

Bid #: 12-B-040	Due Date: July 25, 2012 at 3:00 PM	Mail Date: June 27, 2012
Wynn Greene Sr. Procurement Analyst II	Respond: Purchasing and Contracting Administration 555 South Washington Avenue Titusville, Florida 32796	
Bid Title/Name: Fire Department Storage Buildings		

**CITY OF TITUSVILLE
FORMAL INVITATION FOR SEALED BID**

PHONE (321) 383-5767

FAX (321) 383-5628

wynn.greene@titusville.com

This is not an order!

Critical Response Data

Name of Company Bidding:
Address:
Notes: 1. Sealed bids will be opened and the names of the firms that submitted bids will be announced in the City of Titusville Council Chamber, City Hall, 555 South Washington Avenue, Titusville, Florida at 3:00 pm on the 25th day of July, 2012. 2. Sealed bids must be submitted on the forms furnished by the City and in accordance with the specifications attached hereto and the list of quantities required and described herein. <u>An original and one copy of the bid package must be submitted in a sealed envelope.</u> 3. This completed form must appear as the top sheet for all bids submitted. 4. SEE ATTACHED SPECIFICATIONS AND LIST OF QUANTITIES DESIRED 5. IT IS THE BIDDER'S RESPONSIBILITY TO ASSURE THAT ALL ITEMS ARE BID
PRE-BID CONFERENCE INFORMATION
July 10, 2012 @ 9:00 A.M. Council Chamber, 2nd Floor of City Hall, 555 S. Washington Avenue, Titusville, FL
PURSUANT TO CITY POLICY FAILURE OF A VENDOR TO ADVISE THE CITY OF BID DISCREPANCIES IN ORDER TO GAIN A COMPETITIVE ADVANTAGE MAY BE GROUNDS FOR A CANCELLATION OF ANY CONTRACT OR PURCHASE ORDER AWARDED UNDER THIS BID.

Total Amount of Bid or Base Bid	
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Bidder's Signature:	Bidder's Title*:
Typed/Print Name:	
Date:	Phone:
Fax:	E-Mail:

***ONLY AUTHORIZED REPRESENTATIVES OF THE BIDDER SHOULD SIGN THIS FORM**

Content Page & Checklist

<u>Page</u>	<u>Description</u>	<u>Received by Initials</u>	<u>Items That Must Be Included With Submittal For Bid to Be Considered</u>
1	Cover Page	_____	COMPLETED FORM
2	Content Page	_____	COMPLETED FORM
3	Notice to Bidders – Statute Change	_____	COMPLETED FORM
4	Instructions/Response	_____	COMPLETED FORM
5	No Bid Form	_____	
6	General Terms & Conditions	_____	
12	Insurance Requirements	_____	INSURANCE CERT.
13	Surety Requirements	_____	INSURANCE CERT.
14	Bidder’s Legal Certification	_____	COMPLETED FORM
15	Questionnaire	_____	COMPLETED FORM
16	Drug Free Workplace Certif.	_____	COMPLETED FORM
17	Public Entity Crimes	_____	COMPLETED FORM
20	Specifications	_____	COMPLETED FORM
21	Price Proposal	_____	COMPLETED FORM
22	Vendor’s Information	_____	COMPLETED FORM
23	Sample Contract	_____	

Addendum/Other

(Please acknowledge receipt of each addendum by listing the addendum number and initialing the entry)

Proof that your firm is licensed to perform this work, proof of insurance, a completed Drug Free Workplace Form and a completed Public Entity Crimes Form must be included with this bid for your bid to be considered.

NOTICE TO BIDDERS

Florida Statute 119.071 provides that sealed bids, proposals or replies received by the agency (City) pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a) Art. 1 of the State Constitution (becoming a public record) until such time as the City provides notice of its intended decision or until 30 days after opening bids, proposals, or final replies, whichever is earlier.

