 North Wilson Street, Crestview, Florida 32536. All attendees of the Bidders Conference Meeting shall sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. **Bidders are encouraged to attend the Non-Mandatory Bidders Conference Meeting and are urged to obtain bid documents, familiarize themselves with them, and submit questions before the meeting.**

DESCRIPTION: *The City of Crestview is soliciting sealed bids to provide annual fencing services for City of Crestview Facilities & Special Projects.*

All bids are solicited and will be evaluated on the criteria outlined in the ITB.

Copies of the bid documents, requirements, scope of service, and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Crestview website at www.cityofcrestview.org. All questions shall be directed **in writing** to the purchasing specialist, Heather Sutton, HeatherSutton@cityofcrestview.org, reference **"Questions on ITB #24-06-18-OM - Fencing Services for City of Crestview Facilities & Special Projects"** in the subject line. The last day for questions will be **June 11, 2024, at 5:00 P.M. CST.**

Direct all questions to:

**City of Crestview - City Hall
Attn: Heather Sutton
PO Box 1209
198 N Wilson Street
Crestview, Florida 32536**

Page 2 of 55

Ph. (850) 682-1560 ext. 249
Fax: (850) 682-8077
Email: heathersutton@cityofcrestview.org

+ + END OF ADVERTISEMENT FOR ITB+ +

Contents

I.	INTRODUCTION	5
II.	SCHEDULE OF EVENTS AND COMMUNICATIONS.....	6
III.	SCOPE OF WORK	9
IV.	INSTRUCTIONS FOR COMPLETION OF BIDS	14
V.	BID EVALUATION	18
VI.	POST AWARD INFORMATION	19
VII.	GENERAL TERMS AND CONDITIONS.....	21
VIII.	ATTACHMENT A – BID PRICE SCHEDULE AND ACCEPTANCE OF BID TERMS AND CONDITIONS.....	34
IX.	ATTACHMENT #1 – PUBLIC ENTITY CRIMES	40
X.	ATTACHMENT #2 – DRUG FREE WORKPLACE.....	43
XI.	ATTACHMENT #3- CONFLICT OF INTEREST STATEMENT	44
XII.	ATTACHMENT #4 – LIABILITY & INDEMNIFICATION.....	46
XIII.	ATTACHMENT #5 ADDENDUM RECEIPT ACKNOWLEDGEMENT.....	47
XIV.	ATTACHMENT #6 – PUBLIC ACCESS FORM.....	48
XV.	ATTACHMENT #7 CERTIFICATION RE: SCRUTINIZED COMPANIES	50
XVI.	ATTACHMENT #8 REFERENCES	52
XVII.	ATTACHMENT #9 STATEMENT OF “NO SUBMITTAL”	53
XVIII.	ATTACHMENT #10 - CERTIFICATE OF NON-SEGREGATED FACILITIES ..	54

Sealed bids for Fencing Services for City of Crestview Facilities & Special Projects as described herein will be received by the Purchasing Department, until 10:00 am, Central (local) time on 06/18/2024. No bids will be accepted after the above stipulated date and time. This is an advertised solicitation, and the Bids received will be publicly read in the City Hall Council Chambers, 198 N. Wilson St., Crestview, Florida at 10:00 am on 06/18/2024.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

Sealed bids received by the City pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the Florida State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, Bids, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws regarding public contracting.

I. INTRODUCTION

A. BACKGROUND AND PURPOSE

The City of Crestview (hereinafter referred to as "City") was organized in 1916 and is governed by an elected board of five council members. Members of the council are elected to serve four-year terms. The city serves a population of over 20,000 residents in northwest Florida panhandle within an area of 16 square miles in Okaloosa County. In keeping with its mission, the City provides police and fire services, emergency communications, animal control, water and sewer services, parks maintenance, street and stormwater maintenance, youth sports, planning and zoning, building inspections and permitting, and a full range of administrative services. The City of Crestview has 267 employees, 261 full-time and 6 part-time.

INTENT – The City is seeking qualified, reliable contractor(s) to provide materials, installation, and removal services for fencing needs of the City on an as-needed basis.

BACKGROUND – The City would like to establish a Contractor(s) who can respond to fencing needs for all city facilities, lift stations, water wells, retention ponds, and miscellaneous locations as deemed by the City of Crestview, both on a routine basis and for emergency events. Additionally, the City may require specialty fencing services that fall outside the typical scope of work on an as-needed basis.

B. SYNONYMOUS TERMS

As used throughout this Bid and its attachments, the following terms are synonymous:

- a. Contractor, Firm, Bidder, are synonymous.
- b. Agreement, Contract, Purchase Order are synonymous.
- c. Project, Services, Scope, and Work are synonymous.

1.

C. DEFINITIONS (Add any additional definitions as needed)

- a. "The City," "City", and "City of Crestview" refer to the City of Crestview, Florida.
- b. "Contractor", "Firm", "Bidder", is any individual, entity, or combination thereof that submits a bid in response to this ITB.

II. SCHEDULE OF EVENTS AND COMMUNICATIONS

A. SCHEDULE OF EVENTS

The following Schedule of Events represents the City's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Central (Local) time.

Bids shall be submitted no later than the Bid Deadline time and date detailed in the ITB Schedule of Events. Bidders shall respond in a timely manner to the written ITB and any exhibits, attachments, or addenda. **A Bidder's failure to submit a Bid as required before the deadline will cause the Bid to be disqualified. Late Bids will not be accepted, nor will additional time be granted to any potential Bidder.**

The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The City is not responsible for the failure of the Bidder to check for any ITB document updates, changes, or answers to questions.

EVENT	DATE	TIME
City Issues ITB	05/20/2024	2:00 pm
*Bidders Conference (Non-Mandatory)	06/04/2024	10:00 am
Deadline for Written Comments and Questions.	06/11/2024	5:00 pm
City Issues Responses to Written Comments and Questions	06/14/2024	5:00 pm
Deadline - Bids Due	06/18/2024	10:00 am
City Completes Evaluations and issues Intent to Award Letter(s)	TBD	TBD
Anticipated Date to City Council for contract approval	06/24/24	6:00 pm
Notice to Proceed	TBD	TBD

***BIDDERS CONFERENCE:**

Special attention to the date and time of the pre-bid conference to be held for this project is indicated on the Solicitation Schedule. When the Pre-bid is MANDATORY, a representative of your firm must attend the meeting for your bid submittal to be considered responsive. Questions regarding this solicitation must be received in writing prior to the date and time as indicated in the solicitation schedule.

