



CITY of CRESTVIEW

CITY COUNCIL

CITY COUNCIL REGULAR MEETING AGENDA

March 23, 2026

6:00 PM

COUNCIL CHAMBERS

1. **Call to Order**
2. **Invocation, Pledge of Allegiance**
3. **Open Policy Making and Legislative Session**
4. **Approve Agenda**
5. **Presentations and Reports**
 - 5.1. Presentation of Awards — John Hamilton VFW
6. **Consent Agenda**
 - 6.1. 2026 Street Resurfacing Project
7. **Public Hearings / Ordinances on Second Reading**
8. **Ordinances on First Reading**
9. **Resolutions**
10. **Action Items**
 - 10.1. RFQ #26-02-05-PS: Professional Consulting Engineering Services Continuing Services Contract
11. **City Clerk Report**
 - 11.1. Appointment of PDB Alternate
12. **City Manager Report**
 - 12.1. Financial Update - Finance Director
 - 12.2. City Manager Updates
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 2 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 Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a white card. The card must be submitted to the Mayor or Mayor Pro Tem. 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 Natasha Peacock, City Clerk at cityclerk@cityoforestview.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: March 23, 2026

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: JB Whitten, Mayor
DATE:
SUBJECT: Presentation of Awards — John Hamilton VFW

BACKGROUND:

Presentation of the Firefighter and Law Enforcement of the Year Awards

DISCUSSION:

Firefighter of the Year- Firefighter Brady Mathews

Police Officer of the Year- Investigator Corey M. Rawles

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: March 23, 2026

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Carlos Jones, Director, Allen Hallford
DATE: 03/19/2026
SUBJECT: 2026 Street Resurfacing Project

BACKGROUND:

The City of Crestview's Street Department conducts routine roadway assessments to evaluate pavement conditions and prioritize maintenance needs. Based on these evaluations, several road segments throughout the City have been identified as candidates for resurfacing due to declining conditions. Proactive resurfacing is a cost-effective strategy that helps prevent more extensive and expensive reconstruction in the future.

DISCUSSION:

We have received pricing and are piggybacking off of the Fort Walton Beach Resurfacing Contract for various resurfacing projects being completed this Fiscal Year. All information is attached in regard to this piggyback contract: original bid award information, bid submittal pricing, and locations for resurfacing. Included areas include portions of Raspberry Rd, Duggan Ave, E First Ave, Farmer St, Northview Ln, Hillview Cir, North Ave, E. Hickory Ave, Pandora Dr.

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

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

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

FINANCIAL IMPACT

Street resurfacing is funded through the local option gas tax. Our proposal is under budget with a total cost of \$642,945.50. The contract (attached) is effective through September 30th, 2026. Project number is #261110.

RECOMMENDED ACTION

Staff respectfully requests a motion for the approval to piggyback off of the Fort Walton Resurfacing Contract to complete the required resurfacing of city roadways listed in the attached proposal.

Attachments

1. Amendment#6 Contract Renewal Valid thru 9.30.26
2. Final Bid Tabulation
3. Bid Submittal
4. ITB
5. James David Site Prep Proposal 2026



City of Fort Walton Beach
Treasure of the Emerald Coast



Purchasing Division
105 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548
(850) 833-9523 – Direct line (850) 833-9643 – Fax
www.fwb.org

Asphalt Paving
Bid# 21-018
Contract Number FWB21-018

July 3, 2025

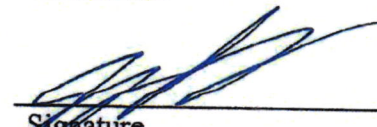
AMENDMENT NUMBER SIX

Consultant: James David Site Prep & Underground, LLC
5768 Hwy 4
Baker, FL 32531

Re: ITB 21-018 – Asphalt Paving

1. The purpose of this Amendment is to extend the final Performance Period through September 30, 2026.
2. All terms, conditions and prices shall remain unchanged and in full force and effect.

Contractor:



Signature


Name & Title (Type or Print)
5768 Hwy 4

Mailing Address
Baker FL, 32531

City, State and Zip Code
7-7-2025

Date

City Manager
City of Fort Walton Beach, Florida



Jason Davis (Jul 7, 2025 15:10 CDT)

Jason Davis

07/07/2025

Date Signed

Attest:



City Clerk





ITB 21-018 - BID TABULATION - FINAL

ITB 21-018 - Asphalt Paving for the City of Fort Walton Beach				Vendor 1 CW Roberts Contracting	Vendor 2 Gum Creek Farms	Vendor 3 James David Site Prep	Vendor 4 Roads Inc of NWF
Item No.	Qty	Unit	Description	Unit Price	Unit Price	Unit Price	Unit Price
Prepare Clay, Limerock, or Graded Aggregate Base and add new Pavement –Type S III Asphalt							
1	1 - 50	Tons		\$250.00	\$701.00	\$200.00	\$500.00
2	51-100	Tons		\$175.00	\$298.00	\$130.00	\$240.00
3	101-300	Tons		\$170.00	\$253.00	\$115.00	\$185.00
4	300 +	Tons		\$145.00	\$227.00	\$110.00	\$150.00
New Pavement (Base finished by City) – Type S III Asphalt							
5	1 - 50	Tons		\$200.00	\$603.00	\$160.00	\$500.00
6	51-100	Tons		\$160.00	\$265.00	\$125.00	\$175.00
7	101-300	Tons		\$150.00	\$167.00	\$115.00	\$150.00
8	300 +	Tons		\$125.00	\$159.00	\$110.00	\$135.00
Resurface Existing Streets – Type S III Asphalt							
9	1 - 50	Tons		\$200.00	\$608.00	\$160.00	\$500.00
10	51-100	Tons		\$160.00	\$267.00	\$125.00	\$175.00
11	101-300	Tons		\$150.00	\$167.00	\$115.00	\$150.00
12	300 +	Tons		\$125.00	\$159.00	\$110.00	\$135.00
Adjust Existing Manholes							
13	1	EA	Provide and Install Adjustable Extension Rings	\$1,100.00	\$286.00	\$275.00	\$875.00
14	1	EA	Replace Worn Manhole Rings and Covers (City to provide)	\$900.00	\$2,440.00	\$875.00	\$1,250.00
15	1	EA	Raise Surface Inlet Grate and Frame	\$3,000.00	\$3,447.00	\$875.00	\$2,500.00
16	1	EA	Raise Water Valve Boxes	\$500.00	\$275.00	\$500.00	\$450.00
Mill Streets							
17	≤ 1,000	SY	Average depth 1”	\$9.00	\$20.00	\$6.50	\$10.50
18	> 1,001	SY	Average depth 1”	\$5.00	\$7.00	\$4.25	\$4.90
19	≤ 1,000	SY	Average depth 1 ½”	\$10.00	\$28.00	\$6.50	\$12.50
20	> 1,001	SY	Average depth 1 ½”	\$5.00	\$9.00	\$4.25	\$4.90
21	≤ 1,000	SY	Average depth 2”	\$10.00	\$29.00	\$6.50	\$13.00
22	> 1,001	SY	Average depth 2”	\$6.00	\$9.00	\$4.25	\$4.90
23	Est	Gallon	Tack	\$6.00	\$12.00	\$8.50	\$6.00
Testing of Materials							
24	1	EA	Compaction Test of Base Material per 500 SY	\$200.00	\$325.00	\$125.00	\$150.00
25	1	SET	Asphalt Testing per 200 tons or per day	\$500.00	\$650.00	\$350.00	\$750.00
POINT OF CONTACT:				Chris Riley 850-835-3500	Perry Bell 850-892-0291	James Landreth 850-259-7901	Josh Haggard 850-968-0991
Terms of Payment				Net 30	Net 30	Net 45	Net 30
Time of Completion from PO				30 days	60 days	45 days	90 days
Cover Page				YES	YES	YES	YES
Piggyback Clause				YES	YES	YES	YES
Price Sheet				YES	YES	YES	YES
Bidder's Certification				YES	YES	YES	YES
Addendum Page				YES	YES	YES	YES
References				YES	YES	YES	YES
Drug Free Workplace				YES	YES	YES	YES
Public Entity Crime Form				YES	YES	YES	YES
Lobbying				YES	YES	YES	YES
Anti-Collusion Statement				YES	YES	YES	YES
Federal E-Verify				YES	YES	YES	YES
Notes; Clarifications; Exceptions				None	Clarification noted Lines 1 - 4	None	Qualification noted; FDOT regs
Additional Info (Insurance COI)					Ins certs	On file	Ins certs; licenses, FDOT qual
Low Bid - as specified							
Prepared By Giuliana Scott, Purchasing Manager - 08-23-2021							

1.7.1

COVER SHEET

ITB TITLE: ASPHALT PAVING ANNUAL BID.

ISSUE DATE: July 22, 2021

BID NO: ITB 21-018

This completed form must appear as the top sheet for all bids submitted.

NO BID BOND REQUIRED FOR THIS BID.

Total Amount of Base bid \$ _____

INDICATE METHOD OF BID BOND FURNISHED BELOW

Amount of bid Bond	(5% of base bid)	\$ <u>N/A</u>
Amount of Cashier's Check	(5% of base bid)	\$ <u>N/A</u>
Amount of Certified Check	(5% of base bid)	\$ <u>N/A</u>

All Items bid? Yes ☒ No ☐

Exceptions included on Company letterhead with technical literature? Yes ☐ No ☒

Submitted by:

JAMES DAVID SITE PREP & UNDERGROUND LLC

NAME OF BUSINESS

8435 HWY 189 N

MAILING ADDRESS

BAKER, FL 32531

CITY, STATE, ZIP CODE

(850) 259-7910

TELEPHONE NUMBER

BY: 

SIGNATURE

JAMES LANDRETH, MGRM

NAME & TITLE (type or print)

JAMES.DAVID.SITEPREP@GMAIL.COM

EMAIL ADDRESS

()

FAX NUMBER

SECTION 6 - PRICING SHEETS – INCLUDE THIS PAGE WITH YOUR BID PACKAGE:

Page 1 of 2

INVITATION TO BID					
You are invited to bid on the following:			ITB 21-018 - Asphalt Paving for the City of Fort Walton Beach		
Item No.	Qty	Unit	Description	Unit Price	Total Price
Prepare Clay, Limerock, or Graded Aggregate Base and add new Pavement – Type S III Asphalt					
1	1-50	Tons		\$ 200-	\$
2	51-100	Tons		\$ 130-	\$
3	101-300	Tons		\$ 115-	\$
4	300 +	Tons		\$ 110-	\$
New Pavement (Base finished by City) – Type S III Asphalt					
5	1-50	Tons		\$ 160-	\$
6	51-100	Tons		\$ 125-	\$
7	101-300	Tons		\$ 115-	\$
8	300 +	Tons		\$ 110-	\$
Resurface Existing Streets – Type S III Asphalt					
9	1-50	Tons		\$ 160-	\$
10	51-100	Tons		\$ 125-	\$
11	101-300	Tons		\$ 115-	\$
12	300 +	Tons		\$ 110-	\$
Adjust Existing Manholes					
13	1	EA	Provide and Install Adjustable Extension Rings	\$ 275-	\$
14	1	EA	Replace Worn Manhole Rings and Covers (City to provide)	\$ 875-	\$
15	1	EA	Raise Surface Inlet Grate and Frame	\$ 875-	\$
16	1	EA	Raise Water Valve Boxes	\$ 500-	\$
Mill Streets					
17	≤ 1,000	SY	Average depth 1"	\$ 6.50	\$
18	> 1,001	SY	Average depth 1"	4.25	
19	≤ 1,000	SY	Average depth 1 ½"	\$ 6.50	\$
20	> 1,001	SY	Average depth 1 ½"	4.25	
21	≤ 1,000	SY	Average depth 2"	\$ 6.50	\$
22	> 1,001	SY	Average depth 2"	4.25	
23	Est	Gallon	Tack	\$ 8.50	\$
Testing of Materials					
24	1	EA	Compaction Test of Base Material per 500 SY	\$ 125-	\$
25	1	SET	Asphalt Testing per 200 tons or per day	\$ 350-	\$

ITB 21-018 PRICING SHEET

Page 2 of 2

NOTE 1:

This bid is to secure a source to provide services and materials for Asphalt Paving to meet the needs of the City for a period of one (1) year after the award of the bid, with four (4) additional one (1) year options. The prices shall be as bid to the City of Fort Walton Beach during the bid period unless the successful bidder advises the City at least thirty (30) days prior to the effective date of such changes and submits detailed justification and rationale to support such changes.

The City reserves the right to:

1. Cancel and contract or agreement entered into under the provisions of this bid and re-bid these items during the bid period, if it is deemed to be in the best interest of the City, e.g. due to bidder performance or price changes that are not acceptable.
2. Extend the bid period by mutual agreement between the successful bidder and the City, if in its best judgment, the extension would be in the best interest of the City.

NOTE 2:

Estimated quantities are listed and serve as approximate quantities to allow for equitable evaluation of bids for this Contract. The quantities are subject to change each year depending on the conditions of the proposed pipe sections to be treated and fiscal budget.

NOTE 3: Minimum Specifications (See Specifications on Pages 22-26)

NOTE 4:

ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID

1. FOB Point: Jobsite (Delivered Only)
2. Terms of Payment: (e.g. Net 45) NET 45
3. The City shall receive project completion notice within _____ days from the date Vendor receives Purchase Order or Notice to Proceed.
4. Vendor agrees to "Piggyback Clause": YES ☒ NO ☐

***Provide any exceptions taken to the specifications in a letter format on company letterhead.**

Re-check your quotations prior to submission.

Bids may not be changed after being opened.

BIDDER'S CERTIFICATION – ITB 21-018

I have carefully examined the Invitation to Bid, Instructions to bidders, General and Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other bidder interested in said bid; and that the undersigned executed this bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

JAMES DAVID SITE PREP & UNDERGROUND, LLC
NAME OF BUSINESS

BY: _____

Signature

JAMES LANDRETH, MGR
NAME & TITLE (type or print)

8435 HWY 189 N
MAILING ADDRESS

BAKER, FL 32531
CITY, STATE, ZIP CODE

(850) 259-7901
TELEPHONE NUMBER

()
FAX NUMBER

JAMES.DAVID.SITEPREP@GMAIL.COM
EMAIL ADDRESS

8-17-2021
DATE

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

James David Site prep & Underground LLC
NAME OF BUSINESS

BY: [Signature]
Signature

JAMES LANDRETH, MGMR
NAME & TITLE (type or print)

8435 HWY 189
MAILING ADDRESS

FAIRER, FL 32531
CITY, STATE, ZIP CODE

(850) 259-7901
TELEPHONE NUMBER

()
FAX NUMBER

8-17-2021
DATE

NOTE: Bidder shall submit as a part of the bid package, four references, with the name of the business, address, contact person, and telephone number. All references shall be for similar work that has been performed in Florida within the last four (4) years.

REGARDING BIDDER / BIDDER: JAMES DAVID SITE PREP & UNDERGROUND, LLC

Name: CONSTRUCTION SERVICE CO OFFI, INC	Name: DAHER CONTRACTING, INC
Contact: PAUL SIMS	Contact: STEVE DAHER
Address: 16044 HWY 20	Address: 105 BEACH DR. SUITE B2
NICEVILLE, FL 32578	FT. WALTON BCH. FL 32547
Telephone: 850-357-4510	Telephone: 850-393-3993
Email address: PAUL@CSCF.GCCOXMAIL.COM	Email Address: SDAHER@DAHERCONTRACTING.COM
Name: FLEISHMAN'S INC.	Name: THREE TRADES CONSULTANTS
Contact: MIKE FLEISHMAN	Contact: BRAD RHODES
Address: 1519 PONDEROSA RD E	Address: 5690 JEFF ATES ROAD
FT. WALTON BCH. FL 32547	MILTON FL 32583
Telephone: 850-582-5496	Telephone: 850-626-9972
Email Address: MFLASH@COX.NET	Email Address: BRODUEY.THREETRADE@GMAIL.COM

1.7.5

DRUG-FREE WORKPLACE FORM

The undersigned vendor, on August 17th, 2021, in accordance with Section 287.087, Florida Statutes, certifies that [business] JAMES DAVID SITE PREP & UNDERGROUND LLC does:

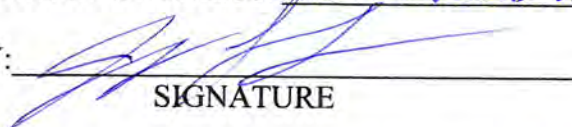
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

☐ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: JAMES DAVID SITE PREP & UNDERGROUND, LLC

BY: 

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: JAMES LANDRETH, MGR

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.

This sworn statement is submitted with Proposal, Proposal or Contract # 21-018

This sworn statement is submitted by JAMES DAVID SITE PREP & UNDERGROUND, LLC whose business address is 8435 HWY 189 N BAKER FL 32531 and (if applicable) Federal Employer Identification Number (FEIN) is 46-2757144 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is JAMES LANDRETH and my relationship to the entity named above is MGMR.