In addition, if the City rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals or replies remain exempt from becoming a public record until such time as the City provides notice of its intended decision concerning the reissued competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal or reply is not exempt for longer than 12 months after the initial City notice rejecting all bids, proposals or replies.

Accordingly all City personnel that have any involvement or dealing related to any City sealed bid or sealed proposal process have been notified not to disclose any information or details of any sealed bid or sealed proposal as provided for above.

Please sign on the line above and include with bid submittal.

CITY OF TITUSVILLE
INSTRUCTIONS/RESPONSE

Bid Name/Title **12-B-040 Fire Department Storage Buildings**

Preparation of Bids

- Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at bidder's risk.
- All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections must be made adjacent to mistake, initialed and dated in ink by the person authorized to sign the bid. A responsible officer or employee of that firm must sign with the firm or company name on all bids. Obligations assumed by such signatures must be fulfilled.
- Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof, on which an entry is required.
- Unit price for each unit bid shall be shown and such price shall include packing in accordance with the general or any special conditions, unless otherwise specified. A total shall be entered into the amount column for each item bid. In case of discrepancy between a unit price and the extended price, the unit price will be presumed to be correct.

Special Items (applicable to this bid only)

- a. _____
- b. _____
- c. _____

Authorized Signature:

Name of Company:

"NO BID" RESPONSE TO INVITATION FOR SEALED BID

If your firm is unable to submit a bid at this time, please provide the information requested in the space provided below and return to:

City of Titusville
Purchasing & Contracting Division
555 South Washington Avenue
Titusville, FL 32796

Attention: Purchasing & Contracting Sr. Procurement Analyst II

We have received Invitation for Bid No. **12-B-040** due on **July 25, 2012 at 3:00 PM.**

Reason for "No Bid" (use company letterhead if necessary).

Would you like to be considered for this type of purchase in the future?

Yes () No ()

By:
Signature:

Name & Title, Typed or Printed

Company Name

Phone Number/Fax

GENERAL TERMS & CONDITIONS

1. **Receipt of Bids - Due Date:** Sealed bids (one original and two copies) shall be submitted to the Purchasing & Contracting Administration office, indicated below, no later than the date and time specified. Bids will not be accepted after the advertised time and date. Bids shall be addressed as follows:

For Delivery:

Purchasing & Contracting Administration
 City of Titusville
 555 S. Washington Avenue, 2nd Floor
 Titusville, FL 32796

Each bid shall be submitted in a sealed envelope prior to the time established for the opening of bids, and the envelope shall be marked with the bid number, title of bid, and bid opening date. If submitted other than by mail, it shall be delivered to the office of the Purchasing & Contracting Administration. Bids submitted by mail must be received in the office of the Purchasing & Contracting Administration by the time specified herein for the bid opening. The City of Titusville will take no responsibility for delay caused by poor mail delivery or miscalculation of delivery by the bidder. Please follow up with the Purchasing Division at (321)383-5767 to ensure delivery has been made.

2. **Submittal of Bids:** Bids shall be submitted in a sealed envelope utilizing the bid form(s) provided herein. All bids shall be properly executed with all applicable blank spaces completed. 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 total amount stated 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 to conform thereto.
3. **Withdrawal of Bids:** Bidders may withdraw a bid after it has been delivered to the purchasing agent any time prior to the stipulated time for opening of the bids.
4. **Pre-Bid Conference:**
 - a. **Mandatory:** Mandatory pre-bid conferences must be attended by all Vendors interested in submitting a bid. Bids submitted by Vendors that did not attend the Mandatory pre-bid conference will not be considered.
 - b. **Non-Mandatory:** Bidders are encouraged to attend to obtain more information concerning this bid.
 Prospective bidders will be invited to attend as designated in the Invitation for Bid Cover Page to inspect the job site and/or to discuss pertinent questions. Any changes to specifications derived from a pre-bid conference will be addressed in the form of an Addendum to all bidders. The type of pre-bid conference (if any) applicable to this project is designated on the cover page.
 If, in the opinion of the City an inspection of the job site is required, a pre-bid conference will be scheduled at the job site as stated above.
5. **Familiarity with Site Conditions:** The responsibility for the determination of accurate measurements, the extent of the work to be performed, and the conditions surrounding the performance thereof shall belong to the bidder. Submission of a bid shall constitute acknowledgment by the bidder that it is familiar with all site and work 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.
6. **Questions Regarding Specifications or Bid Process:**
 To ensure fair consideration for all bidders, the City prohibits communication to or with any department, division, or employee during the bid process, except as provided in paragraphs "a, b, c" below. Additionally, the City prohibits communication initiated by a bidder to the City official or