Date: 06/04/2024

Time: 10:00am

Location: City Hall Council Chambers 198 Wilson St N. Crestview, Florida 32536

IMPORTANT NOTE: It is imperative that all Bidders have a clear understanding of the scope of services requirements. As such, the City reserves the right to require a mandatory pre-bid conference. Therefore, in the event a mandatory pre-bid conference is required and/or subsequently scheduled, attendance will be a pre-requisite for a bid submittal; and bid submittals will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by the Bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

B. SINGLE POINT OF CONTACT

Heather Sutton, Buyer

heathersutton@cityofcrestview.org

Issuing Office - City of Crestview - City Hall

PO Box 1209

198 N Wilson Street

Crestview, Florida 32536

Ph. 850.682.1560 ext. 249

Fax. 850.682.8077

All information regarding this solicitation can be obtained by visiting <https://www.cityofcrestview.org/448/Bids-And-Requests> or in person by visiting Crestview City Hall.

All firms are hereby placed on formal notice that neither the City Council nor any employees from the City of Crestview Government are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit a response, or have submitted a response, for this project are not to contact City personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the City. Any such lobbying activities may cause immediate disqualification for this project.

Page 7 of 55

C. COMMUNICATIONS REGARDING THE ITB

Upon release of this ITB, all Bidder communications concerning this procurement must be directed to the Point of Contact named above. Unauthorized contact regarding the ITB with other City employees of the procuring City agency may result in disqualification.

Questions concerning this Bid, including specifications, requirements, terms and/or conditions of a solicitation, etc. must be submitted in writing no later than the date and time in the Schedule of Events. Bidders are responsible for checking <https://www.cityofcrestview.org/448/Bids-And-Requests> or in-person for any ITB document updates, changes, or answers to questions posted.

Any additional information not included in this solicitation which the City finds necessary and material to respond to the ITB will be posted as an addendum on <https://www.cityofcrestview.org/448/Bids-And-Requests> or in-person.

Any oral communications shall be considered unofficial and nonbinding on the City. Any irregularities or lack of clarity in the ITB should be brought to the attention of the City for correction or clarification during the initial question and answer period.

III. SCOPE OF WORK

Detailed Scope of Work

A. GENERAL SPECIFICATIONS - It will be the responsibility of the Contractor to furnish all services, labor, materials, equipment, tools, insurance, permits, and fees (if any) necessary to render the services according to the scope of services set forth by the City.

- **Pricing:**

- Pricing shall include materials, delivery, and installation.
- The pricing sheet will include options for 4-foot, 6-foot, and some 8-foot fencing to accommodate various project requirements.
- Product shall be FOB point delivered without additional freight charges.
- Upon completion of each individual project, the Contractor will submit to the City a detailed invoice to include all itemized materials, work performed, and labor hours used to complete the project.

- **Written Quotes:**

- When a written quote is requested, the Contractor shall submit to the representative of the department requesting a detailed written estimate of the proposed services prior to any work being performed by the Contractor.
- Written quotes shall be submitted within seven (7) days of the initial request by the City. The Contractor shall submit an itemized not-to-exceed price, giving a full description of the project for each project covered by this contract.
- Written quotes shall list the location name and address. The project estimate shall list each item per bid specification, i.e., bid items and quantity, all hardware items used, and labor. Each quote shall be submitted with a clear sketch or drawing indicating the work being quoted showing distance, and direction and swing of any gates (if applicable).

- **Materials:**

- All supplies, materials, and equipment used in the performance of this Contract shall be of the type and quality used in commercial fence installation and replacement services and shall be always maintained in good operating condition.

- Materials anticipated for projects are listed in detail on the Pricing Sheet (Section VIII, Page 34 of this bid document).
- Post spacing shall be spaced a maximum of 10'0" on center (o.c.). Terminal spans may be less, to a minimum of 7'0" in order to adjust line spans or even footage.
- Post Settings – All fence posts shall be set in concrete with no filler added. Concrete holding each post shall be crowned away from post to shed water. Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 2500 psi.
- Miscellaneous Fittings - Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A 153.
- Electrical Grounds - Electrical grounds shall be constructed at 300-foot intervals and where any power line passes over the fence. The ground shall be installed directly below the point of crossing. The ground shall be accomplished with a copper clad rod 8 feet long and a minimum of 5/8 inch in diameter driven vertically until the top is 6 inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of the ground rods shall not constitute a pay item and shall be considered incidental to fence construction.
- The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.
- **Fence Removal:**
 - When removing fence posts, the Contractor shall completely fill and compact post holes with dirt so they are level with the adjacent area. The Contractor shall not fill the post holes with the concrete removed from the old fence posts.
 - Contractor will be responsible for removing and disposing any existing fencing. Upon removal of existing fencing, the City reserves the option to retain fencing removed by Contractor (per department requesting services).

- **Warranty:**
 - All work shall conform to all existing governing authorities' codes and regulations. The work must be accomplished with professional methods and standards of the trade.
 - Contractor to indicate any extended warranties on materials and labor. Minimum 1-year warranty required on both materials & labor. The Contractor assumes full responsibility for completion of the services stipulated for fence installation and repair services.
- **Labor & Installation:**
 - Working Hours: The normal working hours for this contract shall be from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays unless otherwise written authorization from the City Representative is given.
 - The City reserves the right to question any job when the hours performed by the Contractor seem excessive for the work completed.
 - The Contractor shall visit job sites and be responsible for all field measurements and aware of job conditions.
 - Installation shall be in compliance with all requirements and instructions of applicable manufacturer.
 - Installation shall be done in a neat workman-like manner. The fence shall follow the natural contour of the ground (no gaps under fence) in a straight line from one point (corner) to another unless otherwise noted on the drawing. Fence posts shall be plumb, and the top rails shall be attached in a manner that forms a smooth horizontal alignment.
- **Safety:**
 - The Contractor shall be responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in and around the work area.
 - Execution of Work - The Contractor shall be responsible for performing the work necessary to meet the City standards in a safe, neat, and high-quality workmanlike manner using only accepted methods in carrying out the work and complying with all federal, state and local laws.
 - Loss control and safety: The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to

that end, the Contractor shall not be deemed to be an agent of the City.

- Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property.
- The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.
- It is agreed that Contractor takes full responsibility for all security measures or controls needed for the safe use of the subject premises and that the City does not represent that the security measures taken by the Contractor are adequate for the purposes intended.
- **Cleanup:**
 - All furnishings and equipment shall be placed back in the original location. All work areas must be returned to their original condition.
 - Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition.
 - **Note** – Any and all debris shall be removed from the premises – construction debris, trash, etc., shall not be left or buried on site.
- **Scheduled Projects:**
 - The Contractor shall respond by telephone or email to the designated City representative within three (3) business days from the time of initial notification of a new job.
 - Upon contact with the appropriate departmental representative, a walk-through of the proposed job site will occur within seven (7) business days or as scheduled with the City departmental representative.
 - Project work shall begin as scheduled with the City departmental representative and shall proceed with satisfactory progress, as determined by the City Representative, until completion.
 - Should the Contractor be unable to comply with the above milestone dates for individual project work, the City may contact and schedule work with another contractor.