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 proposal 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.

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.

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

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

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.

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)

☐ 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]
(Signature)

8-17-2021
(Date)

STATE OF: Florida COUNTY OF: Okaloosa

The foregoing instrument was acknowledged before me on the 17 day of

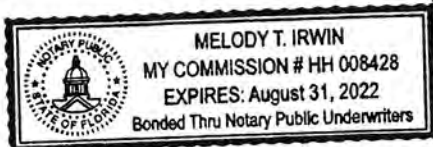
August, 2021 by means of ☒ physical presence or ☐ online notarization

by James Landreth and _____ in their representative
(Name of Person Acknowledging) (Name of Person Acknowledging)

capacity as _____ and _____ of the Operator, who
(TITLE) (TITLE)

☒ is personally known to me, or _____ has produced _____ as ID.
(TYPE OF IDENTIFICATION)

My Commission expires



Melody T. Irwin
Public Notary

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal 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 an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder, JAMES DAVID SITE PREP
& UNDERGROUND, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Bidder's Authorized Official

JAMES LANDRETH, MGMR Name and Title of Bidder's Authorized Official

8-17-2021 Date

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

JAMES DAVID SITE PREP
& UNDERGROUND, LLC

Bidder's Company Name

8435 HWY 189 N

BAKER, RI 02831

Address

850-259-7901

Phone #

46-2757144

Federal ID # or SS #



Authorized Signature – Manual

JAMES LANDRETH

Authorized Signature – Typed

MGRM

Title

Fax #

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 8-17-2021

SIGNATURE: _____

COMPANY: JAMES DAVID SITE PREP & UNDERGROUND, LLC

NAME: JAMES LANDRETH

ADDRESS: 8435 HWY 189 N
BAKER, FL 32531

TITLE: MGRM

E-MAIL: JAMESDAVIDSITEPREP@GMAIL.COM

PHONE NO.: 850-259-7910

FAX NO.: _____



JAMEDAV-01

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2021

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 Barbee Jackson Insurance 2213 S Ferdon Blvd Crestview, FL 32536	CONTACT NAME:	
	PHONE (A/C, No, Ext): (850) 389-2001 FAX (A/C, No): (888) 689-2074	
	E-MAIL ADDRESS: services@barbeejackson.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Security National Insurance Company	
	INSURER B: Auto Owners Insurance	18988
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
James David Site Prep and
Underground LLC
8435 N Hwy 189
Baker, FL 32531

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	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:	X		SES179958600	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded 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 ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		5055431200	11/22/2020	11/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
B	Comp/Coll			5055431200	11/22/2020	11/22/2021	1000 Ded Stated Amt

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

2014 Ford F250 Super Duty VIN: 1FT7W2BT9EEA46954 Stated Amount: ACV
2013 Mack VIN: AL18AN00X01104709 Stated Amount: ACV
2015 Chev Silverado VIN: 1GC1KWE8XFF561358 Stated Amount: ACV
2015 Mack Dump VIN: 1M2AX09C3FM025288 Stated Amount: ACV
2016 Ford F450 VIN: 1FD0W4HT1GEC45564 Stated Amount: ACV
1988 Intl F9370 VIN: 2HSFBGUR1JC013038 Stated Amount: No Physical Damage Cov
1988 Trail King VIN: 1TKA04622M054103 Stated Amount: No Physical Damage Cov
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Fort Walton Beach
107 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548

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

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Barbee Jackson Insurance		NAMED INSURED James David Site Prep and Underground LLC 8435 N Hwy 189 Baker, FL 32531	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**Description of Operations/Locations/Vehicles:**

2006 Peterbilt 378 VIN: 1XPFD09X76N882650 Stated Amount: No Physical Damage Cov

2016 Western Star Dump VIN: 5KKMAVDV2GPHM5451 Stated Amount: ACV

2018 Ford F550 VIN: 1FD0W5HT9JEB85370 Stated Amount: ACV

2017 Ford F250 VIN: 1FT7W2B64HEF18623 Stated Amount: ACV

The certificate holder is listed as additional insured on the general liability and automobile liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/16/2021

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	CONTACT NAME:
FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	PHONE (A/C, No, Ext): (800) 277-1620 X 4800 FAX (A/C, No): (727) 797-0704
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Frank Winston Crum Insurance Company NAIC# 11600
INSURED	INSURER B:
FrankCrum L/C/F James David Site Prep. and Underground, LLC 100 South Missouri Avenue Clearwater, FL 33756	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

780020

REVISION NUMBER:

1

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 INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS-COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC202100000	01/01/2021	01/01/2022	X 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)

Effective 02/01/2021, coverage is for 100% of the employees of FrankCrum leased to James David Site Prep. and Underground, LLC dba West Florida Asphalt (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

Re: Asphalt Paving Annual Bid ITB #21-018

CERTIFICATE HOLDER

CANCELLATION

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

City of Fort Walton Beach, Florida
Purchasing Division
105 Miracle Strip Pkwy. SW
Fort Walton Beach, FL 32548

SECTION 2 - GENERAL CONDITIONS

2.1 EXECUTION OF BID: Bid must contain a manual signature of an authorized representative in the space provided. Florida law requires that when a municipality enters into a contractual agreement with a corporation licensed to do business in the State of Florida, such agreement shall be signed by two (2) Corporate Officials (i.e., President, Vice President, Secretary, Treasurer) with the corporate seal affixed. It also requires that such execution be acknowledged before a Notary Public with Notary Seal affixed. If neither the aforementioned corporate officers nor the corporate seal are readily available, a letter of authorization can be submitted in lieu of these requirements. Such letter of authorization must be on the corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such agreement on behalf of the corporation and must be signed by the corporate officials designated above. Failure to submit letter of authorization within two (2) weeks after notification of award may result in award to the next apparent low bidder.

2.1.1 In the case of a partnership, the agreement must be signed by a general or managing partner and notarized as outlined above.

2.1.2 In the case of a sole proprietorship, the owner must sign the agreement and have such execution notarized.

2.1.3 If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing Division at (850) 833-9523 for further clarification.

2.2 SUBMITTAL OF BIDS: Bids shall be submitted utilizing the bid form(s) provided by the City. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount named by a bidder for any item are not in agreement the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected.

2.3 AMENDMENT OF THE INVITATION TO BID: It is the bidder's responsibility to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid (or complete and sign addenda acknowledgement form.) The failure of a bidder to submit acknowledgment of any addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the bid.

2.4 BIDDER'S CERTIFICATION FORM: Each bidder shall complete the "bidder's certification" form included with this invitation to bid, and submit the form with the bid. The failure of a bidder to submit this document will be cause for rejection of the bid.

2.5 DRUG FREE WORKPLACE PREFERENCE: Pursuant to § 287.087, Fla. Stat., the City must give preference to businesses that have implemented a drug-free workplace programs whenever two or more bids, proposals, or replies are equal in price, quality, and service. If your business has implemented a drug free workplace program, you must provide a copy of all documents, rules, policies and procedures adopted by your business that satisfy the requirements of § 287.087.

2.6 **PUBLIC ENTITY CRIMES FORM:** A person or affiliate, as defined in § 287.133, Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.01, Fla. Stat., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a bid, you are certifying your company is in compliance with § 287.133, Fla. Stat.

2.7 **SPECIFICATIONS REQUIRED:** All items quoted must be in compliance with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach to this Invitation to Bid.

2.8 **ALTERNATIVES/SUBSTITUTIONS TO SPECIFICATIONS:** Any alternatives or substitutions to the attached specifications must be clearly delineated, set out and submitted with the bid (use separate sheets of paper and make them part of the bid).

2.9 **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted in the specifications. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Fort Walton Beach Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Fort Walton Beach to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.

2.10 **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

2.11 **EFFECTIVE PERIOD:** Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

2.12 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

- 2.12.1 To ensure fair consideration for all bidders, the City prohibits communication to, or with any department, division or employee during the submission process, except as indicated in 2.12.4. Additionally, the City prohibits communication initiated by a bidder to City officials or employees evaluating or considering the bids prior to the time a bid decision has been made.

Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid. **All communications are to be directed to the Purchasing Representative and sole contact listed below in Section 2.12.4.**

2.12.2 Any questions related to interpretation of specifications or the bid process shall be addressed to the Purchasing Manager, in writing, in ample time before the period set for the receipt and opening of bids. No inquiries, if received within ten (10) days of the date set for the receipt of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.

2.12.3 It will be the responsibility of the bidder to contact the Purchasing Division or go to either _____ or _____ prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.

2.12.4 Direct all inquiries to:

**Giuliana Scott, Purchasing Manager
Purchasing Division, City of Fort Walton Beach
105 Miracle Parkway SW
Fort Walton Beach, Florida 32548**

**Telephone: (850) 833-9523 Fax: (850) 833-9643
Email: gscott@FWB.org Website:**

2.13 **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified and on any attached sheets, specifications, special conditions or vendor notes.

2.14 **RECEIPT OF BIDS, DUE DATE –**

2.14.1 **Sealed bids shall be submitted to the Purchasing Division Office no later than 2:30PM (CST), on Aug 19, 2021.** Bids shall not be accepted after this time and date. Each bid shall be submitted in a sealed envelope marked with the bid number, title of the bid, and bid opening date.

2.14.2 Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid, where requested.

2.14.3 Sealed bids are to be addressed as follows for either mail or hand delivery. Bids submitted by mail must be received by the Purchasing Manager before the bid opening time.

2.14.4 Sealed bids are to be addressed as follows for either mail or hand delivery. Bids submitted by mail must be received by the Purchasing Division no later than the bid opening time.

- 2.14.5 **Cut out & use the label printed here, and affix to your OUTER sealed bid envelope to identify it as a "Sealed Bid".**



**Deliver to: Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548**

SEALED BID DO NOT OPEN

SEALED ITB#: 21-018

ITB TITLE: Asphalt Paving Annual Bid

DUE DATE/TIME: 08/19/2021 2:30 PM – Central Time

2.15 **WITHDRAWAL OF BIDS:** Bidders may withdraw a bid after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the bids.

2.16 **BID OPENING:** The Bid Opening shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be returned but will be retained in the "BID FILE" unopened. Offers by telephone or email for a sealed bid cannot be accepted.

2.17 **AWARD OR REJECTION OF BIDS:** The contract will be awarded to the lowest responsive and responsible bidder(s) complying with all the provisions of the Invitation to Bid, provided the bid price is reasonable and it is in the interest of the City to accept it.

2.17.1 The City of Fort Walton Beach reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The City of Fort Walton Beach also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete, on time, contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

2.17.2 Award will be made in approximately ninety (90) days. It is incumbent on bidders to contact the Purchasing Division at (850) 833-9523 to determine the successful bidder(s). Bidders or respondents who do not agree with the City Council's award are afforded the opportunity to protest the recommendation by submitting a written vendor protest to the Purchasing Division within three (3) business days after City Council has awarded the purchase. Failure to file a written vendor protest within three (3) business days shall constitute a waiver of protest under this policy.

2.17.3 In the best interest of the City, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any and all bids, or to waive any informality or technicality in bids received.

2.18 **SELECTION / REJECTION OF OPTIONS/ALTERNATIVES:** If an Invitation to Bid permits options or alternatives, the City reserves the right to select or reject any or all options or alternatives that are bid and as deemed to be in the best interests of the City.

2.19 **BID TABULATION & EVALUATION:** Bidders may request copies of the bid tabulation documents via email, in person or by sending a stamped, self-addressed envelope with the bid. Bid Tabulations will not be provided by telephone.

2.20 **TAX EXEMPT:** The City does not pay federal excise and state sales taxes. Our tax exemption number is 85-8012740106C-0 and is on all purchase orders.

2.21 **POLITICAL SUBDIVISIONS CONTRACTS:** Under Florida Law, prices contained in State Contracts shall be available to the City of Fort Walton Beach, who might wish to purchase under a State Purchase Contract. The City reserves the right to purchase from a State Purchase Contract if in the best interest of the City.

2.22 **PIGGYBACK PROVISIONS:** Under the Florida Inter-local Cooperation Act of 1969, public agencies may engage in cooperative purchasing agreements and intergovernmental agreements and contracts. Winning Bidder agrees to provide same terms and conditions to other qualified government agencies within the State of Florida.

2.22.1 The submission of any bid in response to this Invitation to Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposing bidder on the bid sheet.

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

2.23 **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

2.24 **CONDITION and PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new and the current production model at the time of this bid, unless otherwise specified. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

2.25 **SAFETY STANDARDS:** Unless otherwise specified in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements and standards of the Occupational Safety and Health Act.

2.26 **MARKING:** Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Fort Walton Beach Purchase Order Number.

2.27 **INVOICING and PAYMENT:** The supplier shall be paid upon submission of invoices to: Accounts Payable, City of Fort Walton Beach, 107 Miracle Strip Pkwy SW, Fort Walton Beach, Florida 32548. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Fort Walton Beach Purchase Order Number.

2.28 **CONFLICT OF INTEREST:** Any award of contract for this Invitation to Bid is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Fort Walton Beach. Further, all bidders must disclose the name of any City of Fort Walton Beach officer, director, or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidder's firm or any of its branches or who has any contractual relationship or agreement of any kind with the bidder. The bidder warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

2.29 **INSPECTION, ACCEPTANCE, and TITLE:** Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Fort Walton Beach, unless loss of damage results from negligence by the City of Fort Walton Beach or its Departments.

2.30 **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City of Fort Walton Beach City Manager shall be final and binding on both parties.

2.31 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered in the specifications of this Invitation to Bid shall apply. Lack of knowledge by the bidder will in no way be cause for relief from such responsibility.

2.32 **INDEPENDENT CONTRACTOR STATUS; INDEMNITY:** At all times the contractor will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the Bidder, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Status 768.28 as amended from time to time.

2.33 **TIME IS OF THE ESSENCE:** A condition that time is of the essence for the proper provision of services of the Contract and that the successful Bidder will conduct all required work diligently and as specified by the City.

2.34 **ASSIGNMENT:** The successful Bidder may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

2.35 **TERMINATION FOR CONVENIENCE:** The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Bidder for (1) those goods and/or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by the Bidder for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.

2.36 **TERMINATION FOR DEFAULT:** The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Bidder, if the Bidder: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

2.37 **LIABILITY:** The vendor shall hold and save the City of Fort Walton Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of any purchase order which may result from this bid.

2.38 **LOCAL VENDER PREFERENCE:** The City may give preference to a local vendor whenever two or more bids, proposals, or replies are equal in price, quality and service. In the event of a tie by local vendors, the award may be split when it is in the best interests of the City.

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SECTION 3 - SPECIAL CONDITIONS

If marked, the following Special Conditions apply to this Invitation to Bid:

 3.1 PRE-BID CONFERENCE: N/A

XX 3.2 PERFORMANCE TIME: **See Section 5.2 FOR DETAILS**

XX 3.3 FAMILIARITY WITH SITE CONDITIONS: The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgement by the bidder that he is familiar with all such conditions. The failure or neglect of a bidder to familiarize himself with the site of the proposed work shall in no way relieve him from any obligations with respect to his bid.

XX 3.4 RIGHT TO AUDIT RECORDS: The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

XX 3.5 VALUE ENGINEERING: It is the intent of the City to award a contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. In the event the lowest responsible bid exceeds the City's established fixed construction cost, the City shall have the right to engage the lowest responsible bidder in value engineering in order to comply with the fixed construction cost. In no instance shall such value engineering exceed ten percent of the base bid or reduce the base bid to an amount less than the fixed construction cost in place at the time of bidding.

XX 3.6 BIDDER QUALIFICATION: Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service, Monday through Friday, except for City holidays. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

XX 3.7 INSPECTION: The City reserves the right to conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

XX 3.8 FISCAL YEAR FUNDING APPROPRIATION: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of adequate funds by City Council.

XX 3.9 CANCELLATION DUE TO UNAVAILABILITY OF FUNDS: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

XX 3.10 EXECUTION OF CONTRACT: The successful bidder shall, within fifteen (15) calendar days after Notice to Proceed is issued by the Purchasing Manager, enter into a contract with the City for the performance of work awarded and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

XX 3.11 FAILURE TO EXECUTE CONTRACT: Failure of the successful bidder to enter into a contract in the proscribed time may be cause for cancellation of the award to that bidder. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, or the City may reject all of the bids. Contractors who default are subject to suspension and/or removal from the Bidder's List.

XX 3.12 FLORIDA PROMPT PAYMENT ACT: For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

- 3.12.1 A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- 3.12.2 The amount due, applicable discount(s), and the terms thereof;
- 3.12.3 The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- 3.12.4 The Purchase Order or Contract number as supplied by the City; and
- 3.12.5 Identification by office or department where and to whom the goods were delivered or services provided.
- 3.12.6 All invoices shall be delivered to the Accounts Payable Dept., City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.
- 3.12.7 The invoice must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City; the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements are in compliance with those requirements.

XX 3.13 DISPUTE RESOLUTION: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City department or office which has the dispute along with a representative of the City's Purchasing Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than 45 days and be resolved not later than 60 days after the date on which the proper invoice was received by the City. If the issue cannot be resolved, then it will be submitted to the City Manager. Any decision by the City Manager shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.