employee evaluating or considering the bids prior to the time a bid decision has been made. Such communication initiated by a bidder may be grounds for disqualification of the offending bidder from consideration of award for the bid currently in evaluation and/or any future bids.

- a. Any questions relative to interpretation of specifications or the bid process, shall be addressed to the designated agent in Purchasing & Contracting Administration, in writing, in ample time before the period set for the receipt and opening of bids. Inquiries received less than seven (7) days prior to the date set for the receipt of bids may not be given 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, if possible, no later than five (5) days before the date set for receipt of bids. Oral interpretations will not be provided.
 - b. It will be the responsibility of the bidder to contact the Purchasing & Contracting Administration prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda or acknowledgment thereof with the bid.
 - c. Inquiries shall be directed to Ms. Wynn Greene, in the Purchasing & Contracting Administration office at the City of Titusville, 555 S. Washington Ave, Titusville, FL 32796 or by fax (321) 383-5628 or by email to wynn.greene@titusville.com.
7. **Pricing/Shipment Cost:** Unless stipulated otherwise herein, all prices must be firm for the delivery schedule quoted herein. Bids stipulating "price in effect at time of shipment" or other similar conditions will be considered non responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. (Freight on Board) Destination; delivered to any City of Titusville department facility unless otherwise stipulated in the BID invitation or exceptions taken by the Bidder.
8. **Political Subdivision:** Under Florida Law, prices contained in State Term Contracts, State Negotiated Agreement Pricing Schedules (SNAPS), Cooperative Bids, or current bids shall, as a minimum, be made available to the City of Titusville unless otherwise exempted by the terms of this engagement. The City reserves the right to purchase any commodity or service from these said instruments if in the best interest of the City. Conversely, the City may disregard these instruments and purchase through alternate means.
9. **Bidder's Certification Form:**
- a. Each bidder shall complete the "Bidder's Certification" form included with this Invitation for Bid, and submit the form along with the bid.
 - b. The failure of a bidder to submit this form shall be cause for reject of the bid.
 - c. The form must be acknowledged before a Notary Public with a notary seal affixed on the document.
10. **"No Bid" Response Form:** In the event you elect not to bid on this requirement, please complete and return the attached "No Bid" form.
11. **Alternatives/Substitutions to Specifications:** Any alternatives or substitutions to the attached specifications must be clearly delineated, properly marked and submitted with the bid (use separate sheets of paper and make them part of the price quote if necessary.)
12. **Meeting Specifications:** The price you submit must meet or exceed specifications. If it does not, please indicate variances, no matter how slight, and attach your detailed specifications for discrepant item(s) bid. Please note that the inability to meet specifications may result in bid being considered non responsive and thus constitute grounds for disqualification and bid rejection.
13. **Period of Offer Validity:** Prices quoted in the bid must remain valid for a period of ninety (90) days from the date of the bid opening unless otherwise instructed.
14. **Bidder's Signature:** The City requires that when a municipality enters into a contractual agreement with a corporation licensed to do business in the State of Florida; such an agreement will be signed by a corporate official or principal (i.e., President, Vice President, Secretary, Treasurer, or other authorized official, e.g., Executive Director) with the corporate seal affixed. If the aforementioned corporate officers or the corporate seal are not readily available, a letter of authorization from a corporate official or principal may be submitted in lieu thereof. Such letter of authorization must be

on corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such an agreement on behalf of the corporation and must be signed by said corporate officials. Failure to submit letters of authorization within two (2) weeks after notification of award may result in award withdrawal.