- **Specialty Fencing:**

- Specialty fencing projects falling outside the ambit of the standard Invitation to Bid (ITB) shall be subjected to prior approval by the designated department of the city. This measure ensures compliance with city standards and project-specific requirements. Furthermore, the city reserves the unequivocal right to procure services from alternate contractors for the execution of such specialty fencing endeavors, thereby ensuring the optimal fulfillment of project specifications and objectives.

- **Emergencies:**

- In the event of a situation that could potentially harm individuals or City property, the City's need for emergency fencing will take precedence. The City Manager will have the discretion to determine what qualifies as an emergency situation. The Contractor is expected to respond to emergency calls within four (4) hours, adhering to the urgency of the situation.

B. Bidder Qualifications

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

Previous experience and references - Firms must demonstrate a minimum of five (5) years of experience in providing goods or performing work similar in size and scope as detailed herein. Provide a brief description of work, including location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the Reference Form included herein.

Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as "Active"

Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein.

Bonds –Provide applicable bond documents when required.

Note if you are not a single prime contractor, you will be required to list all subcontractors to be used for this project and their professional licenses.

Financial Capacity - The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five Days (5) of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

IV. INSTRUCTIONS FOR COMPLETION OF BIDS

A. SUBMITTING BIDS

1. **Bids must be submitted in person or by mail.** Bids submitted by any other means or methods will NOT be accepted. The Bid will be deemed non-responsive and not considered for award.
 - a. It is the sole responsibility of the Bidder to ensure their Bids reach the City before the Due Date and Time.
 - b. Late Bids will not be accepted, nor will additional time be granted to any potential Bidder.
2. Failure to provide all information, inaccuracy, or misstatement may be sufficient cause for rejection of the Bid or rescission of an award. Conversely, the City reserves the right to ask for specific information from a Bidder where a Bidder did not provide requested information.
3. Bidders are encouraged to use the following format for Bids:
 - a. All pages should be single-sided, single-spaced, with one (1) inch margins, using an appropriate type of font and size.
 - b. Identify the Bid number and Bidder name on every page submitted.
 - c. Include a table of contents identifying all aspects of the Bid (including exhibits and any addenda) with sufficient detail to facilitate easy reference to all requested information.
4. The Bid Price Schedule and Acceptance of Bid Terms and Conditions is included with the Bidding Documents.
 - a. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - b. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
5. A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
6. A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence

of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

7. A Bid by an individual shall show the Bidder's name and official address.
8. A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
9. All names shall be printed in ink below the signatures.
10. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.
11. As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.
12. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.
13. Postal and e-mail addresses and telephone number for communications regarding the Bid should be shown.
14. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
15. Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:
 - a. All items contained in the bid must be in total compliance with the specifications of this solicitation.

- b. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions, and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment A**, Bid Price Schedule and Acceptance of Bid Terms and Conditions.

C. BID CONTENT

ITB REQUIRED FORMS

Bidders shall include all applicable and properly executed forms.

Ensure review and completion of **Attachments A and #1-#10** and the following listed below:

Insurance Certificates. Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful Bidder(s) will be required to provide Certificate(s) of Insurance evidencing coverage as required in the Insurance Requirements within five (5) business days of the notification of intent to award. Note: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.

Proof of Licenses/certification. Please include copies of applicable licensure/certification, including but not limited to:

Provide proof of proper State of Florida business licensure and professional certification(s)/registration(s) in the State of Florida.

Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of corporations. Information concerning certification can be obtained at: <http://dos.myflorida.com/sunbiz/>. Please note: certification must be for active status only.

Local Business Tax Receipt. Provide a copy of your Local Business Tax Receipt. In accordance with Section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.

Tax Identification Number (TIN). All Bidders shall furnish a completed W-9 with Bid submittal. A tax identification number is required to do business with the City.

ADDITIONAL INFORMATION

Bidders may include a section for appendices including promotional material or supporting documentation not otherwise requested herein. Please clearly

Page 16 of 55

designate this section in your response. This will be for informational purposes only and is not included in the 50-page count.

B. BID FORM

The Bid Price Schedule and Acceptance of Bid Terms and Conditions (**Attachment A**) shall be completed, signed, and submitted with bid package. An authorized signatory must sign attesting to knowledge of Scope of Services, committing to the prices as offered, and acceptance of the terms and conditions.

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

1. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted on 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.
3. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

V. BID EVALUATION

The owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The owner will reject the Bid of any Bidder that City of Crestview finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the City of Crestview will reject the Bid as nonresponsive; provided that City of Crestview also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

If City of Crestview awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

Evaluation of Bids

In evaluating Bids, City of Crestview will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

1. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
2. In evaluating whether a Bidder is responsible, City of Crestview will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

City of Crestview may conduct such investigations as City of Crestview deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

1. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
2. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
3. The quality of performance of previous contracts or services including previous performance with the City;
 - A. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

- B. Quality Control Program.
- C. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
- D. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
- E. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
- F. Such other information as may be relevant or secured.

Prior to awarding the contract, the selected firm will be required to supply the City with copies of a current City of Crestview Business Tax Receipt, Liability Insurance and Workmen's Compensation coverage.

VI. POST AWARD INFORMATION

A. AWARD OF CONTRACT

Award will be made to the lowest, most responsive, and responsible Bidder whose bid submittal meets the specifications.

- A. The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Commission. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.
 - 1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.
 - 2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
 - 3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.
- B. Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event

that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to City of Crestview, it shall be accompanied by required bonds and insurance documentation.

When City of Crestview issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within ten days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to City of Crestview. Within ten days thereafter, City of Crestview shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents.

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

B. TERM

It is the intent of this solicitation to secure a source for the City of Crestview, Florida for a period of one (1) year with four (4) one (1) year renewal options, at the mutual agreement of both parties.

C. FUNDING

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available within the fiscal year budget.

- A. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

VII. GENERAL TERMS AND CONDITIONS

A. SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement and Contract Management Division prior to the bid due date and time.

- A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.
- B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

B. UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

C. MATHEMATICAL ERRORS

Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.

Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.

Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

D. UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.

Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.

Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

E. FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

F. REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

G. DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

H. SPLIT AWARD (Not Applicable for Federal/LAP funded projects)

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

I. BID PRICE SCHEDULE

Each Bidder shall furnish the information required on the Bid Price Schedule and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

J. BID TABULATION

The bid tabulation will be posted on <https://www.cityofcrestview.org/448/Bids-And-Requests>.

Bidders may also call the Purchasing Division for results.

K. PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the

same or different names shall not be considered. If there is reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

- D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.
- E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.
- F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.
- G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

L. BIDDER'S SPECIFICATIONS AND NOT BIDDING

Each Bidder shall make accurate and clear statements in their bid response. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

M. PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

N. EXISTING PERMITS AND IDENTIFICATION NUMBERS

All permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

O. DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete Attachment Drug-Free Workplace Certification and include with your ITB response.

P. BID PREPARATION COSTS

The City shall not pay any costs associated with the preparation, submittal, or presentation of any Bid.