N/A 3.14 LIQUIDATED DAMAGES: Work shall begin within fourteen (14) calendar days after Purchase Order or Notice to Proceed has been issued and all work shall be completed within the job order's designated performance time, but in no case, later than 90 calendar days.

3.14.1 It is hereby understood and agreed by the bidder that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the bid document.

3.14.2 In the event these specified supplies, services, materials, or equipment are not delivered by the date specified, there will be deducted from the total contract price, not as a penalty but as liquidated damages, the sum of \$500 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the City, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or its supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or its supplier(s), a reasonable extension of time as the City deems appropriate may be granted.

3.14.3 Upon receipt of a written request and justification for an extension from the contractor, the Purchasing Office may extend the time for performance of the contract or delivery of goods herein specified at the Purchasing Office's sole discretion for good cause shown.

N/A 3.15 BOND REQUIREMENTS

_____ 3.15.1 Performance Bond equal to one hundred percent (100%) of the Contract price will be required.

_____ 3.15.2 Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required.

_____ 3.15.3 Performance and Labor & Materials Payment Bonds shall accompany the contract, be signed, sealed and dated no earlier than the contract effective date and specifically refer to the contract, by date.

3.15.4 Surety companies providing any bond must be listed in the latest Federal Register of the U.S. Department of Treasury, Circular 570 entitled "Surety Companies Acceptable on Federal Bonds" or otherwise acceptable to the City.

XX 3.16 INSURANCE: Bidders must be eligible for and provide evidence of insurance coverage showing Bidder as Named Insured, with coverages that equal or exceed the City's minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Certificate of Insurance showing the City as a Certificate holder must accompany signed contract.

XX 1. Commercial General Liability

- Each occurrence for Bodily Injury/Property Damage \$1,000,000
- Products/Completed Operations \$1,000,000
- Annual Aggregate for Bodily Injury/Property Damage \$2,000,000
- Products Liability/Completed Operations \$1,000,000
- Fire Legal Liability Coverage \$ 100,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured.
- The policy shall not be cancelled unless the City is given at least 30 days notice.
- Contractual Liability
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

XX 2. Commercial Automobile Liability

Combined single limit for bodily injury and/or property damage \$1,000,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured
- The policy shall not be cancelled unless the City is given at least 30 days notice.
- Contractual Liability
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated
- Symbol "2" (Any Auto) or equivalent, shall be used to designate insured vehicles.

XX 3. Workers Compensation – to include coverage for any applicable Federal Acts including but not limited to Jones Act and/or United States Longshoreman & Harbor Workers Compensation Act.

- Coverage A In conformity with Florida Statutes
- Coverage B \$500,000/\$500,000/\$500,000

XX 3.17 SUBCONTRACTOR(S): Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

XX 3.18 CONSTRUCTION OF SPECIAL CONDITIONS: If any specification or general condition of this Invitation to Bid conflicts with any special condition, the special condition shall have precedence over the general condition.

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4.0 CONTRACT TERMS AND CONDITIONS:

4.1 FIRM PRICE FOR TERM - Costs specified in the proposal shall remain firm for the term of the Contract.

4.2 ADDITIONAL CONTRACT TERMS:

4.2.1 Notice to Proceed: The City shall issue a signed Purchase order for the services referenced in this ITB and resulting contract. The Purchase Order shall be sent via facsimile or email. Under no circumstances shall the City be liable for any services rendered unless the signed Purchase Order has been sent and received by the Contractor(s).

4.2.2 Changes in Scope of Work:

4.2.2.1 "Additional work" shall be defined as work that results from a change or alteration in plans concerning the scope of work of the task order, or added work necessary to meet the performance goals of the scope of work.

4.2.2.2 "Extra work" shall be defined as work not required under the scope of work of the task order, is something done or furnished beyond the requirements of the task order, and is entirely outside and independent of the scope of work and not contemplated by it.

4.2.2.3 "Change Order" shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the task order price, and the adjustment, if any, to the task order completion time.

4.2.2.4 No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.

4.2.2.5 The City Manager may request and approve change orders to the task order consisting of additions, deletions, extra work, or other revisions so long as each change order does not exceed \$20,000 and all change orders, in the aggregate, do not exceed ten percent (10%) of the total Purchase Order price.

4.2.2.6 The City Council must approve any single change order that exceeds \$20,000 or if the aggregate amount of change orders will exceed ten percent (10%) of the total Purchase Order price.

4.2.2.7 All change orders shall be considered a written addendum to the Contract.

4.2.2.8 Winning Bidder is not authorized to approve any additional or extra work, grant authority for any work, issue a notice to proceed, recommend progress payments, or otherwise act as an agent of the City unless specifically authorized in writing by the appropriate City officials.

4.2.3 Time of Completion: The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

4.3 FEMA GENERAL GRANT FUNDING CONDITIONS

PLEASE NOTE THAT THIS SOLICITATION MAY BE PARTIALLY OR FULLY FEDERAL GRANT-FUNDED DUE TO NATURAL DISASTERS. BIDDERS AGREE TO COMPLY FULLY WITH THE CLAUSES AS ENUMERATED BELOW, AND SHALL CONTINUE TO COMPLY WITH ANY REGULATORY OR LEGISLATIVE CHANGES, UPDATES OR MODIFICATIONS THAT OCCUR IN THE FUTURE RELATING TO THESE CLAUSES.

4.3.1 **Drug Free Workplace Requirements**: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

4.3.2 **Contractor Compliance**: The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

4.3.3 **Conflict of Interest**: The contractor must disclose in writing any potential conflict of interest to the City of Fort Walton Beach or pass-through entity in accordance with applicable Federal policy.

4.3.4 **Mandatory Disclosures**: The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

4.3.5 **Utilization of Minority, Women's / Labor Surplus Firms Participation**: The City of Fort Walton Beach, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned businesses and labor surplus area firms as a part of any subsequent agreement whenever possible. The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, using the steps (1) through (5) here:

- (1) Placing qualified small & minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small & minority businesses, and women's business enterprises are solicited whenever they are potential sources;

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- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as:
 - Small Business Administration
 - Minority Development Agency of the US Dept. of Commerce
 - Florida Department of Management Services (Office of Supplier Diversity)
 - Florida Department of Transportation
 - Minority Business Development Center in most large cities and
 - Local Government M/DBE programs in many large counties and cities

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal.

4.3.6 Equal Employment Opportunity:

- 4.3.6.1 As per Executive Order 11246, the contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
- 4.3.6.2 During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

- 4.3.7 **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City of Fort Walton Beach will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
- 4.3.8 **Copeland Anti-Kick Back Act:** Contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. 874 as supplemented by Department of Labor Regulations (29 CFR Part 3) which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
- 4.3.9 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 4.3.10 **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 4.3.11 **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible

under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance.

4.3.11.1 Any resulting contract of this ITB will be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Bidder is required to verify that none of the Bidder(s), its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

4.3.11.2 The Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

4.3.11.3 This certification is a material representation of fact relied upon by the City of Fort Walton Beach. If it is later determined that the Bidder did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Fort Walton Beach, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4.3.11.4 The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.3.12 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

4.3.13 **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

4.3.14 **Procurement of Recovered Materials**: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items

designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 4.3.15 **Access to Records and Reports:** Contractor will make available to the City of Fort Walton Beach's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, the City of Fort Walton Beach, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the City of Fort Walton Beach's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
- 4.3.16 **Record Retention:** Contractor will retain all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.334.
- 4.3.17 **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
- 4.3.18 **Termination for Default (Breach or Cause):** Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Fort Walton Beach may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- 4.3.19 **Safeguarding Personal Identifiable Information:** Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
- 4.3.20 **Prohibition on utilization of Cost Plus a Percentage of Cost Contracts:** The City of Fort Walton Beach will not award contracts containing Federal funding on a cost plus percentage of cost basis.

- 4.3.21 **Prohibition on utilization of Time and Material type contracts:** The City of Fort Walton Beach will not award contracts based on a time and material basis if the contract contains Federal funding.
- 4.3.22 **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the City of Fort Walton Beach. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County, Florida.
- 4.3.23 **Attorney Fees and Costs:** In any action, except mediation, brought regarding this agreement, the prevailing party, shall be awarded its reasonable attorneys' fees and costs, including any applicable fees and costs on appeal.

SECTION 5 – SCOPE OF WORK / SPECIFICATIONS

5.0 INTENT

It is the intent of this solicitation to secure a source for Asphalt Paving for the City of Fort Walton Beach, Florida for a period of one (1) year with up to four (4) possible one (1) year options to pave various areas within the City limits of Fort Walton Beach, Florida. All materials and workmanship shall meet Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, unless otherwise discussed herein.

5.1 SCOPE OF WORK

5.1.1 Paving Options - A total of three (3) different paving options shall be used:

5.1.1.1 Prepare Clay, Limerock, or Graded Aggregate Base and Add New Pavement:

- 5.1.1.1.1 Prepare and finish road base in accordance with Sections 200, 210, 230, 204 and all sections referenced therein of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. Excess material becomes property of contractor.
- 5.1.1.1.2 Pave with **Type S III Asphalt** in accordance with Sections 300, 320, 330, **331** and 916 and all sections referenced therein of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- 5.1.1.1.3 Match existing curb line with cross slope of 1/4 inch per foot to center line, or as directed by the City.
- 5.1.1.1.4 Hand work may be required in certain areas such as driveways, intersections, storm drains, manholes, etc., to

prevent "bird baths" in excess of 1/4 inch in depth. Payment for this work is incidental to and will be included in the bid price for materials.

- 5.1.1.1.5 Payment will be on a per-ton basis for asphalt, to include all work specified.

5.2 PERFORMANCE SCHEDULE:

- 5.2.1 **The Bidder shall commence performance within fourteen (14) days of receipt of Notice to Proceed.**
- 5.2.2 **Work assigned are time sensitive project, and by responding to this bid, the Bidder understands that all work performed shall be completed no more than sixty (60) calendar days after the Purchase Order is issued.**

5.3 **GENERAL REQUIREMENTS** - All work shall be completed by the successful bidder and include all necessary labor and equipment needed to complete the work. The selected contractor shall complete all the work in conformance with City, County, State and Federal regulations.

5.4 **PERSONNEL:** Bidder's Personnel / Staff / subcontractors must be clearly identified, either with uniform or ID badge while working within the City limits.

5.5 COORDINATION & PROGRESS MEETINGS

- 5.5.1 During the course of work under this contract, the Bidder shall be responsible for keeping the City informed of the proposed work schedule.
- 5.5.2 The Contractor shall not put workers on the job or perform any work without prior knowledge of the City that such work is to be done, the place of work, and the scheduled starting time. A minimum 48-hour notification is required. The City reserves the right to deny the request without penalty.

5.6 DEFECTIVE WORK

- 5.6.1 All work completed by the Contractor at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.
- 5.6.2 The Contractor shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Contractor fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Contractor for cost thereof.

5.7 FINAL INSPECTION

- 5.7.1 Upon notice from the Contractor that work is completed in accordance with the Specifications, the City shall make a final inspection of the work.
- 5.7.2 The Contractor will be notified of all instances where work fails to comply with the Scope of Work. The Contractor shall immediately make those alterations which will make the work fully comply with the Scope of Work.

5.8 OTHER CONSIDERATIONS FOR SCOPE OF WORK:

- 5.8.1 The Bidder shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Bidder's personnel and equipment shall be responsibility of the Bidder. Additionally, the Bidder shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.
- 5.8.2 Protection of Resident Workers - The City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.
 - 5.8.2.1 Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.
 - 5.8.2.2 The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The Bidder shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
 - 5.8.2.3 The City reserves the right to request documentation showing compliance with this requirement.
- 5.8.3 OSHA – Precautions shall be exercised at all times for the protection of persons and property. Bidder shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for the same.
- 5.8.4 Licenses - The Bidder must be duly licensed in accordance with the State's statutory requirements to perform the work identified herein. Proof of licensure shall be submitted with the proposals. Required licenses shall be maintained and valid throughout the term of this contract.
- 5.8.5 Permits - The City is responsible for obtaining all applicable environmental and regulatory permits prior to the Bidder commencing operations. The Bidder is responsible for obtaining any necessary state contractor's licenses and local business tax receipts (BTR).
- 5.8.6 Damage to Property – The Bidder shall use every method at their disposal to protect all properties they are working on/ around. If the City project manager finds unnecessary damage to properties (public or private), the City shall invoke its authority to immediately terminate the contract and pay

the Bidder for work completed to date. The termination shall be effective **immediately** upon written notice by the City to the Bidder.

5.8.7 Storage of Bidder's Equipment – The Bidder shall be responsible for locating areas in which to store their equipment. Such areas shall not be located within right-of-ways or in areas which create a traffic or safety hazard.

5.8.7.1 It is the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with the requirements of the safety and health regulations (OSHA) for construction projects of this type. Any safety measures or method of construction that is necessary in the construction of this project to comply with these regulations is the Contractor's responsibility, and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

5.8.7.2 Should the Contractor elect to obtain areas for the purpose of storing materials and equipment, or for the conducting of the contractor's work operations, the Contractor shall furnish the City a copy of the agreement between the Contractor and the owner of the property prior to using the area (No direct payment). Any curb and gutter, sidewalk, driveway, etc., damaged by the Contractor when hauling materials or moving equipment in or out from this storage area shall be replaced in-kind at the Contractor's expense.

5.8.8 Violations - The Bidder shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Bidder's or any Subcontractor's actions or operations during the performance of this contract. Corrections for any such violation shall be at no additional cost to the City.

5.8.9 Additional Work – The City shall retain the option to add work areas if it deems necessary.

This Area Left Intentionally Blank.

SECTION 7

**CITY OF FORT WALTON BEACH, FLORIDA
NOTICE TO BIDDERS**

BID NUMBER: ITB# 21-018

Date: July 22, 2021

The City of Fort Walton Beach will accept sealed bids at City Hall Annex until Aug 19, 2021, at 2:30 PM, CST, at which time all bids received will be opened and read aloud at City Hall Annex, Purchasing Office, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL for the following:

ITB 21-018 – Asphalt Paving Annual Bid

Copies of Bid Provisions and Bid Forms may be found at the Florida Bid System website at (registration required) or at the City of Fort Walton Beach website at

Additional technical information relative to this bid may be obtained from Giuliana Scott, Purchasing Manager, at (850) 833-9523 or during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **ITB 21-018 – Asphalt Paving Annual Bid**

Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have their bid considered.

Address responses and deliver to: City of Fort Walton Beach
Attn: Purchasing Division
105 Miracle Strip Parkway SW
Fort Walton Beach, FL 32548

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at to make a request.

For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:



INVITATION TO BID

City of Fort Walton Beach, Florida
Purchasing Division
105 Miracle Strip Pkwy SW
Fort Walton Beach, Florida 32548
Telephone: (850) 833-9523
Fax: (850) 833-9643
Website:

ISSUE DATE: July 22, 2021

BID NO: ITB 21-018

OPENING DATE: Aug 19, 2021

OPENING TIME: 2:30 PM CST

BID REQUESTED:

ASPHALT PAVING ANNUAL BID.

The City of Fort Walton Beach invites bids for ITB#21-018: Asphalt Paving Annual Bid. Bids will be opened and publicly read aloud at City Hall Annex, Purchasing Office, City of Fort Walton Beach, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida at 2:30 PM (local Central time) on Aug 19, 2021.

Bids must be SUBMITTED ON THE FORMS FURNISHED BY THE CITY and in accordance with specifications and the list of quantities desired.

Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below.**

It is the intent and purpose of the City of Fort Walton Beach that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Purchasing Division at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing Division no later than ten (10) days prior to the bid opening date.

Sincerely,

Giuliana Scott
Purchasing Manager
City of Fort Walton Beach, FL

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SECTION 1 – INSTRUCTIONS FOR SUBMITTING BID RESPONSE FOR ITB 21-018:

1.1 Bidders are expected to examine this bid form and all instructions. Failure to do so will be at the bidder's risk.

1.2 All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee.

1.3 Each bidder shall furnish all the information required on the bid form and each accompanying sheet on which he/she makes an entry.

1.4 Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct. Failure to show unit prices may render bid as non-responsive.

1.5 Although the City generally awards bids based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to bid cover sheet, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided, clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

1.6 The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at kimbarnes@cityoffortwaltonbeach.com to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:

1.7 – FORMS – DO NOT SUBSTITUTE FOR OTHER FORMATS; USE BID FORMS ONLY.