In the case of a partnership, the agreement must be signed by the general or managing partner and notarized as outlined above. In the case of a sole proprietorship the owner must sign the agreement and have such execution notarized.

If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing & Contracting Administration office at (321)383-5767, for further clarification. Strict adherence to criteria outlined above is of the utmost importance in the finalization of agreements awarded to successful bidders.

15. **Bidder Qualification:** The City reserves the right to conduct an inspection of the bidder's facility and equipment prior to the award of the agreement. The City will notify you in writing of our intent to conduct an inspection or survey of your facility. Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt services and who maintain the regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays. For the provision of services only (not supplies) – the City will only consider bids from licensed firms which are regularly engaged in the business as described in this bid package; with a satisfactory record performing similar work for a reasonable period of time, but not less than one (1) year, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded an agreement 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.
16. **Legal Requirements:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) to be procured hereby shall be duly observed. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility and abidance. Failure to comply with all applicable legal requirements shall render your bid as non-responsive.
17. **Selection/Rejection of Options:** The City of Titusville reserves the right to select/reject options bid, based on specifications, price or other criteria deemed to be in the best interest of the City.
18. **Bid Tabulation:** Bidders may request copies of the bid tabulation documents in person or by enclosing a stamped, self-addressed envelope with the bid. Bid tabulations will be provided in accordance with Florida Statute 119.071 as stated in the Notice to Bidders on page 3 of this document.
19. **Evaluation of Bid Award:** Award shall be made to the bidder that submits the lowest bid price proposal (Unit Price Bids: The award will be made to the firm that submits the lowest price proposal or aggregate amount resulting from applying the unit price(s) submitted in the bid to the quantity(ies) shown in the price proposal), provided that its bid is both responsive and responsible as determined solely by the City. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms, discounts, and service reputation of the bidder, in determining the most advantageous bid.
20. **Criteria For Award or Rejection of Bids:** A purchase order or contract will be awarded to the lowest, most responsive, and most responsible bidder complying with all the provisions of the Invitation for Bid, provided the bid price is reasonable and it is in the best interest of the City to accept it. The City reserves the right to reject any and all bids and to waive any informality or irregularity in bid received whenever such rejection or waiver is in the City's best interest. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete contracts or purchase orders on time, or a bid of a bidder who upon investigation shows not to be in a financial or other position to properly perform the contract.
In determining responsibility, the following criteria (not prioritized), in addition to price, will be considered by the City:

- a. The ability, capacity, and skill of the bidder to perform the services required.
 - b. Whether the bidder can perform or provide the requirements or provide the services promptly, or within the time specified, without delay or interference.
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
 - d. The quality of performance of previous contracts, purchase orders or services rendered.
 - e. Previous and existing compliance by the bidder with laws and ordinances relating to contracts, purchase orders or services.
 - f. The sufficiency of the financial resources as they relate to the ability of the bidder to perform the contract, purchase order, or provide the service.
 - g. The quality, availability, and adaptability of the supplies or services to the particular use required.
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject matter if required by the bid specifications.
 - i. Whether the bidder is in arrears to the City on a debt or is a defaulter on surety to the City or, whether the bidders' taxes or assessments are delinquent.
 - j. Whether the bidder is in litigation or has caused the City to litigate against it or any of its associates, subsidiaries, etc. at any prior time.
 - k. Such other additional criteria as may be developed for a specific price quote.
21. **Bid Award:** Award will be made within approximately four weeks after the advertised bid opening date. It is incumbent on bidders to contact the Purchasing & Contracting Administration at (321)383-5767, to determine the apparent successful bidder(s). The City's governing body shall consider and award all orders or contracts exceeding \$15,000.
 22. **Execution of the Purchase Order/Contract:** The successful bidder shall, at the City's option, within fifteen (15) calendar days after notification of award is issued by the City of Titusville, enter into a purchase order or contract with the City on forms provided by the City for the performance of work awarded and shall simultaneously provide any required bonds, indemnities, insurance certificates or other required documentation. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.
 23. **Failure to Execute Purchase Order or Contract:** Failure of the successful bidder to accept the contract or purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made; or the City may reject all the bids and rebid. Vendors who default may cause the City to reject future bids.
 24. **Failure to Execute Contract – Bid Guarantee Forfeited:** Should the successful Bidder fail to execute and deliver the contract to the Purchasing & Contracting Administrator within the allotted time, the City at its option may find said bidder no-responsive and deem his bid guarantee as forfeited pursuant to these instructions. Failure of the bidder to execute the Contract may also result in additional sanctions pertaining to the bidding of future Work by the forfeiting bidder.
 25. **Award Dispute Resolution:** Bid award challenges shall be posted in writing with the office of the Purchasing & Contracting Administrator who (as authorized by the City Manager) is the administrative head of the Purchasing & Contracting Administration Division. The Purchasing & Contracting Administrator will gather evidence and discern facts and make a recommendation to the City Manager. The City Manager will present his recommendations to the governing body which will make the final decision on the matter. All decisions of the governing body are final. Pursuant to Florida Statutes, Chapter 120.57, any person who is adversely affected by the City's decision or intended decision shall file a written notice of protest must be filed with Purchasing & Contracting Administration within 72 hours after the posting (electronic or otherwise) of one of the following, whichever occurs first: (i) notice of decision or (ii) bid tabulation stating the intended decision. The nature of protest must be followed within 10 days of filing by a formal written notice fully detailing all elements, which promulgated the protest.

26. **Bid Award Cancellation:** The City reserves the right to withdraw all bid awards at anytime for any reason.
27. **Conflict of Interest:** The award hereunder is subject to all applicable portions of Chapter 112, Florida Statutes. All Bidders must disclose prior to or with their bid the name of any officer or employee, or officer/employee's spouse or child, who is also an officer or employee of the City of Titusville. Further, all Bidders must disclose the name of any City of Titusville officer or employee, or officer/employee's spouse or child who owns, directly or indirectly, or has an interest in one or more of the Bidder's firm(s) or any of its branches.
28. **References:** If required by the bid document, bidders shall submit as a part of the bid package, three (3) account references, with name of account, address, contact person, and telephone number. Governmental references are preferred.
29. **Trade Names:** In cases where an item to be bid is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is indicated in the bid response therein by the bidder. Generally, the reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be deemed acceptable. Bids on other makes and catalogs will be considered provided each bidder clearly states in his bid or proposal exactly what alternative he proposes to furnish and forwards with his bid a cut illustration or other descriptive material which will clearly indicate the character of the article covered in this bid.
- The City reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.
- If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, before the successful award and before manufacturing or shipment the vendor may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such data and specifications are in compliance with the City's requirements.
30. **Right to Audit Records:** The City shall be entitled to audit the books and records of the contractor or subcontractor to the extent that such books and records relate to the performance of the Purchase Order or any supplement to the Purchase Order. Such books and records shall be maintained by the contractor or subcontractor for a period of three (3) years from the date of final payment under the Purchase Order unless a shorter period is otherwise authorized in writing by the City.
31. **Fiscal Year Funding Appropriation:**
- Specified Period: Unless otherwise provided by law, a purchase order 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 purchase order and conditions of renewal or extension, if any, are included in the solicitations and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council.
 - Cancellation Due to Unavailability of Funds in Succeeding Final Periods: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.
32. **Florida Prompt Payment Act/Invoicing and Payment:** Subject to the receipt and acceptance by the City of Titusville of equipment, goods, supplies, products or services provided by vendors, vendors shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice(s) to: Accounts Payable Division, City of Titusville, P.O. Box 2806, Titusville, Florida 32781-2806. 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 Titusville purchase order number.