Q. BID WITHDRAWAL

To withdraw a Bid, the Bidder must properly withdraw its Bid before the deadline for submitting Bids. After withdrawing a previously submitted Bid, the Bidder may submit another Bid at any time up to the deadline for submitting Bids.

R. BID AMENDMENT

The City shall not accept any amendments, revisions, or alterations to Bids after the deadline for Bid submittal unless the City formally requests such in writing.

S. BID ERRORS

Bidders are liable for all errors or omissions contained in their Bids. Bidders will not be allowed to alter Bid documents after the deadline for submitting a Bid.

T. NON-WAIVER

The City's failure to address errors or omissions in the Bids shall not constitute a waiver of any requirement of this ITB by the City.

U. QUALIFICATIONS/INSPECTION

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Bidder's ability to perform. The ITB Coordinator reserves the right to reject Bids where evidence or evaluation is determined to indicate inability to perform.

V. PROHIBITION OF BIDDER TERMS & CONDITIONS

A Bidder may not submit the Bidder's own contract terms and conditions in response to this ITB. If a Bid contains such terms and conditions, the City, at its sole discretion, may determine the Bid to be a nonresponsive counteroffer, and the Bid may be rejected.

W. ASSIGNMENT AND SUBCONTRACTING

1. The Bidder may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. The City must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.
2. Notwithstanding the use of approved subcontractors, the Bidder, if awarded a contract under this ITB, shall be the prime contractor and shall be responsible for all work performed.
3. Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage or Contractor may insure subcontractors under its own policy.

X. JOINT VENTURES

All Bidders intending to submit a Bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Department of Business and Professional Regulations, Construction Industry Licensing Board and/or any other state or local licensing Agency prior to submitting a Bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

Y. INDEPENDENT PRICE DETERMINATION

A Bid shall be disqualified and rejected by the City if the price in the Bid was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Bidder, a City employee, or any Competitor.

Z. ITB AMENDMENT AND CANCELLATION

The City may amend this ITB in writing at any time. The City also reserves the right to cancel or reissue the ITB at its sole discretion. If an amendment is issued, it shall be posted and made available through the City's website. Bidders shall respond to the final written ITB and any exhibits, attachments, and amendments.

AA. RIGHT OF REJECTION

1. The City reserves the right, at its sole discretion, to reject all Bids or to cancel this ITB in its entirety.
2. Any Bid received which does not meet the requirements of this ITB may be considered nonresponsive, and the Bid may be rejected. Bidders must comply with all the terms of this ITB and all applicable State and City laws and regulations. The City may reject any Bid that does not comply with all the terms, conditions, and performance requirements of this ITB.
3. The City reserves the right, at its sole discretion, to waive variances in Bids provided such action is in the best interest of the City. Where the City waives minor variances in Bids, such waiver does not modify the ITB requirements or excuse the Bidder from full compliance with the ITB. Notwithstanding any minor variance, the City may hold any Bidder to strict compliance with the ITB.

BB. BID EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Bidder with lowest responsive, responsible Bid. The City reserves the right, at its sole discretion, to request clarifications of Bids or to conduct discussions for the purpose of clarification with any or all Bidders. If clarifications are made because of such discussion, the Bidder shall put such clarifications in writing.

CC. AWARD PROCESS

The City reserves the right to make an award without further discussion of any Bid submitted. Each Bid should be initially submitted on the most favorable terms the Bidder can offer. The City reserves the right to negotiate and/or include a best and final offer stage in the process.

Notwithstanding, the City reserves the right to add terms and conditions, deemed to be in the best interest of the City, during final negotiations. Any such terms and conditions shall be within the scope of the ITB and shall not affect the basis of Bid evaluations and will be incorporated in a purchase order. The City may negotiate with the apparent best evaluated Bidder.

DD. BACKGROUND CHECKS

By submitting a Bid, Bidder warrants that prior to the commencement of any work any employees assigned to the City will have passed a criminal background check, including drug testing performed at no costs to the City so that only qualified personnel of integrity will be furnished by Bidder and in conference with Federal and State Law. Bidder warrants they are in compliance with Florida Statute 166.0442, Bidder agrees to defend, indemnify and hold harmless the City, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty. The criminal background search must be performed by a third-party consumer reporting agency and include a City criminal search in each City in which the individual has lived or worked in the last seven years; social security validation and trace, along with a search against the National Sex Offender Registry. If the background check reveals any convictions or charges pending adjudication, aside from minor driving violations, Bidder must immediately notify HHSA.

EE. EXCLUSION OR DEBARMENT

A person or affiliate who has been placed on the convicted Consultant/Firm 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 Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.

Affirm that none of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, are excluded or debarred from participating in or being paid for participation in any Federal or State program. The Bidder shall submit their UEI number in their Bid that will be used to verify such status on the federal System for Award Management (SAM).

FF. DISCLOSURE OF BID CONTENTS

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

GG. PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the ITB document and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement and Contract Management Division with a detailed explanation and justification including statutory cites and specific reference to your Bid detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Bid being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

HH. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in **Exhibit C** before commencing work on the contract.

II. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure. Required business and professional licenses must be held and be in effect for the full term of an awarded contract and for any extension/renewal periods. All license, permit, impact or inspection fees due to the City as required throughout the contract are the responsibility of the contractor.

JJ. GOVERNING LAW

If an award is made, the contract will be made in the City of Crestview and shall be governed and construed in accordance with the laws of the State of Florida. Any action relating to the Contract shall be instituted and prosecuted in the courts of Okaloosa County, Florida.

KK. FEDERAL, STATE, AND LOCAL LAWS

The successful Bidder must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded Bidder to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible Bidder.

LL. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

MM. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of Florida) shall have the option to participate in any agreement created as a result of this ITB with the same terms and conditions specified, including pricing. The City shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the Bidder.

NN. ADDITIONAL PURCHASES

Following the award, the City may dispense with separate bidding for additional purchases of like item(s) from the successful Bidder within a twelve (12) month period from the initial purchase date provided that the Bidder agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

OO. EXTENSIONS

The City reserves the right to extend any contract past the end term date (once the initial term of three years, and both one-year renewals have been completed) upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

PP. INVOICES AND PAYMENT TERMS

Invoices are to be mailed to the City department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments. Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

QQ. COMPLIANCE

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the City to cancel the balance of the awarded purchase order and award will be made to the next lowest Bidder. Failure to receive City concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

RR. DEFAULT

In case of default by the awarded Bidder, the City may procure the goods or services from another source and may recover the loss thereby from any unpaid balance due the selected Bidder, or by any other legal means available to the City. The City may also ban selected Bidder up to two years from future solicitations for default.