BID CHECKLIST: Remember to include all required forms including:

<u>✓</u>	Invitation to Bid Cover Sheet with Total Amount of bid Stated on It
<u>✓</u>	Signed Bidder's Certification Page
<u>✓</u>	Addendum Page
<u>✓</u>	References Completed
<u>✓</u>	Drug Free Workplace Form
<u>✓</u>	Public Entities Crime Form
<u>✓</u>	Lobbying Cert Form; Anti-Collusion Form & Federal E-Verify Form
<u>✓</u>	Price Schedule, Unit Price and Total Price Columns Completed
<u>✓</u>	Bid Envelope Prepared as Specified
<u>N/A</u>	Bid Bond

SPECIAL ITEMS (APPLICABLE TO THIS BID ONLY):

<u>XX</u>	Insurance (See Special Conditions)
<u>XX</u>	Exceptions to Specifications on company letterhead (See General Conditions 2.7/2.8)
<u>N/A</u>	Product Specifications (See General Conditions)

NOTE: PLEASE ENSURE THAT ALL DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THIS INSTRUCTION SHEET. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.

James David Prep Site

8-19-21
2:20 PM
AL

**Deliver to: Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548**

SEALED BID DO NOT OPEN

SEALED ITB#: 21-018

ITB TITLE: Asphalt Paving Annual Bid

DUE DATE/TIME: 08/19/2021 2:30 PM – Central Time

**INVITATION TO BID**

City of Fort Walton Beach, Florida
Purchasing Division
105 Miracle Strip Pkwy SW
Fort Walton Beach, Florida 32548
Telephone: (850) 833-9523
Fax: (850) 833-9643
Website: <http://www.fwb.org>

ISSUE DATE: July 22, 2021

BID NO: ITB 21-018

OPENING DATE: Aug 19, 2021

OPENING TIME: 2:30 PM CST

BID REQUESTED:**ASPHALT PAVING ANNUAL BID.**

The City of Fort Walton Beach invites bids for ITB#21-018: Asphalt Paving Annual Bid. Bids will be opened and publicly read aloud at City Hall Annex, Purchasing Office, City of Fort Walton Beach, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida at 2:30 PM (local Central time) on Aug 19, 2021.

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Giuliana Scott
Purchasing Manager
City of Fort Walton Beach, FL

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1.7 – FORMS – DO NOT SUBSTITUTE FOR OTHER FORMATS; USE BID FORMS ONLY.

BID CHECKLIST: Remember to include all required forms including:

_____	Invitation to Bid Cover Sheet with Total Amount of bid Stated on It
_____	Signed Bidder's Certification Page
_____	Addendum Page
_____	References Completed
_____	Drug Free Workplace Form
_____	Public Entities Crime Form
_____	Lobbying Cert Form; Anti-Collusion Form & Federal E-Verify Form
_____	Price Schedule, Unit Price and Total Price Columns Completed
_____	Bid Envelope Prepared as Specified
<u>N/A</u>	Bid Bond

SPECIAL ITEMS (APPLICABLE TO THIS BID ONLY):

<u>XX</u>	Insurance (See Special Conditions)
<u>XX</u>	Exceptions to Specifications on company letterhead (See General Conditions 2.7/2.8)
<u>N/A</u>	Product Specifications (See General Conditions)

NOTE: PLEASE ENSURE THAT ALL DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THIS INSTRUCTION SHEET. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.

1.7.1

COVER SHEET

ITB TITLE: ASPHALT PAVING ANNUAL BID.

ISSUE DATE: July 22, 2021BID NO: ITB 21-018

This completed form must appear as the top sheet for all bids submitted.

NO BID BOND REQUIRED FOR THIS BID.

Total Amount of Base bid \$ _____

INDICATE METHOD OF BID BOND FURNISHED BELOWAmount of bid Bond (5% of base bid) \$ N/AAmount of Cashier's Check (5% of base bid) \$ N/AAmount of Certified Check (5% of base bid) \$ N/A

All Items bid? Yes ____ No ____

Exceptions included on Company letterhead with technical literature? Yes ____ No ____

Submitted by:

NAME OF BUSINESS_____
BY:
SIGNATURE_____
MAILING ADDRESS_____
NAME & TITLE (type or print)_____
CITY, STATE, ZIP CODE_____
EMAIL ADDRESS(_____) _____
TELEPHONE NUMBER(_____) _____
FAX NUMBER

1.7.2**BIDDER'S CERTIFICATION – ITB 21-018**

I have carefully examined the Invitation to Bid, Instructions to bidders, General and Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other bidder interested in said bid; and that the undersigned executed this bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

EMAIL ADDRESS

DATE

1.7.3

ADDENDUM PAGE – ITB 21-018

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

DATE

1.7.4

REFERENCES – ITB 21-018

NOTE: Bidder shall submit as a part of the bid package, four references, with the name of the business, address, contact person, and telephone number. **All references shall be for similar work that has been performed in Florida within the last four (4) years.**

REGARDING BIDDER / BIDDER:

Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email address:	Email Address:
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:

1.7.5

DRUG-FREE WORKPLACE FORM

The undersigned vendor, on _____, 2021, in accordance with Section 287.087, Florida Statutes, certifies that [business] _____ does:

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

1.7.6 PUBLIC ENTITY CRIME FORM – ITB 21-018**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.

This sworn statement is submitted with Proposal, Proposal or Contract # 21-018

This sworn statement is submitted by _____ 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).

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

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 proposal 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.

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.

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

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

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.

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)

_____ 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: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me on the _____ day of

_____, 2021 by means of ___ physical presence or ___ online notarization

by _____ and _____ in their representative
(Name of Person Acknowledging) (Name of Person Acknowledging)

capacity as _____ and _____ of the Operator, who
(TITLE) (TITLE)

_____ is personally known to me, or _____ has produced _____ as ID.
(TYPE OF IDENTIFICATION)

My Commission expires

Public Notary

1.7.7

LOBBYING CERTIFICATION FORM

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal 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 an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Bidder's Authorized Official

Name and Title of Bidder's Authorized Official

Date

1.7.8**ANTI-COLLUSION STATEMENT**

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bidder's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

1.7.9**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

FAX NO.: _____

SECTION 2 - GENERAL CONDITIONS

2.1 EXECUTION OF BID: Bid must contain a manual signature of an authorized representative in the space provided. Florida law requires that when a municipality enters into a contractual agreement with a corporation licensed to do business in the State of Florida, such agreement shall be signed by two (2) Corporate Officials (i.e., President, Vice President, Secretary, Treasurer) with the corporate seal affixed. It also requires that such execution be acknowledged before a Notary Public with Notary Seal affixed. If neither the aforementioned corporate officers nor the corporate seal are readily available, a letter of authorization can be submitted in lieu of these requirements. Such letter of authorization must be on the corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such agreement on behalf of the corporation and must be signed by the corporate officials designated above. Failure to submit letter of authorization within two (2) weeks after notification of award may result in award to the next apparent low bidder.

2.1.1 In the case of a partnership, the agreement must be signed by a general or managing partner and notarized as outlined above.

2.1.2 In the case of a sole proprietorship, the owner must sign the agreement and have such execution notarized.

2.1.3 If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing Division at (850) 833-9523 for further clarification.

2.2 SUBMITTAL OF BIDS: Bids shall be submitted utilizing the bid form(s) provided by the City. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount named by a bidder for any item are not in agreement the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected.

2.3 AMENDMENT OF THE INVITATION TO BID: It is the bidder's responsibility to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid (or complete and sign addenda acknowledgement form.) The failure of a bidder to submit acknowledgment of any addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the bid.

2.4 BIDDER'S CERTIFICATION FORM: Each bidder shall complete the "bidder's certification" form included with this invitation to bid, and submit the form with the bid. The failure of a bidder to submit this document will be cause for rejection of the bid.

2.5 DRUG FREE WORKPLACE PREFERENCE: Pursuant to § 287.087, Fla. Stat., the City must give preference to businesses that have implemented a drug-free workplace programs whenever two or more bids, proposals, or replies are equal in price, quality, and service. If your business has implemented a drug free workplace program, you must provide a copy of all documents, rules, policies and procedures adopted by your business that satisfy the requirements of § 287.087.

2.6 PUBLIC ENTITY CRIMES FORM: A person or affiliate, as defined in § 287.133, Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.01, Fla. Stat., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a bid, you are certifying your company is in compliance with § 287.133, Fla. Stat.

2.7 SPECIFICATIONS REQUIRED: All items quoted must be in compliance with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach to this Invitation to Bid.

2.8 ALTERNATIVES/SUBSTITUTIONS TO SPECIFICATIONS: Any alternatives or substitutions to the attached specifications must be clearly delineated, set out and submitted with the bid (use separate sheets of paper and make them part of the bid).

2.9 PRICES, TERMS, and PAYMENT: All prices must be firm for the delivery schedule quoted in the specifications. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Fort Walton Beach Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Fort Walton Beach to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.

2.10 DISCOUNTS: Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

2.11 EFFECTIVE PERIOD: Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

2.12 QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

2.12.1 To ensure fair consideration for all bidders, the City prohibits communication to, or with any department, division or employee during the submission process, except as indicated in 2.12.4. Additionally, the City prohibits communication initiated by a bidder to City officials or employees evaluating or considering the bids prior to the time a bid decision has been made.

Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid. **All communications are to be directed to the Purchasing Representative and sole contact listed below in Section 2.12.4.**

- 2.12.2 Any questions related to interpretation of specifications or the bid process shall be addressed to the Purchasing Manager, in writing, in ample time before the period set for the receipt and opening of bids. No inquiries, if received within ten (10) days of the date set for the receipt of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.
- 2.12.3 It will be the responsibility of the bidder to contact the Purchasing Division or go to either www.FWB.org/rfp or www.BidNetDirect.com prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.
- 2.12.4 Direct all inquiries to:

Giuliana Scott, Purchasing Manager
Purchasing Division, City of Fort Walton Beach
105 Miracle Parkway SW
Fort Walton Beach, Florida 32548

Telephone: (850) 833-9523
Email: gscott@FWB.org

Fax: (850) 833-9643
Website: www.BidNetDirect.com
www.FWB.org/rfps

2.13 **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified and on any attached sheets, specifications, special conditions or vendor notes.

2.14 **RECEIPT OF BIDS, DUE DATE –**

- 2.14.1 **Sealed bids shall be submitted to the Purchasing Division Office no later than 2:30PM (CST), on Aug 19, 2021.** Bids shall not be accepted after this time and date. Each bid shall be submitted in a sealed envelope marked with the bid number, title of the bid, and bid opening date.
- 2.14.2 Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid, where requested.
- 2.14.3 Sealed bids are to be addressed as follows for either mail or hand delivery. Bids submitted by mail must be received by the Purchasing Manager before the bid opening time.
- 2.14.4 Sealed bids are to be addressed as follows for either mail or hand delivery. Bids submitted by mail must be received by the Purchasing Division no later than the bid opening time.

2.14.5 **Cut out & use the label printed here, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid”.**



**Deliver to: Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548**

SEALED BID DO NOT OPEN

SEALED ITB#: 21-018

ITB TITLE: Asphalt Paving Annual Bid

DUE DATE/TIME: 08/19/2021 2:30 PM – Central Time

2.15 **WITHDRAWAL OF BIDS:** Bidders may withdraw a bid after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the bids.

2.16 **BID OPENING:** The Bid Opening shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be returned but will be retained in the "BID FILE" unopened. Offers by telephone or email for a sealed bid cannot be accepted.

2.17 **AWARD OR REJECTION OF BIDS:** The contract will be awarded to the lowest responsive and responsible bidder(s) complying with all the provisions of the Invitation to Bid, provided the bid price is reasonable and it is in the interest of the City to accept it.

2.17.1 The City of Fort Walton Beach reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The City of Fort Walton Beach also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete, on time, contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

2.17.2 Award will be made in approximately ninety (90) days. It is incumbent on bidders to contact the Purchasing Division at (850) 833-9523 to determine the successful bidder(s). Bidders or respondents who do not agree with the City Council's award are afforded the opportunity to protest the recommendation by submitting a written vendor protest to the Purchasing Division within three (3) business days after City Council has awarded the purchase. Failure to file a written vendor protest within three (3) business days shall constitute a waiver of protest under this policy.

2.17.3 In the best interest of the City, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any and all bids, or to waive any informality or technicality in bids received.

2.18 SELECTION / REJECTION OF OPTIONS/ALTERNATIVES: If an Invitation to Bid permits options or alternatives, the City reserves the right to select or reject any or all options or alternatives that are bid and as deemed to be in the best interests of the City.

2.19 BID TABULATION & EVALUATION: Bidders may request copies of the bid tabulation documents via email, in person or by sending a stamped, self-addressed envelope with the bid. Bid Tabulations will not be provided by telephone.

2.20 TAX EXEMPT: The City does not pay federal excise and state sales taxes. Our tax exemption number is 85-8012740106C-0 and is on all purchase orders.

2.21 POLITICAL SUBDIVISIONS CONTRACTS: Under Florida Law, prices contained in State Contracts shall be available to the City of Fort Walton Beach, who might wish to purchase under a State Purchase Contract. The City reserves the right to purchase from a State Purchase Contract if in the best interest of the City.

2.22 PIGGYBACK PROVISIONS: Under the Florida Inter-local Cooperation Act of 1969, public agencies may engage in cooperative purchasing agreements and intergovernmental agreements and contracts. Winning Bidder agrees to provide same terms and conditions to other qualified government agencies within the State of Florida.

2.22.1 The submission of any bid in response to this Invitation to Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposing bidder on the bid sheet.

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

2.23 MISTAKES: Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

2.24 CONDITION and PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new and the current production model at the time of this bid, unless otherwise specified. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

2.25 SAFETY STANDARDS: Unless otherwise specified in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements and standards of the Occupational Safety and Health Act.

2.26 MARKING: Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Fort Walton Beach Purchase Order Number.

2.27 INVOICING and PAYMENT: The supplier shall be paid upon submission of invoices to: Accounts Payable, City of Fort Walton Beach, 107 Miracle Strip Pkwy SW, Fort Walton Beach, Florida 32548. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Fort Walton Beach Purchase Order Number.

2.28 CONFLICT OF INTEREST: Any award of contract for this Invitation to Bid is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Fort Walton Beach. Further, all bidders must disclose the name of any City of Fort Walton Beach officer, director, or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidder's firm or any of its branches or who has any contractual relationship or agreement of any kind with the bidder. The bidder warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

2.29 INSPECTION, ACCEPTANCE, and TITLE: Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Fort Walton Beach, unless loss of damage results from negligence by the City of Fort Walton Beach or its Departments.

2.30 DISPUTES: In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City of Fort Walton Beach City Manager shall be final and binding on both parties.

2.31 LEGAL REQUIREMENTS: Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered in the specifications of this Invitation to Bid shall apply. Lack of knowledge by the bidder will in no way be cause for relief from such responsibility.

2.32 INDEPENDENT CONTRACTOR STATUS; INDEMNITY: At all times the contractor will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the Bidder, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Status 768.28 as amended from time to time.

2.33 TIME IS OF THE ESSENCE: A condition that time is of the essence for the proper provision of services of the Contract and that the successful Bidder will conduct all required work diligently and as specified by the City.

2.34 ASSIGNMENT: The successful Bidder may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

2.35 **TERMINATION FOR CONVENIENCE:** The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Bidder for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Bidder for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.

2.36 **TERMINATION FOR DEFAULT:** The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Bidder, if the Bidder: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

2.37 **LIABILITY:** The vendor shall hold and save the City of Fort Walton Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of any purchase order which may result from this bid.

2.38 **LOCAL VENDER PREFERENCE:** The City may give preference to a local vendor whenever two or more bids, proposals, or replies are equal in price, quality and service. In the event of a tie by local vendors, the award may be split when it is in the best interests of the City.

This area left intentionally blank.

SECTION 3 - SPECIAL CONDITIONS

If marked, the following Special Conditions apply to this Invitation to Bid:

 3.1 PRE-BID CONFERENCE: N/A

XX 3.2 PERFORMANCE TIME: **See Section 5.2 FOR DETAILS**

XX 3.3 FAMILIARITY WITH SITE CONDITIONS: The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgement by the bidder that he is familiar with all such conditions. The failure or neglect of a bidder to familiarize himself with the site of the proposed work shall in no way relieve him from any obligations with respect to his bid.

XX 3.4 RIGHT TO AUDIT RECORDS: The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

XX 3.5 VALUE ENGINEERING: It is the intent of the City to award a contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. In the event the lowest responsible bid exceeds the City's established fixed construction cost, the City shall have the right to engage the lowest responsible bidder in value engineering in order to comply with the fixed construction cost. In no instance shall such value engineering exceed ten percent of the base bid or reduce the base bid to an amount less than the fixed construction cost in place at the time of bidding.

XX 3.6 BIDDER QUALIFICATION: Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service, Monday through Friday, except for City holidays. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

XX 3.7 INSPECTION: The City reserves the right to conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

XX 3.8 FISCAL YEAR FUNDING APPROPRIATION: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of adequate funds by City Council.

XX 3.9 CANCELLATION DUE TO UNAVAILABILITY OF FUNDS: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

XX 3.10 EXECUTION OF CONTRACT: The successful bidder shall, within fifteen (15) calendar days after Notice to Proceed is issued by the Purchasing Manager, enter into a contract with the City for the performance of work awarded and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

XX 3.11 FAILURE TO EXECUTE CONTRACT: Failure of the successful bidder to enter into a contract in the proscribed time may be cause for cancellation of the award to that bidder. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, or the City may reject all of the bids. Contractors who default are subject to suspension and/or removal from the Bidder's List.

XX 3.12 FLORIDA PROMPT PAYMENT ACT: For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

- 3.12.1 A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- 3.12.2 The amount due, applicable discount(s), and the terms thereof;
- 3.12.3 The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- 3.12.4 The Purchase Order or Contract number as supplied by the City; and
- 3.12.5 Identification by office or department where and to whom the goods were delivered or services provided.
- 3.12.6 All invoices shall be delivered to the Accounts Payable Dept., City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.
- 3.12.7 The invoice must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City; the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements are in compliance with those requirements.

XX 3.13 DISPUTE RESOLUTION: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City department or office which has the dispute along with a representative of the City's Purchasing Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than 45 days and be resolved not later than 60 days after the date on which the proper invoice was received by the City. If the issue cannot be resolved, then it will be submitted to the City Manager. Any decision by the City Manager shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.

N/A 3.14 LIQUIDATED DAMAGES: Work shall begin within fourteen (14) calendar days after Purchase Order or Notice to Proceed has been issued and all work shall be completed within the job order's designated performance time, but in no case, later than 90 calendar days.

3.14.1 It is hereby understood and agreed by the bidder that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the bid document.

3.14.2 In the event these specified supplies, services, materials, or equipment are not delivered by the date specified, there will be deducted from the total contract price, not as a penalty but as liquidated damages, the sum of \$500 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the City, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or its supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or its supplier(s), a reasonable extension of time as the City deems appropriate may be granted.

3.14.3 Upon receipt of a written request and justification for an extension from the contractor, the Purchasing Office may extend the time for performance of the contract or delivery of goods herein specified at the Purchasing Office's sole discretion for good cause shown.

N/A 3.15 BOND REQUIREMENTS

_____ 3.15.1 Performance Bond equal to one hundred percent (100%) of the Contract price will be required.

_____ 3.15.2 Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required.

_____ 3.15.3 Performance and Labor & Materials Payment Bonds shall accompany the contract, be signed, sealed and dated no earlier than the contract effective date and specifically refer to the contract, by date.

- _____ 3.15.4 Surety companies providing any bond must be listed in the latest Federal Register of the U.S. Department of Treasury, Circular 570 entitled "Surety Companies Acceptable on Federal Bonds" or otherwise acceptable to the City.

XX 3.16 INSURANCE: Bidders must be eligible for and provide evidence of insurance coverage showing Bidder as Named Insured, with coverages that equal or exceed the City's minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Certificate of Insurance showing the City as a Certificate holder must accompany signed contract.

XX 1. Commercial General Liability

- Each occurrence for Bodily Injury/Property Damage \$1,000,000
- Products/Completed Operations \$1,000,000
- Annual Aggregate for Bodily Injury/Property Damage \$2,000,000
- Products Liability/Completed Operations \$1,000,000
- Fire Legal Liability Coverage \$ 100,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured.
- The policy shall not be cancelled unless the City is given at least 30 days notice.
- Contractual Liability
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

XX 2. Commercial Automobile Liability

- Combined single limit for bodily injury and/or property damage \$1,000,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured
- The policy shall not be cancelled unless the City is given at least 30 days notice.
- Contractual Liability
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated
- Symbol "2" (Any Auto) or equivalent, shall be used to designate insured vehicles.

XX 3. Workers Compensation – to include coverage for any applicable Federal Acts including but not limited to Jones Act and/or United States Longshoreman & Harbor Workers Compensation Act.

- Coverage A In conformity with Florida Statutes
- Coverage B \$500,000/\$500,000/\$500,000

XX 3.17 SUBCONTRACTOR(S): Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

XX 3.18 CONSTRUCTION OF SPECIAL CONDITIONS: If any specification or general condition of this Invitation to Bid conflicts with any special condition, the special condition shall have precedence over the general condition.

This area left intentionally blank.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 FIRM PRICE FOR TERM - Costs specified in the proposal shall remain firm for the term of the Contract.

4.2 ADDITIONAL CONTRACT TERMS:

4.2.1 Notice to Proceed: The City shall issue a signed Purchase order for the services referenced in this ITB and resulting contract. The Purchase Order shall be sent via facsimile or email. Under no circumstances shall the City be liable for any services rendered unless the signed Purchase Order has been sent and received by the Contractor(s).

4.2.2 Changes in Scope of Work:

4.2.2.1 “Additional work” shall be defined as work that results from a change or alteration in plans concerning the scope of work of the task order, or added work necessary to meet the performance goals of the scope of work.

4.2.2.2 “Extra work” shall be defined as work not required under the scope of work of the task order, is something done or furnished beyond the requirements of the task order, and is entirely outside and independent of the scope of work and not contemplated by it.

4.2.2.3 “Change Order” shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the task order price, and the adjustment, if any, to the task order completion time.

4.2.2.4 No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.

4.2.2.5 The City Manager may request and approve change orders to the task order consisting of additions, deletions, extra work, or other revisions so long as each change order does not exceed \$20,000 and all change orders, in the aggregate, do not exceed ten percent (10%) of the total Purchase Order price.

4.2.2.6 The City Council must approve any single change order that exceeds \$20,000 or if the aggregate amount of change orders will exceed ten percent (10%) of the total Purchase Order price.

4.2.2.7 All change orders shall be considered a written addendum to the Contract.

4.2.2.8 Winning Bidder is not authorized to approve any additional or extra work, grant authority for any work, issue a notice to proceed, recommend progress payments, or otherwise act as an agent of the City unless specifically authorized in writing by the appropriate City officials.

4.2.3 Time of Completion: The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

4.3 FEMA GENERAL GRANT FUNDING CONDITIONS

PLEASE NOTE THAT THIS SOLICITATION MAY BE PARTIALLY OR FULLY FEDERAL GRANT-FUNDED DUE TO NATURAL DISASTERS. BIDDERS AGREE TO COMPLY FULLY WITH THE CLAUSES AS ENUMERATED BELOW, AND SHALL CONTINUE TO COMPLY WITH ANY REGULATORY OR LEGISLATIVE CHANGES, UPDATES OR MODIFICATIONS THAT OCCUR IN THE FUTURE RELATING TO THESE CLAUSES.

4.3.1 **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

4.3.2 **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

4.3.3 **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the City of Fort Walton Beach or pass-through entity in accordance with applicable Federal policy.

4.3.4 **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

4.3.5 **Utilization of Minority, Women's / Labor Surplus Firms Participation:** The City of Fort Walton Beach, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned businesses and labor surplus area firms as a part of any subsequent agreement whenever possible. The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, using the steps (1) through (5) here:

- (1) Placing qualified small & minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small & minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as:
 - Small Business Administration
 - Minority Development Agency of the US Dept. of Commerce
 - Florida Department of Management Services (Office of Supplier Diversity)
 - Florida Department of Transportation
 - Minority Business Development Center in most large cities and
 - Local Government M/DBE programs in many large counties and cities

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal.

4.3.6 **Equal Employment Opportunity:**

- 4.3.6.1 As per Executive Order 11246, the contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
- 4.3.6.2 During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

- 4.3.7 **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City of Fort Walton Beach will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
- 4.3.8 **Copeland Anti-Kick Back Act:** Contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. 874 as supplemented by Department of Labor Regulations (29 CFR Part 3) which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
- 4.3.9 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 4.3.10 **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 4.3.11 **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible

under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance.

4.3.11.1 Any resulting contract of this ITB will be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Bidder is required to verify that none of the Bidder(s), its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

4.3.11.2 The Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

4.3.11.3 This certification is a material representation of fact relied upon by the City of Fort Walton Beach. If it is later determined that the Bidder did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Fort Walton Beach, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4.3.11.4 The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.3.12 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

4.3.13 **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

4.3.14 **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items

designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 4.3.15 **Access to Records and Reports:** Contractor will make available to the City of Fort Walton Beach's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, the City of Fort Walton Beach, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the City of Fort Walton Beach's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
- 4.3.16 **Record Retention:** Contractor will retain all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.334.
- 4.3.17 **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
- 4.3.18 **Termination for Default (Breach or Cause):** Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Fort Walton Beach may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- 4.3.19 **Safeguarding Personal Identifiable Information:** Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
- 4.3.20 **Prohibition on utilization of Cost Plus a Percentage of Cost Contracts:** The City of Fort Walton Beach will not award contracts containing Federal funding on a cost plus percentage of cost basis.

- 4.3.21 **Prohibition on utilization of Time and Material type contracts:** The City of Fort Walton Beach will not award contracts based on a time and material basis if the contract contains Federal funding.
- 4.3.22 **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the City of Fort Walton Beach. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County, Florida.
- 4.3.23 **Attorney Fees and Costs:** In any action, except mediation, brought regarding this agreement, the prevailing party, shall be awarded its reasonable attorneys' fees and costs, including any applicable fees and costs on appeal.

SECTION 5 – SCOPE OF WORK / SPECIFICATIONS

5.0 INTENT

It is the intent of this solicitation to secure a source for Asphalt Paving for the City of Fort Walton Beach, Florida for a period of one (1) year with up to four (4) possible one (1) year options to pave various areas within the City limits of Fort Walton Beach, Florida. All materials and workmanship shall meet Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, unless otherwise discussed herein.

5.1 SCOPE OF WORK

5.1.1 Paving Options - A total of three (3) different paving options shall be used:

5.1.1.1 Prepare Clay, Limerock, or Graded Aggregate Base and Add New Pavement:

- 5.1.1.1.1 Prepare and finish road base in accordance with Sections 200, 210, 230, 204 and all sections referenced therein of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. Excess material becomes property of contractor.
- 5.1.1.1.2 Pave with Type S III Asphalt in accordance with Sections 300, 320, 330, 331 and 916 and all sections referenced therein of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- 5.1.1.1.3 Match existing curb line with cross slope of 1/4 inch per foot to center line, or as directed by the City.
- 5.1.1.1.4 Hand work may be required in certain areas such as driveways, intersections, storm drains, manholes, etc., to

prevent "bird baths" in excess of 1/4 inch in depth. Payment for this work is incidental to and will be included in the bid price for materials.

- 5.1.1.1.5 Payment will be on a per-ton basis for asphalt, to include all work specified.

5.2 PERFORMANCE SCHEDULE:

5.2.1 **The Bidder shall commence performance within fourteen (14) days of receipt of Notice to Proceed.**

5.2.2 **Work assigned are time sensitive project, and by responding to this bid, the Bidder understands that all work performed shall be completed no more than sixty (60) calendar days after the Purchase Order is issued.**

5.3 **GENERAL REQUIREMENTS** - All work shall be completed by the successful bidder and include all necessary labor and equipment needed to complete the work. The selected contractor shall complete all the work in conformance with City, County, State and Federal regulations.

5.4 **PERSONNEL:** Bidder's Personnel / Staff / subcontractors must be clearly identified, either with uniform or ID badge while working within the City limits.

5.5 COORDINATION & PROGRESS MEETINGS

5.5.1 During the course of work under this contract, the Bidder shall be responsible for keeping the City informed of the proposed work schedule.

5.5.2 The Contractor shall not put workers on the job or perform any work without prior knowledge of the City that such work is to be done, the place of work, and the scheduled starting time. A minimum 48-hour notification is required. The City reserves the right to deny the request without penalty.

5.6 DEFECTIVE WORK

5.6.1 All work completed by the Contractor at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.

5.6.2 The Contractor shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Contractor fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Contractor for cost thereof.

5.7 FINAL INSPECTION

5.7.1 Upon notice from the Contractor that work is completed in accordance with the Specifications, the City shall make a final inspection of the work.

5.7.2 The Contractor will be notified of all instances where work fails to comply with the Scope of Work. The Contractor shall immediately make those alterations which will make the work fully comply with the Scope of Work.

5.8 OTHER CONSIDERATIONS FOR SCOPE OF WORK:

- 5.8.1 The Bidder shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Bidder's personnel and equipment shall be responsibility of the Bidder. Additionally, the Bidder shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.
- 5.8.2 Protection of Resident Workers - The City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.
- 5.8.2.1 Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.
- 5.8.2.2 The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The Bidder shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
- 5.8.2.3 The City reserves the right to request documentation showing compliance with this requirement.
- 5.8.3 OSHA – Precautions shall be exercised at all times for the protection of persons and property. Bidder shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for the same.
- 5.8.4 Licenses - The Bidder must be duly licensed in accordance with the State's statutory requirements to perform the work identified herein. Proof of licensure shall be submitted with the proposals. Required licenses shall be maintained and valid throughout the term of this contract.
- 5.8.5 Permits - The City is responsible for obtaining all applicable environmental and regulatory permits prior to the Bidder commencing operations. The Bidder is responsible for obtaining any necessary state contractor's licenses and local business tax receipts (BTR).
- 5.8.6 Damage to Property – The Bidder shall use every method at their disposal to protect all properties they are working on/ around. If the City project manager finds unnecessary damage to properties (public or private), the City shall invoke its authority to immediately terminate the contract and pay

the Bidder for work completed to date. The termination shall be effective **immediately** upon written notice by the City to the Bidder.

5.8.7 Storage of Bidder's Equipment – The Bidder shall be responsible for locating areas in which to store their equipment. Such areas shall not be located within right-of-ways or in areas which create a traffic or safety hazard.

5.8.7.1 It is the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with the requirements of the safety and health regulations (OSHA) for construction projects of this type. Any safety measures or method of construction that is necessary in the construction of this project to comply with these regulations is the Contractor's responsibility, and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

5.8.7.2 Should the Contractor elect to obtain areas for the purpose of storing materials and equipment, or for the conducting of the contractor's work operations, the Contractor shall furnish the City a copy of the agreement between the Contractor and the owner of the property prior to using the area (No direct payment). Any curb and gutter, sidewalk, driveway, etc., damaged by the Contractor when hauling materials or moving equipment in or out from this storage area shall be replaced in-kind at the Contractor's expense.

5.8.8 Violations - The Bidder shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Bidder's or any Subcontractor's actions or operations during the performance of this contract. Corrections for any such violation shall be at no additional cost to the City.

5.8.9 Additional Work – The City shall retain the option to add work areas if it deems necessary.

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SECTION 6 - PRICING SHEETS – INCLUDE THIS PAGE WITH YOUR BID PACKAGE:

Page 1 of 2

INVITATION TO BID					
You are invited to bid on the following:			ITB 21-018 - Asphalt Paving for the City of Fort Walton Beach		
Item No.	Qty	Unit	Description	Unit Price	Total Price
Prepare Clay, Limerock, or Graded Aggregate Base and add new Pavement – Type S III Asphalt					
1	1-50	Tons		\$	\$
2	51-100	Tons		\$	\$
3	101-300	Tons		\$	\$
4	300 +	Tons		\$	\$
New Pavement (Base finished by City) – Type S III Asphalt					
5	1-50	Tons		\$	\$
6	51-100	Tons		\$	\$
7	101-300	Tons		\$	\$
8	300 +	Tons		\$	\$
Resurface Existing Streets – Type S III Asphalt					
9	1-50	Tons		\$	\$
10	51-100	Tons		\$	\$
11	101-300	Tons		\$	\$
12	300 +	Tons		\$	\$
Adjust Existing Manholes					
13	1	EA	Provide and Install Adjustable Extension Rings	\$	\$
14	1	EA	Replace Worn Manhole Rings and Covers (City to provide)	\$	\$
15	1	EA	Raise Surface Inlet Grate and Frame	\$	\$
16	1	EA	Raise Water Valve Boxes	\$	\$
Mill Streets					
17	≤ 1,000	SY	Average depth 1”	\$	\$
18	> 1,001	SY	Average depth 1”		
19	≤ 1,000	SY	Average depth 1 ½”	\$	\$
20	> 1,001	SY	Average depth 1 ½”		
21	≤ 1,000	SY	Average depth 2”	\$	\$
22	> 1,001	SY	Average depth 2”		
23	Est	Gallon	Tack	\$	\$
Testing of Materials					
24	1	EA	Compaction Test of Base Material per 500 SY	\$	\$
25	1	SET	Asphalt Testing per 200 tons or per day	\$	\$

ITB 21-018 PRICING SHEET

Page 2 of 2

NOTE 1:

This bid is to secure a source to provide services and materials for Asphalt Paving to meet the needs of the City for a period of one (1) year after the award of the bid, with four (4) additional one (1) year options. The prices shall be as bid to the City of Fort Walton Beach during the bid period unless the successful bidder advises the City at least thirty (30) days prior to the effective date of such changes and submits detailed justification and rationale to support such changes.

The City reserves the right to:

1. Cancel and contract or agreement entered into under the provisions of this bid and re-bid these items during the bid period, if it is deemed to be in the best interest of the City, e.g. due to bidder performance or price changes that are not acceptable.
2. Extend the bid period by mutual agreement between the successful bidder and the City, if in its best judgment, the extension would be in the best interest of the City.