SS. TERMINATION FOR CAUSE

If either party fail to substantially perform its obligations in accordance with any Agreement awarded, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the City reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the City. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

TT. TERMINATION FOR CONVENIENCE

The City reserves the right, in its best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

UU. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

VV. F.O.B. POINT

All prices quoted shall be F.O.B destination to the City of Crestview at the project location, freight prepaid (Proposer pays and bears freight charges, Proposer owns goods in transit and files any claims), excluding sales tax. The City is exempt from Federal Excise and Transportation taxes.

WW. E-VERIFY

A. Consultant/Firm is advised that Florida law requires each party to a public contract must register with and use the E-Verify system administered by the Social Security Administration and U.S. Citizenship and Immigration Services. Additionally, if a public contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized persons. The contractor must maintain a copy of the affidavit for the duration of the contract.

- B. By submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Consultant/Firm is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- C. A mere allegation of Consultant/Firm's intent to use and/or current use of unauthorized workers may not be a basis to delay the City's award of a Contract to the Consultant/Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the City.
- D. Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:
 - 1. The City's Purchasing Department at 850.682.1560 ext. 246: and
 - 2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
- E. Consultant/Firm is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:
 - 1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - 2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
 - 3. Establish a written hiring and employment eligibility verification policy.
 - 4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
 - 5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
 - 6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
 - 7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process
 - 8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Consultant/Firms to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor agreements.
 - 9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or

- employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
 11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
 12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.
- F. In the event it is discovered that the Consultant/Firm's knowingly violates the E-Verify requirements, or that a subcontractor knowingly violated the E-Verify requirements, the City is required to terminate this contract or order the Consultant/Firm to terminate the contract with the subcontractor immediately. This will not be considered a breach of contract. Additionally, the City may debar the Consultant/Firm from bidding on all City Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

XX. PROHIBITION AGAINST CONTINGENT FEES

The Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure an Agreement as a result of this solicitation process, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement as a result of this solicitation process.

YY. PROTESTS

All protests and required bonds shall be filed in accordance with the City's Purchasing Procedures Manual.

PROTEST OF ITB PROVISIONS If a potential Bidder intends to protest any term, condition or specification of this ITB, a notice of intent to protest shall be filed with the City in writing within 72 hours, excluding Saturdays, Sundays and state holidays, after the posting of this ITB. The potential Bidder shall file a formal written protest within ten (10) days after filing of notice of intent to protest. Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and of the right to contest a term, condition, or specification of the ITB in a protest of an intended award.

CHALLENGE OF CITY'S INTENT TO AWARD CONTRACT

If a Bidder intends to protest the City's intent to award a contract(s), the notice of intent to protest shall be filed with the City in writing within 72 hours, excluding Saturdays, Sundays and state holidays, after posting of a notice of intent to award a contract(s) and the Bidder shall file a formal written protest within ten (10) days after filing of notice of intent to protest. Any Bidder who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code, and Section 120.57(3), Florida Statutes, shall post with the District at the time of filing the formal written protest, a bond pursuant to section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent to protest or failure to file a formal written protest and bond within the time prescribed in Chapter 28-110, Florida Administrative Code and sections 120.57(3) and 287.042(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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VIII. ATTACHMENT A – BID PRICE SCHEDULE AND ACCEPTANCE OF BID TERMS AND CONDITIONS

Item	Description	Unit	Est. Qty	Price Per Unit
LABOR AND MATERIALS TO BE INCLUDED FOR ALL LINE ITEMS				
	Chain-Link Fencing – Black Vinyl Coated – 9 Gauge Core Steel			
	4 ft.			
1	4' Fence - 1 5/8" Top Rail	LF		\$ 27.25
2	4' Gate (36")	EA		\$ 250.00
3	4' Gate (48")	EA		\$ 300.00
4	4' Gate (60")	EA		\$ 375.00
5	4' Gate (72")	EA		\$ 425.00
6	4' Double Leaf Gate (120")	EA		\$ 650.00
7	4' Double Leaf Gate (144")	EA		\$ 750.00
	6 ft.			
8	6' Fence - 1 5/8" Top Rail	LF		\$ 34.50
9	6' Gate (36")	EA		\$ 300.00
10	6' Gate (48")	EA		\$ 350.00
11	6' Gate (60")	EA		\$ 400.00
12	6' Gate (72")	EA		\$ 450.00
13	6' Double Leaf Gate (120")	EA		\$ 750.00
14	6' Double Leaf Gate (144")	EA		\$ 850.00
	8 ft.			
15	8' Fence - 1 5/8" Top Rail	LF		\$ 45.50
16	8' Gate (36")	EA		\$ 500.00
17	8' Gate (48")	EA		\$ 600.00
18	8' Gate (60")	EA		\$ 700.00
19	8' Gate (72")	EA		\$ 750.00

20	8' Double Leaf Gate (120")	EA		\$ 1000.00
21	8' Double Leaf Gate (144")	EA		\$ 1200.00

Chain-Link Fencing - 9 Gauge				
4 ft.				
22	4' Galvanized Metal Chain with 2" openings - 40 weight post and rail	LF		\$ 24.50
23	4' Gate (36")	EA		\$ 250.00
24	4' Gate (48")	EA		\$ 300.00
25	4' Gate (60")	EA		\$ 350.00
26	4' Gate (72")	EA		\$ 400.00
27	4' Double Leaf Gate (120")	EA		\$ 600.00
28	4' Double Leaf Gate (144")	EA		\$ 750.00
6 ft.				
29	6' Galvanized Metal Chain with 2" openings - 40 weight post and rail	LF		\$ 30.50
30	6' Gate (36")	EA		\$ 350.00
31	6' Gate (48")	EA		\$ 450.00
32	6' Gate (60")	EA		\$ 550.00
33	6' Gate (72")	EA		\$ 650.00
34	6' Double Leaf Gate (120")	EA		\$ 800.00
35	6' Double Leaf Gate (144")	EA		\$ 900.00
8 ft.				
36	8' Galvanized Metal Chain with 2" openings - 40 weight post and rail	LF		\$ 40.50
37	8' Gate (36")	EA		\$ 500.00
38	8' Gate (48")	EA		\$ 550.00
39	8' Gate (60")	EA		\$ 600.00
40	8' Gate (72")	EA		\$ 700.00
41	Double Leaf Gate (120")	EA		\$ 900.00

42	8' Double Leaf Gate (120")	EA		\$ 900.00
43	8' Double Leaf Gate (144")	EA		\$ 1100.00
Chain-link Fencing - 11.5 Gauge				
4 ft.				
44	4' Galvanized Metal Chain with 2 3/8" openings	LF		\$ 23.50
45	4' Gate (36")	EA		\$ 250.00
46	4' Gate (48")	EA		\$ 300.00
47	4' Gate (60")	EA		\$ 350.00
48	4' Gate (72")	EA		\$ 400.00
49	4' Double Leaf Gate (120")	EA		\$ 600.00
50	4' Double Leaf Gate (144")	EA		\$ 750.00
6 ft.				
51	6' Galvanized Metal Chain with 2 3/8" openings	LF		\$ 28.50
52	6' Gate (36")	EA		\$ 350.00
53	6' Gate (48")	EA		\$ 450.00
54	6' Gate (60")	EA		\$ 550.00
55	6' Gate (72")	EA		\$ 650.00
56	6' Double Leaf Gate (120")	EA		\$ 800.00
57	6' Double Leaf Gate (144")	EA		\$ 900.00
8 ft.				
58	8' Galvanized Metal Chain with 2 3/8" openings	LF		\$ 38.50
59	8' Gate (36")	EA		\$ 500.00
60	8' Gate (48")	EA		\$ 550.00
61	8' Gate (60")	EA		\$ 600.00
62	8' Gate (72")	EA		\$ 700.00
63	8' Double Leaf Gate (120")	EA		\$ 900.00