NOTE 2:

Estimated quantities are listed and serve as approximate quantities to allow for equitable evaluation of bids for this Contract. The quantities are subject to change each year depending on the conditions of the proposed pipe sections to be treated and fiscal budget.

NOTE 3: Minimum Specifications (See Specifications on Pages 22-26)

NOTE 4:

ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID

1. FOB Point: Jobsite (Delivered Only)
2. Terms of Payment: (e.g. Net 45) _____
3. The City shall receive project completion notice within _____ days from the date Vendor receives Purchase Order or Notice to Proceed.
4. Vendor agrees to "Piggyback Clause": YES _____ NO _____

***Provide any exceptions taken to the specifications in a letter format on company letterhead.**

Re-check your quotations prior to submission.

Bids may not be changed after being opened.

SECTION 7**CITY OF FORT WALTON BEACH, FLORIDA
NOTICE TO BIDDERS****BID NUMBER: ITB# 21-018****Date: July 22, 2021**

The City of Fort Walton Beach will accept sealed bids at City Hall Annex until Aug 19, 2021, at 2:30 PM, CST, at which time all bids received will be opened and read aloud at City Hall Annex, Purchasing Office, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL for the following:

ITB 21-018 – Asphalt Paving Annual Bid

Copies of Bid Provisions and Bid Forms may be found at the Florida Bid System website at www.BidNetDirect.com (registration required) or at the City of Fort Walton Beach website at www.FWB.org/rfps.

Additional technical information relative to this bid may be obtained from Giuliana Scott, Purchasing Manager, at (850) 833-9523 or gscott@FWB.org during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **ITB 21-018 – Asphalt Paving Annual Bid**

Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have their bid considered.

Address responses and deliver to: City of Fort Walton Beach
Attn: Purchasing Division
105 Miracle Strip Parkway SW
Fort Walton Beach, FL 32548

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request.

For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:

https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf

JAMES DAVID SITE PREP & UNDERGROUND, LLC

5768 FL 4 W
Baker, FL 32531
Phone (850) 259-7901
Email: Jamesdavidsiteprep@gmail.com
pave@westfloridaasphalt.com

PROPOSAL

Date: 3/10/2026

Name: Crestview Public Services
Address: 715 N Ferdon Blvd
Crestview FL 32536
Phone: 850-682-6132
Attn: Michael Clinton

Project: **Resurface City Roads**
City of Crestview FL

Description of Items

Raspberry Road

Tack
1-1/2" Asphalt 8,800 SY
Mill Bridge

Duggan Ave

Tack
1-1/2" Asphalt 8,888 SY
Mill Curb
Raise Manhole

E First Ave (Stillwell)

Tack
1-1/2" Asphalt 8,800 SY
Raise Manhole

Farmer Street

Tack
1-1/2" Asphalt 2,986 SY
Mill Tie In

Northview Lane

Tack
1-1/2" Asphalt 4,533 SY
Raise Manhole

Hillview Circle

Tack
1-1/2" Asphalt 1,692 SY
Raise Manhole

North Ave

Tack
1-1/2" Asphalt 8,995 SY
Raise Manhole

E. Hickory Ave (Between Hwy 90 & Mapoles St)

Tack
1-1/2" Asphalt 917 SY
Raise Manhole

ASPHALT PAVING

UNIT	QTY	COST	TOTAL
GAL	440	\$10.00	\$4,400.00
TON	726	\$142.00	\$103,092.00
SY	250	\$10.00	\$2,500.00
GAL	445	\$10.00	\$4,450.00
TON	733	\$142.00	\$104,086.00
SY	6800	\$5.50	\$37,400.00
EA	8	\$350.00	\$2,800.00
GAL	440	\$10.00	\$4,400.00
TON	726	\$142.00	\$103,092.00
EA	6	\$350.00	\$2,100.00
GAL	150	\$10.00	\$1,500.00
TON	246	\$147.00	\$36,162.00
SY	150	\$8.45	\$1,267.50
GAL	230	\$10.00	\$2,300.00
TON	375	\$142.00	\$53,250.00
EA	6	\$350.00	\$2,100.00
GAL	85	\$10.00	\$850.00
TON	140	\$147.00	\$20,580.00
EA	1	\$350.00	\$350.00
GAL	450	\$10.00	\$4,500.00
TON	742	\$142.00	\$105,364.00
EA	1	\$350.00	\$350.00
GAL	46	\$10.00	\$460.00
TON	76	\$157.00	\$11,932.00
EA	1	\$350.00	\$350.00

Pandora Drive

Tack		GAL	136	\$10.00	\$1,360.00
1-1/2" Asphalt	2,722 SY	TON	225	\$142.00	\$31,950.00
TOTAL					\$642,945.50

This estimate is for ONLY items listed above.

James David Site Prep & Underground, LLC will provide all materials , labor and equipment to complete the above described work in a professional and workman like manner per plans and specifications identified below. Any changes in the plans or specifications will result in a change order to be signed before any additional work or changes are made.

Completion Date: The project will be completed in a timely manner. Delays may occur due to weather conditions, availability of materials, or any unforeseen conditions that may affect the work.

This proposal is based field measurements and info provided

Contractor/ Contractor Agent

Date

James David Site Prep & Underground, LLC, L Date



Staff Report

CITY COUNCIL MEETING DATE: March 23, 2026

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Allen Hallford, Carlos Jones, Director
DATE: 03/19/2026
SUBJECT: RFQ #26-02-05-PS: Professional Consulting Engineering Services Continuing Services Contract

BACKGROUND:

Municipalities are responsible for the planning, design, construction, and maintenance of critical public infrastructure, including roadways, drainage systems, utilities, public facilities, and capital improvement projects. These functions often require specialized engineering expertise that extends beyond the capacity or technical scope of in-house staff. Establishing a Professional Consulting Engineering Services Continuing Services Contract ensures that we have immediate and reliable access to qualified engineering professionals to support these ongoing needs.

A continuing services contract allows the City to engage pre-qualified engineering firms on an as-needed basis. This is particularly important for maintaining operational efficiency, as it significantly reduces project delays associated with repetitive solicitations and approvals.

DISCUSSION:

This RFP was for Engineering Services (Design, Survey, Permitting, etc.). We expanded the scope of potential services from the 2021 contract to include grant writing and funding assistance. The full list of services that were being selected for are in section III of the attached RFP.

This Continuing Services Contract is for the same length as the last two the City has obtained. It is a 3-year contract with an option for two 1-year extensions.

There were 24 firms that submitted proposals for review.

The selection committee read all proposals and all proposals meet the basic qualifications.

These firms are listed below.

Alday Howell Engineering

Anchor CEI

Ardurra

Bakersville-Donovan Inc

Barge Design Solutions

CTS Engineering

DAG Architects

George and Associates

Goodwyn Mills Cawood

H2 Engineering

Halff
IMEG
Jacobs
Kimley Horn
LJA
NFPS
Panhandle Engineering
PEC+
PECS
SEAS
SEH
SMA
SSR
UES

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

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 contracts approved at this time have no monetary value assigned to them. These contracts will cost the City various amounts over the next three to five years. Each firm will be given task orders for services related to City projects. These costs will be budgeted to that project's overall total amount.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve a continuing services contracts with companies listed above.

Attachments

1. SAccounts P26031611330
2. RFQ-26-02-05 PS Professional Consulting Svcs Contract

Summary of Technical Scores		
	Vendor Name	Final Technical Score
Vendor 1	Alday Howell Engineering	17.75
Vendor 2	Anchor CEI	14.45
Vendor 3	Ardurra	18.05
Vendor 4	Bakersville-Donovan Inc	18.25
Vendor 5	Barge Design Solutions	18.4
Vendor 6	CTS Engineering	16.75
Vendor 7	DAG Architects	15.7
Vendor 8	George and Associates	13.8
Vendor 9	Goodwyn Mills Cawood	13
Vendor 10	H2 Engineering Inc	13.15
Vendor 11	Halff	12.65
Vendor 12	IMEG	13.8
Vendor 13	Jacobs	19.85
Vendor 14	Kimley Horn	16.95
Vendor 15	LJA	13.1
Vendor 16	NFPS	12.6
Vendor 17	Panhandle Engineering	11.35
Vendor 18	PEC+	11.7
Vendor 19	PECS	19.35
Vendor 20	SEAS	17.85
Vendor 21	SEH	13.6
Vendor 22	SMA	18.2
Vendor 23	SSR	13.65
Vendor 24	UES	11.85
<i>I certify that I have performed this evaluation independently and without input</i>		
Signature		
Printed Name	Heather Sutton	
Date	March 13, 2024	



Request for Qualifications (RFQ)

**As Governed by
Florida Statute 287.055**

26-02-05-PS

**Professional Consulting
Engineering Services –
Continuing Services Contract**

CITY OF CRESTVIEW

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ #26-02-05-PS

Professional Consulting Engineering Services – Continuing Services Contract

The City of Crestview is soliciting **Statements of Qualifications** from qualified firms to provide **Professional Consulting Engineering Services** under a Continuing Services Contract, in accordance with **Section 287.055, Florida Statutes (CCNA)**. This is a **qualifications-based selection; no pricing or rate information** shall be submitted.

Statements of Qualifications will be received until **2:00 P.M. (CST), Thursday, February 5th, 2026**, in the **Office of the City Clerk**, 198 North Wilson Street, Crestview, FL 32536. **Late submissions will not be accepted.**

Electronic submissions are accepted through **Central Bidding** (www.centralbidding.com). For assistance, contact Central Bidding at **(225) 810-4814**.

A **Non-Mandatory Pre-Proposal Conference** will be held at **9:00 A.M. (CST), January 20th, 2026**, at **Crestview City Hall**, 198 North Wilson Street, Crestview, FL 32536.

Scope of Services:

The City seeks one or more qualified firms to provide as-needed professional services including civil, architectural, structural, environmental, electrical, mechanical, and geotechnical engineering; landscape architecture; surveying; CEI; transportation analysis; stormwater and utility design; construction support; planning; mapping; and GIS services. Work will be assigned by **Task Order** and negotiated in accordance with the CCNA.

RFQ documents may be obtained from www.cityofcrestview.org or www.centralbidding.com.

All questions must be submitted in writing to **Heather Sutton, Procurement Manager**, at Suttonh@cityofcrestview.org, referencing:

"Questions on RFQ #26-02-05-PS; Professional Consulting Engineering Services – Continuing Services Contract"

The last day for questions is **January 26, 2026, at 5:00 P.M. (CST)**.

The City of Crestview reserves the right to accept or reject, in part or in total, any or all proposals and to waive any informalities as deemed in the best interest of the City. All proposals must be marked on the outside of the envelope with the proposer's name, the time and date of the opening. It shall be the bidders' responsibility to ensure that proposals are delivered to the above address at the appointed time.

The City of Crestview, Florida does not discriminate on the basis of race, color, national origin, sex, religion, age, and handicapped status in employment or provision of service.

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Sealed offers for furnishing the services, supplies or equipment described herein will be received by the Purchasing Department, until 2:00 pm, (CST) time on Thursday, February 5th, 2026. No offers will be accepted after the above stipulated date and time. This is an advertised solicitation, and the Proposers will be publicly read in the City Hall Council Chambers, 198 N. Wilson St., Crestview, Florida, at 2:00 pm on Thursday, February 5th, 2026, or as soon thereafter as possible. Only the names of the Proposers and verification of bond submittal, if applicable, will be publicly announced.

Sealed proposals 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, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws regarding public contracting.

This is a Request for Qualifications and subject to the Consultants Competitive Negotiation Act (CCNA) per s. 287.055, Florida Statutes.

The City of Crestview aims to meet the goals of reducing disparity and increasing competition. The contract spend goals for Architectural & Engineering Services per s. 287.09451 Florida Statutes are as follows: 9 percent for Hispanic Americans, 1 percent for Asian Americans, and 15 percent for American women.

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.

The City is seeking proposals from qualified professional firms to provide **Professional Consulting Engineering Services** for a **Continuing Services Contract** under the **Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes**. The intent is to establish an agreement with one or more firms to provide professional engineering, architectural, planning, surveying, CEI, and related technical services on an as-needed basis for public infrastructure, utilities, transportation, facilities, and community development projects.

These services will support the city's capital improvement program, grant-funded initiatives, and maintenance projects by providing expertise across a range of disciplines. Work will be assigned through individual task orders defining the scope, schedule, and compensation for each project.

Goals:

- Provide efficient, cost-effective access to qualified professional consulting resources.
- Ensure all City projects meet applicable federal, state, and local standards.
- Improve project delivery timelines through task-order flexibility.
- Support long-term capital and infrastructure planning efforts.
- Maintain compliance with the Florida CCNA procurement process.

Objectives:

- Establish continuing contracts with qualified professional firms to perform engineering, architectural, surveying, planning, and related professional services.
- Utilize these contracts to supplement City staff capacity for current and future projects.
- Promote consistency, quality, and accountability in the design, permitting, and construction phases of City infrastructure.
- Foster collaboration between the city, consultants, and regulatory agencies to ensure projects meet community and compliance needs.

B. SYNONYMOUS TERMS

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

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

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", "Proposer", is any individual, entity, or combination thereof that submits a Proposal in response to this RFQ.

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.

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the RFQ Schedule of Events. Proposers shall respond in a timely manner to the written RFQ and any exhibits, attachments, or addenda. **A**

Proposer's failure to submit a proposal as required before the deadline will cause the proposal to be disqualified. Late proposals will not be accepted, nor will additional time be granted to any potential Proposer.

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 Proposer to check for any RFQ document updates, changes, or answers to questions. Updates to documents can be viewed on [Bids And Requests | Crestview, FL](#) or in person at City Hall.

	EVENT	DATE	TIME
	City Issues RFQ	January 5, 2026	2:00 P.M.
	In-person Pre-Proposal Conference	January 20, 2026	9:00 A.M.
	Deadline for Written Comments and Questions	January 26, 2026	5:00 P.M.
	City Issues Responses to Written Comments and Questions	January 30, 2026	5:00 P.M.
	Deadline - Proposals Due	February 5, 2026	2:00 P.M.
	City Completes Evaluations and begins Competitive Negotiations	TBA	TBA
	Anticipated Date to City Council for contract approval	February 23, 2026	TBA
	Anticipated Contract Start Date	March 9, 2026	

Special attention to the date and time of the pre-proposal conference to be held for this project is indicated on the Solicitation Schedule. When the pre-proposal conference is MANDATORY, a representative of your firm must attend the meeting for your submittal to be considered responsive. The pre-proposal conference will be held at 9:00 A.M. (CST) in Crestview City Hall, 198 North Wilson Street, Crestview FL 32536. Questions regarding this solicitation must be received in writing prior to the date and time as indicated in the solicitation schedule.

IMPORTANT NOTE: It is imperative that all Proposers have a clear understanding of the scope of services requirements. As such, the City reserves the right to require a mandatory pre-proposal conference. Therefore, in the event a mandatory pre-proposal conference is required and/or subsequently scheduled, attendance will be a pre-requisite for a submittal; and submittals will only be accepted from those who are represented at a mandatory pre-proposal conference. Attendance at the pre-proposal conference will be evidenced by the Firm's representative's signature on the attendance roster. In the event of a mandatory pre-proposal 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
City of Crestview - City Hall
PO Box 1209
198 N Wilson Street
Crestview, FL 32536
Ph. 850-682-1560 ext. 246

All information regarding this solicitation can be obtained by visiting www.cityofcrestview.org 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.

C. COMMUNICATIONS REGARDING THE RFQ

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

Questions concerning this document, including specifications, requirements, terms and/or conditions, etc. must be submitted in writing no later than the date and time listed in the Schedule of Events. Proposers are responsible for checking the website or requesting in person any RFQ 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 RFQ will be posted as an addendum on the website and can be requested in-person.

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

III. SCOPE OF WORK

It is Proposer's responsibility to propose a complete scope of work that explains in detail Proposer's offering and encompasses the requirements set forth below, which includes the minimum list of services and deliverables the selected provider is expected to provide the City. The city may modify the proposed scope of work to meet available funding or to best meet the needs of the city.

A. OVERVIEW OF WORK REQUIREMENTS

The City of Crestview seeks to establish one or more **Continuing Services Contracts** with qualified professional firms to provide a wide range of **engineering, architectural, planning, surveying, and related technical services** in support of the City's capital improvement, maintenance, and development programs.

The purpose of this contract is to provide the City with **on-call professional consulting support** for projects of a **recurring or limited nature**, as defined under Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act).

The selected firm(s) shall be responsible for performing services as directed through **individual task orders** issued by the City. Each task order will define the specific scope of work, schedule, deliverables, and negotiated compensation based on approved hourly rates or a lump-sum fee.

Typical projects may include, but are not limited to:

- Public infrastructure improvements (roadway, sidewalk, drainage, and utility projects).
- Water and wastewater system analysis, modeling, and design.
- Stormwater management studies, design, and permitting.
- Traffic and transportation planning, design, and signalization studies.
- Architectural design and facility renovations.
- Landscape and site design.
- Construction Engineering and Inspection (CEI) services.
- Surveying, mapping, and GIS services.
- Environmental assessments, permitting, and mitigation design.
- Grant assistance, cost estimating, and project budgeting.
- Preparation of construction documents, bidding assistance, and contractor evaluation.
- General engineering consultation and technical reporting.

All work shall be performed under the supervision of appropriately licensed professionals registered in the State of Florida. The city may select firms for specific task orders based on expertise, availability, and project requirements.

The City reserves the right to assign task orders at its sole discretion and to select other firms when services fall outside the expertise or availability of the continuing contract consultants.

B. DETAILED SCOPE OF SERVICES

The Consultant(s) selected through this solicitation may be assigned one or more task orders under the Continuing Services Contract. Task orders may include, but are not limited to, services in the following categories:

General Engineering and Project Management

- Provide design, analysis, studies, cost estimating, and construction document preparation for public infrastructure projects.
- Develop plans, specifications, and bid packages in coordination with City staff.
- Provide project scheduling, budgeting, and coordination with permitting agencies.
- Perform peer review and value engineering of designs developed by others.
- Assist with contractor bid reviews, tabulations, and award recommendations.
- Provide limited construction support and as-needed on-site observation.

Architectural and Facility Design

- Prepare architectural designs, space planning, and site layouts for City facilities and structures.
- Develop renovation, restoration, or adaptive-reuse plans for municipal buildings.
- Coordinate building system designs (mechanical, electrical, plumbing, structural).
- Prepare sealed plans and specifications suitable for permitting and bidding.
- Provide cost estimating, materials recommendations, and construction-phase support.

Civil and Transportation Engineering

- Provide roadway, intersection, sidewalk, trail, and parking design.
- Prepare stormwater and drainage system designs and related hydrologic/hydraulic modeling.
- Conduct transportation and traffic studies, signal warrant analyses, and intersection improvements.
- Design roadway safety improvements, pavement rehabilitation, and ADA-compliant infrastructure.
- Coordinate with FDOT and other agencies for permitting and design compliance.

Construction Engineering and Inspection (CEI)

- Perform on-site construction inspection, materials testing coordination, and documentation.
- Review submittals, RFIs, and change orders on behalf of the City.
- Monitor contractor compliance with approved plans, specifications, and safety requirements.

- Maintain detailed project logs, progress photos, and field reports.
- Provide project closeout documentation and as-built record verification.

Surveying, Mapping, and GIS Services

- Conduct boundary, topographic, and right-of-way surveys for City projects.
- Provide legal descriptions, plats, and easement preparation.
- Support GIS data collection and mapping for utilities, stormwater, and transportation assets.
- Deliver survey and mapping data in City-approved coordinate systems and digital formats.

Environmental and Geotechnical Services

- Perform site investigations, soil borings, and foundation evaluations.
- Provide Phase I and Phase II Environmental Site Assessments.
- Prepare contamination assessments, remediation plans, and environmental permit applications.
- Conduct wetland delineation, mitigation, and monitoring.
- Provide stormwater pollution prevention planning and erosion control design.

Planning, Landscape Architecture, and Urban Design

- Prepare master plans, park and recreation facility plans, and landscape designs.
- Develop conceptual renderings, planting plans, and irrigation layouts.
- Support long-range planning, land-use analysis, and zoning map updates.
- Facilitate public meetings, stakeholder engagement, and design charrettes.

Grant, Funding, and Program Support

- Identify and pursue applicable federal, state, and regional funding programs.
- Assist with preparation of grant applications, narratives, budgets, and supporting data.
- Provide engineering cost estimates and project descriptions for grant submittals.
- Support project tracking and reporting to meet funding agency requirements.

Additional As-Needed Services

The City reserves the right to request additional related services that may be required to support City programs or infrastructure needs. Such services shall fall within the scope of professional services defined under Section 287.055, Florida Statutes, and will be assigned through individual task orders as approved by the City.

Task Order Process

Each project authorized under this contract will be assigned by **Task Order**, which will define:

- A detailed scope of services to be performed;
- Schedule and key deliverables;
- Estimated level of effort and compensation (lump sum or time-and-materials); and
- Any special requirements or conditions specific to that assignment.

No work shall commence until a fully executed Task Order is issued by the City.

C. PROPOSER MINIMUM QUALIFICATIONS

To be considered responsive, proposers shall demonstrate that they are fully qualified and capable of providing the professional services described in this RFP. The proposer must clearly show relevant experience, technical capability, and sufficient resources to successfully perform under a Continuing Services Contract.

At a minimum, proposers shall meet the following requirements:

1. Licensure and Professional Registration

- The firm must hold all required licenses and registrations to perform professional services in the State of Florida.
- Key personnel performing professional work (engineers, architects, surveyors, etc.) must hold current and active Florida licenses in their respective disciplines.
- The firm must be authorized to do business in the State of Florida and registered with the Florida Department of State, Division of Corporations (Sunbiz), at the time of submittal.

2. Experience with Similar Services

- The firm shall demonstrate successful experience performing professional consulting services for municipalities, counties, or public agencies within the last five (5) years.
- Relevant experience should include continuing services contracts, task-order based projects, or comparable on-call agreements involving engineering, architectural, surveying, CEI, planning, or environmental work.
- Firms shall provide examples of at least three (3) projects or contracts of similar type, scope, and complexity.

3. Key Personnel and Resources

- The proposer shall identify key personnel who will be assigned to the City's contract, including their qualifications, roles, and relevant project experience.
- Key personnel must have demonstrated experience in their respective technical areas and in managing similar municipal projects.
- The proposer shall have adequate staff and resources to perform multiple task orders concurrently and meet required schedules.

4. Insurance Coverage

- The firm must maintain insurance coverage meeting or exceeding the minimum requirements outlined in this RFP at the time of contract award.

5. Regulatory Compliance

- The firm and its principals must not be debarred, suspended, or otherwise excluded from participation in federal, state, or local government contracts.
- The firm must be in good standing with all applicable state and federal agencies.

6. References

- The proposer shall provide a minimum of three (3) professional references for similar work performed within the last five (5) years, including the client name, project description, contact person, phone number, and email address.

Reservation of Rights

The City reserves the right to determine whether proposers have demonstrated sufficient qualifications to be considered responsive. Proposals that fail to reasonably address the minimum qualifications outlined above may be deemed non-responsive. The City further reserves the right to reject any or all proposals, in whole or in part, and to waive informalities or irregularities when it is in the best interest of the City.

D. PROPOSER PREFERRED QUALIFICATIONS

The City encourages proposals from firms that can demonstrate the following preferred qualifications, which represent qualities and experience that would add value to the City's Continuing Services Contract:

1. Municipal and Public Sector Experience

- Demonstrated success delivering professional consulting services for municipalities, counties, or state agencies under Continuing Services or task-order contracts.
- Familiarity with public procurement procedures, grant funding requirements, and regulatory coordination specific to Florida local government projects.

2. Local or Regional Presence

- A staffed office located within or near Okaloosa County, or within the northwest Florida region, capable of providing timely response and in-person coordination with City staff.
- Demonstrated familiarity with local conditions, permitting agencies, and utility service providers.

3. Project Management Capability

- Proven ability to manage multiple concurrent task orders while maintaining quality, schedule, and budget compliance.
- Established internal procedures for scheduling, cost tracking, and document control.

4. Technical Breadth and In-House Expertise

- Availability of diverse, multi-disciplinary professionals within the firm (engineering, architecture, planning, surveying, CEI, environmental, and related services) to minimize reliance on subconsultants.
- Experience integrating design, permitting, and construction support under one coordinated team.

5. Innovation and Value-Added Solutions

- Experience implementing cost-effective, sustainable, and low-maintenance design approaches.
- Demonstrated use of modern technology and tools such as GIS, CAD/BIM, and digital project management systems.

6. Performance and Reliability

- Positive record of performance on previous public-sector projects, with evidence of repeat clients or long-term service contracts.
- Documented ability to deliver high-quality work on time and within budget.

E. DELIVERABLES/REPORTS

The selected firm(s) shall provide professional reports, plans, and supporting documentation as required by each task order. Deliverables will vary depending on the specific scope of work assigned but shall generally include the following, as applicable:

1. Work Plan and Schedule

- A proposed project schedule outlining key milestones, review dates, and anticipated completion.
- Updated schedules throughout the duration of the task order when adjustments are necessary.

2. Technical Reports and Studies

- Draft and final versions of all technical reports, studies, calculations, or analyses prepared under the task order.
- All reports shall be signed and sealed by the appropriate licensed professional when required.

3. Design and Construction Documents

- Complete design plans, specifications, and cost estimates suitable for permitting and/or bidding.
- Revisions and updates reflecting City review comments or regulatory requirements.

4. Meeting and Progress Documentation

- Regular progress updates, coordination meeting summaries, and correspondence logs as requested by the City.
- Monthly status reports identifying work completed, issues encountered, and planned activities.

5. Permitting and Regulatory Submittals

- Copies of all applications, correspondence, and approvals obtained from local, state, or federal regulatory agencies.
- The consultant shall coordinate directly with the City and permitting agencies as directed.

6. Final Deliverables and Record Documents

- Final reports, drawings, and digital files in formats approved by the City (PDF, AutoCAD, GIS, or other specified formats).
- As built or record drawings reflecting construction changes, as applicable.
- Operation and maintenance manuals, warranty documentation, or other project closeout materials required under the task order.

7. Electronic File Submittal Standards

- All deliverables shall be provided in both hard copy (if requested) and electronic formats compatible with City systems.
- CAD files shall conform to City layering and coordinate system standards, and GIS deliverables shall align with City data formats.

CONTINUED ON NEXT PAGE

IV. INSTRUCTIONS FOR COMPLETION OF PROPOSALS

A. SUBMITTING PROPOSALS

1. Proposers shall submit their response as outlined in Section IV.B below. The Technical Proposal will not include any references to cost, price, or billable rates.
1. Proposers shall submit their response as outlined in Section IV.B below. The Technical Proposal will not include any references to cost, price, or billable rates.
2. Proposals must be submitted in person, by mail, or electronically on Central Bidding. Proposals submitted by any other means or methods will NOT be accepted. The proposal will be deemed non-responsive and not considered for award.
 - a. It is the sole responsibility of the Proposer to ensure their proposals reach the City before the Due Date and Time.
 - b. Proposers are strongly encouraged to provide adequate submission time to ensure receipt of their proposals before the Due Date and Time. Late proposals will not be accepted, nor will additional time be granted to any potential Proposer.
3. Failure to provide all information, and/or inaccuracies, or misstatements in your response may be sufficient cause for rejection of the proposal or rescission of an award. Conversely, the City reserves the right to ask for specific information from a Proposer where a Proposer did not provide requested information.
4. Proposers are encouraged to use the following format for proposals:
 - 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 RFQ number and Proposer name on every page submitted.
 - c. Include a table of contents identifying all aspects of the proposal (including exhibits and any addenda) with sufficient detail to facilitate easy reference to all requested information.

B. TECHNICAL PROPOSAL CONTENT

FIRM QUALIFICATIONS AND EXPERIENCE – TAB “A”

1. Cover Letter. (2 pages)

The cover letter shall provide a summary of the services to be provided, list the project manager/key point of contact, and explain the primary reason why the Proposer would be the best choice for the contract. The cover letter must be signed by an authorized officer or employee of the firm who has authority to negotiate and contractually bind the organization. The title of the authorized officer or employee, their name, address, e-mail, and phone number must be included. The City intends to correspond only with Proposer's authorized officer or employee for all correspondence regarding this RFQ. Submitting accurate and updated contact information is the responsibility of the Proposer. Obligations committed by such signatures shall be binding.

2. Corporate Background Information (2 pages maximum)

- a. Legal name, address, and telephone numbers of the principal office (national headquarters), project office and local office (if applicable). If services will be provided from additional locations, provide this same information for these offices.
- b. Year established.
- c. Type of organization (partnership, corporation, etc.).
- d. Name, title, address, e-mail, and telephone number of the person to whom correspondence shall be directed.
- e. Description of the services usually provided by firm.
- f. Description of projects performed for agencies in the State of Florida during the last 3 years.

3. Organizational Qualifications and Experience

Describe the firm's qualifications for performing similar, relevant, or related services. Identify the team's experience pertaining to the following:

- a. Technical capabilities in terms of personnel, equipment and materials, method of assigning work, and procedures for maintaining level of service.
- b. Developing, evaluating, and performing professional consulting engineering services.
- c. Developing innovative approaches and problem solving.
- d. Specific knowledge of Florida's requirements that may relate to the scope of services.
- e. Completing projects within established schedules and budgets.

4. Key Individuals and Qualifications.

Identify and include qualifications of specific individuals to be assigned to the project including the individual(s) who would be assigned overall responsibility for performing the services.

- a. Include project team resumes. Indicate the Project Team by name and title and specify which services the individuals will provide to the city. Resumes should focus on projects or work performed that is similar in scope to this type of work.
- b. Provide a project team organizational chart indicating the primary role and responsibility of each team member.
- c. The proposal should clearly associate specific staff with tasks, estimate the percentage of time they will be available to the project and their qualifications.
- d. Submit short experience statements for each identified individual, including prime personnel, and their key qualification and experience which makes them suited for their proposed assignment on the project. Full resumes can be included as an appendix to the proposal. Every effort should be made to ensure that staff resources identified in the proposal would be available for the project in the event an agreement is awarded to your firm.

5. Litigation.

Provide a summary of any litigation, claim(s), or contract dispute(s) which are pending, have been finalized and/or decided by a court of law, which were filed by or against the firm in the past five (5) years. The summary should state the nature of the project, litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. The disclosure can be limited to:

- a. Cases, which are related to contractual services provided in the regular course of business.
- b. The regional/district office that will be supporting this contract.
- c. Sanctions: List any regulatory or license agency sanctions.
- d. Lost Accounts: Provide a complete list of all accounts lost due to early dissolution or non-renewal. Include contact names and telephone number, length of service at each account, and reason for the loss. This list can be limited to the regional/district office, which will be supporting this contract, and may be limited to the past five (5) years.
- e. Canceled Accounts: Provide a complete list of all accounts canceled/terminated by the Proposer prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the firm chose to cancel the contract. This list can be limited to the regional/district office that will be supporting this contract and may be limited to the past five (5) years.
- f. Contract Denial: Indicate if your firm has been denied a contract award on which you submitted the best proposal. If so, explain in detail.

6. Financial Plan

Demonstrate your firm's financial soundness and history of meeting financial obligations.

A. Financial Stability. Each respondent is required to submit documentation to demonstrate that their business is fiscally and operationally sound, with sufficient human and financial resources necessary to: (1) fulfill the implicit and explicit contractual obligations identified in this solicitation and (2) provide the level of services required by the specifications that result from the solicitation process.

The following documentation is required to be submitted with your response to this solicitation, or your response will be disqualified.

Respondents are required to submit the following checked items (if both 1 and 2 are checked then Respondent may submit either 1 or 2):

✖1. Preferred Documentation: Surety Bond commitment letter in the amount stated below.

The surety bond commitment letter must:

- a. Be written by a Surety that (1) holds a certificate of authority authorizing it to write surety bonds in Florida and (2) has a minimum A.M. Best's Rating of "A-" (or industry equivalent).
- b. Be on the Surety's letterhead.
- c. State that the Surety will provide a Surety Bond (Performance Bond and/or Payment Bond (see item (d) below) in the amount of the Respondent's contract.
- d. Are used to fulfill any portion of the final contract, then the commitment letter should include both a Performance Bond and a Payment Bond.

The Surety shall also maintain a current certificate of authority as an acceptable Surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in Circular 570, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in Circular 570 and the surety shall provide evidence satisfactory to the City that the amount in excess of the net retention is protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised September 1, 1978 (31 CFR Section 223.10, Section 223.11).

IMPORTANT: Required Surety value may be increased or decreased during the negotiation phase and/or contract term if the contract value changes. The City shall determine the actual amounts of the performance and/or payment bonds, based upon the final specifications agreed in the award. Surety will be required to provide Surety Bond through a licensed Florida agent within ten days after the City's approval of the final agreement. Prior to the Performance and Payment Bonds being delivered to the City, the bonds shall be recorded by the

awarded Respondent, in the public records of Okaloosa County, Florida and the bonds delivered to the City shall indicate such recording has been executed.

Performance and Payment Bond Assurances are required by Section 255.05, Florida Statutes for all construction projects with a contract value greater than \$200,000 and may be required for construction projects with a contract value of \$200,000 or less.

☐ 2. Substitute Documentation: Audited Financial Statements.

- a. Submit the Respondent's two (2) most recent fiscal years' complete, audited Financial Statements, including income statement, balance sheet, statement of owner's equity, statement of cash flows, management analysis and discussion, and financial notes sections.
- b. Provide the name, title, address, and phone number of the financial officer of the Respondent responsible for providing this information.
- c. The Respondent's audited financial statements will be evaluated by the City's Director of Finance and/or designee(s) to determine the Respondent's ability to meet the implicit and explicit contractual obligations identified in this solicitation and provide the level of services required by the specifications that result from the solicitation process.