64	Double Leaf Gate (144")	EA		\$ 1100.00
	Temporary Chain Link Fencing – 11.5 Gauge			
	6 ft.			
65	Install 6' galvanized chain link temporary fence with no top rail with 16-gauge .065 wall galvanized tubing posts. Terminal posts to be set in concrete, line posts to be driven into the ground.	LF		\$ 6.80
	8 ft.			
66	Install 8' galvanized chain link temporary fence with no top rail with 16-gauge .065 wall galvanized tubing posts. Terminal posts to be set in concrete, line posts to be driven into the ground.	LF		\$ 9.50

	Wooden Fencing – Privacy fence			
	6 ft.			
67	6' Stockade section (Pressure Treated Pine)	LF		\$ 32.00
68	6' Gate (36")	EA		\$ 200.00
69	6' Gate (48")	EA		\$ 250.00
70	6' Gate (60")	EA		\$ 350.00
71	6' Gate (72")	EA		\$ 450.00
72	6' Double Leaf Gate (120")	EA		\$ 900.00
73	6' Double Leaf Gate (144")	EA		\$ 1000.00
	8 ft.			
74	8' Stockade section (Pressure Treated Pine)	LF		\$ 44.00
75	8' Gate (36")	EA		\$ 300.00
76	8' Gate (48")	EA		\$ 400.00
77	8' Gate (60")	EA		\$ 550.00
78	8' Gate (72")	EA		\$ 650.00
79	Double Leaf Gate (120")	EA		\$ 1000.00

80	8' Double Leaf Gate (144")	EA		\$ 1200.00
	Miscellaneous Charges			
81	Removal & Disposal of old fencing up to & including 8' High (Includes Labor)	LF		\$ 8.00
82	12.5 Gauge Galvanized Barbed Wire	LF		\$ 2.00
	TOTAL BID (Items 1-82)			\$ 40,545.55
Note 1: ALL items quoted must be in compliance with the specifications. If you are taking exceptions, indicate those exceptions on a company letterhead and attach them to this invitation to bid.				

1. FOB Point: **Delivered**
2. Terms of Payment (e.g., Net 45) Net 30
3. **The City Shall Receive project completion notice within 30 days from the date the Vendor receives Purchase Order or Notice to Proceed**

**Recheck your quotations prior to submission.
Bids may not be changed after being opened.**

NOTE: The Bidder agrees that the quantities shown for unit price items are approximate and are subject to variations in the field and further agrees to do the work at the unit bid price whether the quantities are increased or decreased.

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item on the Price Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this ITB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the ITB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the ITB documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Crestview for the price(s) as set forth herein in the **Price Bid Form**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this ITB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor Name: Northwest Florida Fence LLC
Mailing Address: 153 Wits End Ln Defuniak Springs FL 32435
Telephone Number: 850-635-6221 Fax Number: _____
E-mail Address: Eli@northwestfloridafence.com FEIN: 82-2228355
Eli Smith Eli Smith Owner 06-17-2024
Authorized Signature Printed Name/Title Date

IX. ATTACHMENT #1 – PUBLIC ENTITY CRIMES

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS**

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract
24-06-18-OM [number/title]

2. This sworn statement is submitted by Northwest Florida Fence LLC
[name of company/firm]

whose business address is 153 Wits End Ln Defuniak Springs FL 32435 and (if
applicable) Federal Employer Identification Number (FEIN) is 82-2228355 (if
the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____)

3. My name is Eli Smith and my relationship to the entity named
above is Owner

4. I understand that a "public entity crime" as defined in Paragraph
287.133(a)(g), Florida Statutes, means a violation of any state or federal law by
a person with respect to and directly related to the transaction of business with
any public entity or with an agency or political subdivision of any other state or
with the United States, including, but not limited to, any bid or contract for goods
or services to be provided to any public entity or any agency or political subdivision
of any other state or of the United States and involving antitrust, fraud, theft,
bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph
287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public
entity crime with or without an adjudication of guilt, in any federal or state trial
court of records relating to charges brought by indictment or information after
July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty
or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida
Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime;
or

(Page 1 of 3 ATTACHMENT #1)

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.
- c. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies)**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

(Page 2 of 3 ATTACHMENT #1)

_____The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by, or pending with, the Department of General Services.)

El. Smith
(Signature)

06-18-2024
Date:

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 18th day of 06 2024, by ELI S who is personally known to me or has produced FLORIDA PL as identification.

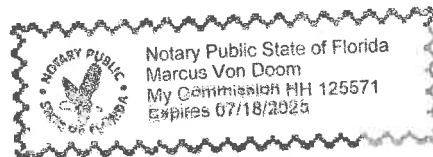
My Commission Expires:

07/18/2025

Notary Public

Marcus Von Doom

(Page 3 of 3 ATTACHMENT #1)



X. ATTACHMENT #2 – DRUG FREE WORKPLACE

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS
DRUG-FREE WORKPLACE CERTIFICATION**

The below signed Bidder certifies that it has implemented a drug-free workplace program. To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder/Contractor Name: <u>Northwest Florida Fence LLC</u>		
Mailing Address: <u>153 Wits End Ln Defuniak Springs FL 32435</u>		
Telephone Number: <u>850-635-6221</u>		Fax Number: _____
E-mail Address: <u>Eli@northwestfloridafence.com</u>		FEIN: <u>82-2228355</u>
<u>Eli Smith</u>	<u>Eli Smith / owner</u>	<u>06-17-2024</u>
Authorized Signature	Printed Name/Title	Date
Authorized Signature	Printed Name/Title	Date

XI. ATTACHMENT #3- CONFLICT OF INTEREST STATEMENT

CITY OF CRESTVIEW, FLORIDA INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY OF CRESTVIEW FACILITIES & SPECIAL PROJECTS CONFLICT OF INTEREST STATEMENT

A. THIS SWORN STATEMENT IS SUBMITTED

BY Northwest Florida Fence LLC
[Name of entity submitting sworn statement]

whose business address

is 153 Wits End Ln Defuniak Springs FL 32435

and (if applicable) its Federal Employer Identification Number
(FEIN) is 82-2228355.