☐ 3. No Financial Documentation Required.

B. Pending Litigation Disclosure. Each respondent is required to provide disclosure of any current or pending litigation on the Respondent's letterhead. Respondent shall disclose any material changes in the business operations of the Respondent, including without limitation any pending bankruptcy proceedings, bankruptcies, receiverships, mergers, acquisitions, stock acquisitions or spin-offs which have occurred within the last three (3) years, and any material pending or threatened litigation. If appropriate, discuss the impact of these changes on the Respondent's financial or managerial ability to perform the noted tasks under this Contract.

SIMILAR PROJECTS, PAST PERFORMANCE – TAB "B"

- a. Client References. Provide a list of three former clients and representative services in size and scope undertaken in the last three (3) years, demonstrating experience relevant to this RFQ.
- b. Provide each reference's contact person's name, title, address, phone number and email address.
- c. In addition, provide the dates of engagement of services, information, cost of services and total annual contract, description of services, and member(s) of the team including any sub-consultants that performed the services.
- d. Unless otherwise stated herein to submit references in a different manner, please complete and submit **Reference Form (Attachment 8)** with your proposal response.

- e. Describe any significant or unique awards received or accomplishments made in previous, similar projects.

NOTE: Please do not include projects completed or currently underway with the City of Crestview.

PROJECT APPROACH/WORK PLAN – TAB “C”

- a. Work Plan/Technical Approach/Project Management. Outline your project management approach including how you will address competing timelines and inter-project dependencies. Submit a work plan for each task for carrying out the scope of services described in this RFQ, including strategy, tools, techniques, critical path items, and decision points which reflect an understanding of the City’s requirements. Assumptions, desired outcomes, and deliverables must be included as part of your firm’s approach to each major task area.
- b. Confirm the adequacy of resources, including personnel, availability of personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
- c. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplishing each task.
- d. Explain any proposed innovative concepts that may enhance the value and quality of the services to be performed.

RFQ REQUIRED FORMS – TAB “D”

Proposers shall include all applicable and properly executed forms under Tab D. Ensure review and completion of **Attachments #1-#11** and the following listed below:

Insurance Certificates. Provide copies of your current liability and workers’ compensation Certificates of Insurance. The successful Proposer(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 Proposers shall furnish a completed W-9 with proposal submittal. A tax identification number is required to do business with the city.

CERTIFICATION OF FLORIDA MINORITY BUSINESS ENTERPRISE. (If applicable) – TAB “E”

ADDITIONAL INFORMATION – TAB “F”

Proposers 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.

In this section, include any exceptions to the City’s Standard Contract for Services Agreement and any agreements that will need to be included with the final agreement.

V. PROPOSAL EVALUATION

A. EVALUATION CRITERIA -

All proposals submitted in response to this RFQ will be reviewed for responsiveness by the Director of Finance or Designee prior to referral to the evaluation committee. A technical evaluation committee will then evaluate all responsive proposals in accordance with the criteria and points noted below, using a rating scale of 1 to 5. The evaluation committee shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

Stage of Evaluation	Description	Maximum Score
Technical Evaluation	Tab A - Cover Letter	Pass/Fail
	Tab D - Completed Forms/Exhibits	Pass/Fail
	Tab A - Firm Qualifications and Experience	50
	Tab B - Specific Experience and Past Performance	25
	Tab C - Project Approach/Work Plan	15
	Tab E - Certified Minority Business Enterprise	10
Formal Presentation or Informal Interview	Formal Presentations/Informal Interviews	TBD
Optional Extra Points Preferred Qualifications		

Rating Scale:

Each proposal will be scored based on the maximum number of points allocated to each evaluation category. The total score across all categories will not exceed 100 points.

When evaluating responses, reviewers will consider the following performance levels as guidance when awarding points within each category:

1	Far below expectations, a poor response that minimally meets the requirements.
2	Below expectations, a fair response that meets the requirements in an adequate manner. Demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the offeror.
3	Meets expectations, a good response that meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. An average or slightly above average performance with no apparent deficiencies noted.
4	Exceeds expectations, a very good response that provides useful information, while showing experience and knowledge within the category. Proposal is well thought out and addresses all requirements set forth. The offeror provides insight into their expertise, knowledge and understanding of the subject matter.
5	Far exceeds expectations, a superior response that is highly comprehensive, excellent reply that meets all requirements of the areas within that category. Considered to be an excellent standard, demonstrating the offeror's authoritative knowledge and understanding of the project.

B. FORMAL PRESENTATIONS/INFORMAL INTERVIEWS

Formal presentations or informal interviews must be held with no fewer than three of the most qualified firms. After formal presentations and informal interviews are complete, a preliminary notice of award will be issued to the top ranked Proposer(s).

In accordance with Florida Statute 286.0113, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

(b)1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers

questions as part of a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

2. Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

(c)1. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

2. The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. 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 occurs earlier.

C. COMPETITIVE NEGOTIATIONS

After staff recommendation and approval by the Council, the City shall enter negotiations for a contract with the most qualified professional(s). If negotiations are not successful, the originating department shall formally terminate negotiations with the most qualified firm and shall commence negotiations with the second most qualified firm. If negotiations are not successful, the originating department shall formally terminate negotiations with the second most qualified firm and shall commence negotiations with the third most qualified firm. If the City is unable to negotiate a satisfactory contract with any of the selected firms, the City may select additional firms responding to the RFQ in the order of their competence and qualification and continue negotiations in the same manner until an agreement is reached.

VI. POST AWARD INFORMATION

A. CONTRACT TERM

The successful Proposer will receive a contract for 3 years with the option for 2 one-year extensions upon mutual consent.

It is anticipated that a contract would be awarded with a start date of March 9, 2026, through February 28, 2029. Proposer agrees to provide awarded services as specified in the RFQ document for this initial period.

Extensions of the initial term will be based on progress towards meeting program deliverables and outcomes, and continued funding.

Proposer also accepts and agrees that any contract awarded as a result of this RFQ may be terminated if the RFQ award is successfully appealed and the contract subsequently awarded to another Proposer.

B. FUNDING

Contracts may be contingent upon State and/or Federal funds being made available to the City.

VII. GENERAL TERMS AND CONDITIONS

A. PROPOSAL PREPARATION COSTS

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

B. PROPOSAL WITHDRAWAL

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

C. PROPOSAL AMENDMENT

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

D. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

E. NON-WAIVER

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

F. QUALIFICATIONS/INSPECTION

Proposals 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 Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFQ Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

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

H. ASSIGNMENT AND SUBCONTRACTING

1. The Proposer 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 Proposer, if awarded a contract under this RFQ, 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.

I. JOINT VENTURES

All Proposers intending to submit a proposal 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 proposal 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.

J. INDEPENDENT PRICE DETERMINATION

OMITTED

K. RFQ AMENDMENT AND CANCELLATION

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

L. RIGHT OF REJECTION

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

M. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria. The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made because of such discussion, the Proposer shall put such clarifications in writing.

N. AWARD PROCESS

At least three firms must be invited back for formal presentations or informal interviews. Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. If no agreement is successfully reached with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm. Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

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 RFQ and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order. The City may negotiate with the apparent best evaluated Proposer.

O. BACKGROUND CHECKS

By submitting a proposal, Proposer 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 Proposer and in conference with Federal and State Law. Proposer warrants they are in compliance with Florida Statute 166.0442, Proposer 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, Proposer must immediately notify the City.

P. 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 Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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 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 Proposer shall submit their UEI number in their proposal that will be used to verify such status on the federal System for Award Management (SAM).

Q. DISCLOSURE OF PROPOSAL CONTENTS

All Proposers 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.

R. PROPRIETARY INFORMATION

In accordance with Chapter 119, Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the RFQ document, and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals 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 Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 Florida Statutes.

S. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required before commencing work on the contract.

T. 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.

U. 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.

V. FEDERAL, STATE, AND LOCAL LAWS

The successful Proposer 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 Proposer 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 Proposer.

W. 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.

X. 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 RFQ 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 Proposer.

Y. ADDITIONAL PURCHASES

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

Z. 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.

AA. 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, "Local Government Prompt Payment Act".

BB. 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 Proposer. Failure to receive City concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

CC. DEFAULT

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

DD. 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.

EE. 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.

FF. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract

into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

GG. 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.

HH. E-VERIFY

1. 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.
2. 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).
3. 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.
4. 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
5. 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.

II. PROHIBITION AGAINST CONTINGENT FEES

The Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, 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 Proposer, 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.

JJ. PROTESTS

The City encourages Proposers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The City is committed to fostering relationships with its Proposers to encourage an ongoing pursuit to fulfill requirements.

Protest Procedures:

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

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFQ Protest and shall constitute a failure to exhaust administrative remedies.

CONTINUED ON NEXT PAGE

ATTACHMENT #1 – PUBLIC ENTITY CRIMES

**CITY OF CRESTVIEW, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) 26-02-05-PS
Professional Consulting Engineering Services – Continuing Services
Contract**

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, Proposal 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)

_____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

ATTACHMENT #2 – DRUG FREE WORKPLACE

**CITY OF CRESTVIEW, FLORIDA
QUALIFICATIONS (RFQ) 26-02-05-PS
Professional Consulting Engineering Services – Continuing Services
Contract
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, dispensation, 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

Printed Name/Title

Date

ATTACHMENT #3- CONFLICT OF INTEREST STATEMENT

**CITY OF CRESTVIEW, FLORIDA
QUALIFICATIONS (RFQ) 26-02-05-PS
Professional Consulting Engineering Services – Continuing Services
Contract**

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 proposal/offer to RFQ # _____ 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 proposal
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 participating 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.
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 or 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)

ATTACHMENT #4 – LIABILITY & INDEMNIFICATION

**CITY OF CRESTVIEW, FLORIDA
QUALIFICATIONS (RFQ) 26-02-05-PS
Professional Consulting Engineering Services – Continuing Services
Contract**

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

ATTACHMENT #5 ADDENDUM RECEIPT ACKNOWLEDGEMENT

**CITY OF CRESTVIEW, FLORIDA
QUALIFICATIONS (RFQ) 26-02-05-PS
Professional Consulting Engineering Services – Continuing Services
Contract**

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

ATTACHMENT #6 – PUBLIC ACCESS FORM

CITY OF CRESTVIEW, FLORIDA REQUEST FOR QUALIFICATIONS (RFQ) 26-02-05-PS Professional Consulting Engineering Services – Continuing Services Contract

PUBLIC ACCESS FORM

_____, as Proposer, 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.

- 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: Natasha Peacock, City Clerk, (850) 682-1560 Extension 251, 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

ATTACHMENT #7 CERTIFICATION RE: SCRUTINIZED COMPANIES

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, 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 proposals, 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.

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

ATTACHMENT #8 SUBCONTRACTOR PARTICIPATION

☐ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: 26-02-05-PS	
Title: Professional Consulting Engineering Services – Continuing Services Contract		Total Project Amount: \$	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
(MBE) AA	African American	(MBE) NA	Native American
(MBE) A	Asian/Pacific Islander	WBE	Woman-Owned Business Enterprise
(MBE) H	Hispanic	VBE	Veteran-Owned Business Enterprise

When applicable, the Proposer will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Proposed Schedule of Subcontractor Participation**, 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

ATTACHMENT #9 REFERENCES

The Proposer 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 Proposer's performance for the specific requirements listed and is aware the City may be contacting them.

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:

ATTACHMENT #10 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 proposals to:

City of Crestview
198 North Wilson Street
P.O. Box 1209
Crestview, Florida 32536

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

(✓)	Reason
	Proposal 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

ATTACHMENT #11 – MBE CERTIFICATION

This is to certify to the City of Crestview that _____ (Vendor) carried out the following steps in an attempt to obtain MBE/WBE participation in this project (ONE BOX MUST BE CHECKED FOR EACH NUMBER BELOW):

1. ☐ Included qualified minority and women's businesses on solicitation lists, or
☐ No qualified minority and women's businesses were located after making good faith efforts to identify qualified businesses.
2. ☐ Solicited minority and women's businesses whenever they are potential sources, or
☐ No qualified minority and women's businesses were identified as potential sources after making good faith efforts to identify qualified businesses.
3. ☐ Divided total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by minority and women's businesses, or
☐ It was not economically feasible to divide requirements into small tasks or quantities on this project for the following reason(s):

4. ☐ Where feasible, established delivery schedules which will encourage participation by minority and women's businesses, or
☐ It was not feasible to establish alternative delivery schedules for this project for the following reason(s):

5. ☐ Used the services and assistance of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.

The undersigned representative of Vendor hereby certifies that all information provided herein is correct to the best of my knowledge and belief.

Signature Date

Title

[END OF DOCUMENT]



Staff Report

CITY COUNCIL MEETING DATE: March 23, 2026

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Natasha Peacock, City Clerk
DATE: 03/19/2026
SUBJECT: Appointment of PDB Alternate

BACKGROUND:

One PDB member seat is currently vacant. We have received two applications from citizens requesting to serve on the Planning & Development Board.

DISCUSSION:

All members shall be residents of the city and will be appointed by a majority vote of the City Council. The term for each member shall be three years, or until a successor is appointed. Terms of office shall commence on the first day of April of the year in which is appointed. Successors appointed before the completion of a term shall serve only for the remainder of the term for which they are succeeding.

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

Staff respectfully requests a motion to appoint as a PDB alternate.

Attachments

1. Planning Board Applications

Print

Crestview Board and Committee Application - Submission #21878

Date Submitted: 2/24/2026



CITY OF CRESTVIEW

P.O. DRAWER 1209, CRESTVIEW, FLORIDA 32536

Phone # (850) 682-1560 Fax # (850) 682-8077

cityclerk@cityofcrestview.org

City of Crestview

General Application for all Boards and Committees of the City of Crestview

Name

Louis E Rodriquez

Email Address

Address

City

Crestview

State

FL

Zip Code

32536

Phone Number

Fax Number

32536

City Resident?

City Resident

Please advise if you are a Resident of the City of Crestview

City Boards and Committees

- ☒ **Planning and Development Board**
- ☐ **General Employee Retirement Board**
- ☐ **Police/Firefighters Retirement Board**
- ☐ **Mayor's Advisory Council**
- ☐ **Community Redevelopment Board (CRA)**
- ☐ **Crestview Housing Authority (CHA)**
- ☐ **Affordable Housing Advisory**

Please select which board or committee in which you have interest. Please be advised that there may not be a current opening on the ones you select, but your applications will stay on file and you will be contacted should an opening occur.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Narrative

Please give us a short narrative to let us know why you would be a good candidate for the City of Crestview Board or Committee

Electronic Signature

Louis E Rodriquez

Print**Crestview Board and Committee Application - Submission #22082****Date Submitted: 3/10/2026**

CITY OF CRESTVIEW

P.O. DRAWER 1209, CRESTVIEW, FLORIDA 32536

Phone # (850) 682-1560 Fax # (850) 682-8077

cityclerk@cityofcrestview.org

City of Crestview

General Application for all Boards and Committees of the
City of Crestview

Name

Joshua Molyneux

Email Address**Address****City**

Crestview

State

FL

Zip Code

32536

Phone Number**Fax Number****City Resident?**

City Resident

Please advise if you are a Resident of the City of
Crestview

City Boards and Committees

- ☒ **Planning and Development Board**
- ☐ **General Employee Retirement Board**
- ☐ **Police/Firefighters Retirement Board**
- ☒ **Mayor's Advisory Council**
- ☐ **Community Redevelopment Board (CRA)**
- ☐ **Crestview Housing Authority (CHA)**
- ☐ **Affordable Housing Advisory**

Please select which board or committee in which you have interest. Please be advised that there may not be a current opening on the ones you select, but your applications will stay on file and you will be contacted should an opening occur.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Narrative

Working directly with our community's affordable housing program and as a member of the Crestview Charter Review Committee has given me a practical, ground-level understanding of our community's needs. I have seen firsthand how thoughtful planning and development can create stable and accessible municipalities which in turn fosters strong community. These roles have required me to navigate complex regulations, work with diverse stakeholders, and understand the real-world impact that board decisions have on businesses, families, and individuals.

Please give us a short narrative to let us know why you would be a good candidate for the City of Crestview Board or Committee

Electronic Signature

Joshua N. Molyneux



Staff Report

CITY COUNCIL MEETING DATE: March 23, 2026

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director
DATE: 03/19/2026
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 February payment registers as well as the January 30, 2026, Monthly Financial Statement.

Follow this link by clicking on the icon with the arrow for the [February](#) Check Registers.
Follow this link by clicking on the icon with the arrow for the [February](#) Amazon Registers.
Follow this link by clicking on the icon with the arrow for the [January](#) Financial Statement.

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

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

FINANCIAL IMPACT

For informational purposes.

RECOMMENDED ACTION

No action required.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: March 23, 2026

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE:
SUBJECT: City Manager Updates

BACKGROUND:

DISCUSSION:

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

RECOMMENDED ACTION

Staff respectfully requests a motion

Attachments

None