My name is Eli Smith and my relationship to the
above entity is Owner.
[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a Bid/offer to ITB # 24-06-18-OM for
Fencing Services for City of Crestview Facilities and Special Projects Services.
2. The AFFIANT has made diligent inquiry and provided the information in this
statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been
submitted and tendered by the appropriate date and time and that said above
stated entity has no financial interest in other entities submitting a Bid for the
work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly
entered into any agreement, participated in any collusion or collusive activity,
or otherwise taken any action which in any way restricts or restrains the
competitive nature of this solicitation, including but not limited to the prior
discussion of terms, conditions, pricing, or other offer parameters required by
this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is
presently suspended or otherwise prohibited from participation in this
solicitation or any contract to follow thereafter by any government entity.
6. Neither the entity nor its affiliates, nor anyone associated with them, have any
potential conflict of interest because and due to any other clients, contracts,
or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management
or staff has a vested interest in any City Division/Department/Office.

(Page 1 of 2 ATTACHMENT #3)

Page 44 of 55

8. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Crestview government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Conflict of Interest and Non-Collusion Statement, is truthful and correct at the time of submission.

Bidder/Contractor Name: Northwest Florida Fence LLC
Mailing Address: 153 Wits End Ln Defuniak Springs FL 32435
Telephone Number: 850-635-6221 Fax Number: _____
E-mail Address: Eli@northwestfloridafence.com FEIN: 82-2228355
Eli Smith Eli Smith / Owner 06-17-2024
Authorized Signature Printed Name/Title Date

(Page 2 of 2 ATTACHMENT #3)

XII. ATTACHMENT #4 – LIABILITY & INDEMNIFICATION

CITY OF CRESTVIEW, FLORIDA INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY OF CRESTVIEW FACILITIES & SPECIAL PROJECTS LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Bidder/Contractor Name: Northwest Florida Fence LLC
Mailing Address: 153 Wits End Ln Defuniak Springs FL 32435
Telephone Number: 850-635-6221 Fax Number: _____
E-mail Address: Eli@northwestfloridafence.com FEIN: 82-2228355
Eli Smith Eli Smith / Owner 06-17-2024
Authorized Signature Printed Name/Title Date

XIII. ATTACHMENT #5 ADDENDUM RECEIPT ACKNOWLEDGEMENT

**CITY OF CRESTVIEW, FLORIDA
INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY
OF CRESTVIEW FACILITIES & SPECIAL PROJECTS**

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. 1 Dated: 06-17-2024

Addendum No. 3 Dated: 06-17-2024

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the Addendum Receipt Acknowledgement Certification, is truthful and correct at the time of submission.

Bidder/Contractor Name: Northwest Florida Fence LLC
Mailing Address: 153 Wits End Ln Defuniak Springs FL 32435
Telephone Number: 850-635-6221 Fax Number: _____
E-mail Address: Eli@northwestfloridafence.com FEIN: 82-2228355
Eli Smith Eli Smith Owner 06-17-2024
Authorized Signature Printed Name/Title Date

XIV. ATTACHMENT #6 – PUBLIC ACCESS FORM

CITY OF CRESTVIEW, FLORIDA INVITATION TO BID (ITB) 24-06-18-OM FENCING SERVICES FOR CITY OF CRESTVIEW FACILITIES & SPECIAL PROJECTS PUBLIC ACCESS FORM

Northwest Florida Fence LLC, as Bidder, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

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

(Page 1 of 2 ATTACHMENT #6)

- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: Maryanne Girard, City Clerk, (850) 682-1560 Extension 250, cityclerk@cityofcrestview.org, 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536**
- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Bidder/Contractor Name: Northwest Florida Fence LLC
Mailing Address: 153 Wits End Ln Defuniak Springs FL 32435
Telephone Number: 850-635-6221 Fax Number: _____
E-mail Address: Eli@northwestfloridafence.com FEIN: 82-2228355
Eli Smith Eli Smith Owner 06-17-2024
Authorized Signature Printed Name/Title Date

(Page 2 of 2 ATTACHMENT #6)

XV. ATTACHMENT #7 CERTIFICATION RE: SCRUTINIZED COMPANIES

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting Bids, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting Bids, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

(page 1 of 2, Attachment #7)

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this Contractor Certification Regarding Scrutinized Companies, is truthful and correct at the time of submission.

Bidder/Contractor Name: Northwest Florida Fence LLC
Mailing Address: 153 Wits End Ln Defuniak Springs FL 32435
Telephone Number: 850-635-6221 Fax Number: _____
E-mail Address: Eli@northwestfloridafence.com FEIN: 82-2228355
Eli Smith Eli Smith Owner 06-17-2021
Authorized Signature Printed Name/Title Date

(page 2 of 2, Attachment #7)

XVI. ATTACHMENT #8 REFERENCES

Reference 1:	
Project Name: Walton County Sheriff's Office South End Facility	
Type of Project/Service: 8' Arched top black aluminum fence	
Address: 796 Triple G Rd Defuniak Springs FL	
Contracting Agency/Client: Walton County Sheriffs Office	
Contact Name and Phone #: Luke Hall 850-420-0490	
Contact Email Address and Fax #: lhall@waltonso.org	
Contract Amount: \$188,941.00	Date Work Performed: 02/06/2023
Reference 2:	
Project Name: WCSO New Road	
Type of Project/Service: 5600' of 4 rail wood fence	
Address: 796 Triple G Rd Defuniak Springs FL	
Contracting Agency/Client: Walton County Sheriffs Office	
Contact Name and Phone #: Luke Hall 850-420-0490	
Contact Email Address and Fax #: lhall@waltonso.org	
Contract Amount: \$146,200.00	Date Work Performed: 2/20/2024
Reference 3:	
Project Name: Regional Utilities Well Field	
Type of Project/Service: 6500' of 6' chain-link + 3 strands of barbwire	
Address: 4432 US Highway 98 Santa Rosa Beach	
Contracting Agency/Client: Regional Utilities	
Contact Name and Phone #: Jason Reddick 850-699-0714	
Contact Email Address and Fax #: jreddick@regionalutilities.net	
Contract Amount: \$160,141.17	Date Work Performed: 12/1/2023

The Bidder shall complete and submit this Reference Form as a part of their response. The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

XVII. ATTACHMENT #9 STATEMENT OF "NO SUBMITTAL"

If you do not intend to submit on this solicitation, please complete and return this form prior to the date shown for receipt of Bids to:

City of Crestview
198 North Wilson Street

P. O. Box 1209

Crestview, Florida 32536

I/WE HAVE DECLINED TO SUBMIT A BID FOR _____, [Number]
titled _____ [TITLE] for the following reason(s): [Please
place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the solicitation.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below):

REMARKS:

Bidder/Contractor Name: _____
Mailing Address: _____
Telephone Number: _____ Fax Number: _____
E-mail Address: _____ FEIN: _____

Authorized Signature _____ Printed Name/Title _____ Date _____

XVIII. ATTACHMENT #10 - CERTIFICATE OF NON-SEGREGATED FACILITIES

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US \$10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

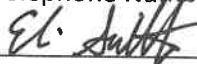
The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US \$10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Northwest Florida Fence LLC

Mailing Address:
153 Wits End Ln Defuniak Springs FL 32435

Telephone Number: 850-635-6221 Fax Number: E-mail Address: Eli@northwestfloridafence.com

 Eli Smith FEIN: 82-2228355

Authorized Signatory Printed Name

Owner

Title Date 06-17-2024

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

[END OF DOCUMENT]

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L16000156886

Entity Name: NORTHWEST FLORIDA FENCE, LLC

Current Principal Place of Business:

153 WITS END LN
DEFUNIAK SPRINGS, FL 32435

Current Mailing Address:

153 WITS END LN
DEFUNIAK SPRINGS, FL 32435 US

FEI Number: 82-2228355

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SMITH, ELIJAH
153 WITS END LN
DEFUNIAK SPRINGS, FL 32435 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ELIJAH SMITH

02/08/2024

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name SMITH, ELIJAH B
Address 153 WITS END LN
City-State-Zip: DEFUNIAK SPRINGS FL 32435

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ELIJAH SMITH

OWNER

02/08/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acentria Insurance - Pensacola
104 W Romana St.
Pensacola FL 32502

License#: L100460
NORTFLO-53

CONTACT
NAME:
PHONE
(A/C, No, Ext): 850-497-6510
FAX
(A/C, No): 850-497-6515
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A :** Nationwide General Insurance Company

23760

INSURER B :**INSURER C :****INSURER D :****INSURER E :****INSURER F :**

INSURED
Northwest Florida Fence LLC
153 Wits End Ln
De Funiak Springs FL 32435

COVERAGES**CERTIFICATE NUMBER:** 1538289696**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			ACPCG013201611441	1/4/2024	1/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE NON-OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

FOR PROOF

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Jim Dickerson 1225 Us Highway 331 S Defuniak Spgs FL 324353398		CONTACT NAME: Jim Dickerson PHONE (A/C, No, Ext): 850-892-6111 E-MAIL ADDRESS: james.dickerson.uyne@statefarm.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Fire and Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 25143	
INSURED NORTHWEST FLORIDA FENCE LLC 153 WITS END LN DEFUNIAK SPGS FL 324351300			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER: AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	98-CC-B627-1	08/31/2023	08/31/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

VDT Construction
4458 Legendary Dr., Ste. 200
Destin, FL 32541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

This form was system-generated on 01/16/2024

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Northwest Florida Fence	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 153 Wits End LN	Requester's name and address (optional)
6 City, state, and ZIP code Defuniak Springs FL 32435	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
8	2	-	2	2	2	8	3	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *EL Smith*

Date ► **06-17-2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Staff Report

CITY COUNCIL MEETING DATE: June 24, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Stephen McCosker, Police Chief
DATE: 6/20/2024
SUBJECT: Request to Spend Forfeiture Funds

BACKGROUND:

The Florida Contraband Forfeiture Act allows law enforcement to seize certain property. If the seizing agency is a municipality, the proceeds are deposited in a special law enforcement trust fund established by the governing body of the municipality. Section 932.7055. The appropriate use of those funds must be approved by the governing board.

DISCUSSION:

The Crestview Police Foundation, a 501.3(c) nonprofit, is launching its "Game-Changers" youth sports initiative. The Crestview Police Foundation's Game-Changers is an opportunity for the foundation to partner with the City of Crestview Parks and Recreation Department to reach young people at risk. This partnership will allow the Crestview Police Foundation to:

- Provide sponsored children and teens who have the desire to play City League sports, but do not have the financial means to pay registration fees, a healthy alternative to avoid drug or alcohol abuse and/or crime.
- Offer free skills workshops to the community prior to the respective sports season
- Sponsor teams who are coached by members of the law enforcement community with additional perks (i.e. pizza party, warm up shirts, or other swag) for being on a law enforcement-led team
- Sponsor "open gym" activities
- Provide an opportunity for the law enforcement community to mentor young people who are at risk.
- Allow members of the Crestview Police Foundation to cheer on sponsored athletes during their games.

The Crestview Police Department is asking the members of City Council to approve the use of \$5,000 from forfeiture funds to seed the "Game-Changers". Once the program has established a history of success, the Crestview Police Foundation believes it will be able to attract corporate sponsors.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The Police Department requests to utilize \$5,000.00 from the Federal Forfeiture Fund, which currently has \$16,025.24. This money will be utilized to seed the Crestview Police Foundation "Game-Changers" youth sports Initiative.

RECOMMENDED ACTION

Staff respectively request that the City Council approve the request to utilize \$5,000.00 from the Federal Forfeiture Fund for the Crestview Police Foundation's "Game Changers" youth sports initiative.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: June 24, 2024

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 6/20/2024
SUBJECT: Designation of Delegates for the 2024 FLC Annual Conference

BACKGROUND:

The City of Crestview designates one official to cast votes at the Annual Business Session at the Florida League of Cities' Annual Conference.

DISCUSSION:

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 15-17, 2024. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each member municipality sends delegates to the Annual Conference of the Florida League of Cities and designates one of their officials to cast votes at the Annual Business Session. The election of League leadership and adoption of resolutions are undertaken during the business meeting.

Mayor JB Whitten will be attending the conference and is available to serve as our delegate.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

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FINANCIAL IMPACT

Costs associated with travel, hotel reservations, meals and mileage to the Diplomat Beach Resort in Hollywood, Florida are available in the current year's budget.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve Mayor JB Whitten as the delegate to represent the City of Crestview.

Attachments

1. 2024 Voting Delegate Memo



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 10, 2024

Subject: 2024 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 15-17, 2024. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 17**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2024.

Attachments: Form Designating Voting Delegate



**2024 Annual Conference
Florida League of Cities, Inc.
August 15-17, 2024
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2024.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com



Staff Report

CITY COUNCIL MEETING DATE: June 24, 2024

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director
DATE: 6/20/2024
SUBJECT: Financial Update - Finance Director

BACKGROUND:

This is a presentation of the monthly financial information as required by the City Charter.

DISCUSSION:

Below you will find the links to the Pooled Cash Carryforward, March and April Monthly Financial Statements, as well as the April and May Check Registers.

Follow this link by clicking on the icon with the arrow for the [April Check Register](#) and [May Check Register](#).

Follow this link by clicking on the icon with the arrow for the [April Amazon Check Register](#) and [May Amazon Check Register](#).

Follow this link by clicking on the icon with the arrow for the [March](#) and [April](#) Monthly Financial Statement.

Follow this link by clicking on the icon with the arrow for the [March Pooled Cash Carryforward](#).

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

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FINANCIAL IMPACT

RECOMMENDED ACTION

No action required.

Attachments

None