33. **Discounts:** Bidders may offer a cash discount for prompt payments. Discounts will be computed from the date of satisfactory delivery at place of acceptance and/or from receipt of correct invoice at the office specified whichever is later. Bidders are encouraged to reflect cash discounts in the unit prices bid.
34. **Florida Statutes on Drug-Free Workplace Programs:** In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This form is included with this Invitation for Bid and must be completed and returned with your bid.
35. **Equal Opportunity Employer:** The City is an Equal Employment Opportunity (EEO) employer and as such encourages all contractors or vendors to voluntarily comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed. In addition, the contractor or vendor or anyone under his employ shall comply with all applicable rules, regulations and promulgation's thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. The contractor or vendor shall maintain a working environment free of discrimination or unwelcome actions of a personal nature. Any sub-contracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or vendor shall comply with all new State and Federal EEO Regulations.
36. **Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
37. **Suspension or Rescindment of Bidding Privileges:**

The City of Titusville may rescind bidding privileges of any vendor, contractor, supplier, service provider, or other entity for violation of one or more of the issues listed below.

 - Continued failure to deliver products, services, work in accordance with the terms and conditions of the engagement documentation.
 - Disregard for the prudent use of taxpayer's funds.
 - Causing the City to litigate.
 - Shoddy workmanship.
 - Deliberate attempts to deceive the City.

THE CITY RESERVES THE RIGHT TO MODIFY, REMOVE, ADD CONDITIONS AT ANY TIME TO THESE GENERAL CONDITIONS TO PROTECT ITS BEST INTERESTS.

Insurance Requirements

The following represent the insurance requirements for this bid and are the minimum insurance requirements to be provided by the awarded bidder prior to issuance of the Notice to Proceed:

Commercial general liability coverage on an occurrence basis in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The State shall be named as an Additional Insured.

Automobile liability insurance covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of \$1,000,000, including hired and non-owned liability and \$25,000 medical payment.

Workers' compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from worker's compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation or be a member of a limited liability company owning at least 10% of the company. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain worker's compensation insurance.

The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the City as an additional insured and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. All policies should be underwritten by insurance agencies licensed to do business in the State of Florida and with an A.M. Best rating of no less than A- and with a Financial Size Category of no less than VI.

The insurance coverage enumerated above constitutes the *minimum* requirements and shall in no way lessen or limit the liability of the Bidder/Contractor under the terms of the Contract. Subcontractor's insurance shall be the responsibility of the Bidder/Contractor.

SURETY REQUIREMENTS

The following are the surety and bonding requirements for this bid.

Surety Qualifications: As to companies being rated acceptable to City:

- (a) The Surety shall be rated as “A-” or better as to General Policyholders Rating and Class X or better as to Financial Category by Best’s Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.
- (b) The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (Latest Revision) entitled, “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies”.
- (c) All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that bids may be rejected.
- (d) Limitations: Bonding Limits or Bonding Capacity refer to the limit or amount of Bond acceptable on any one risk. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best’s Key Rating Guide, on any one risk (penalty or amount of any one bond).
- (e) Requirements: Policyholder’s surplus is required to be 10 times the amount of any one bond.

BONDING WILL NOT BE REQUIRED FOR THIS SOLICITATION.

BIDDER'S LEGAL CERTIFICATION

As witnessed by my signature below, I have carefully examined the Invitation for Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed Agreement, and any/all other documents accompanying or made part of this bid 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 agree to abide by all conditions of this bid and understand that the Titusville Law Enforcement Department prior to bid award may conduct a background investigation.
- 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, under oath, 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 any other bidder is 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.

Company Name: _____

By: _____
Signature Name & Title, Typed or Printed

Mailing Address (City, State & Zip Code):

Telephone/Fax Number: _____

State of _____

County of _____

Sworn and subscribed before me this _____ day of _____, 20 _____.

Notary Public

- Personally Known
- Produced I.D. _____

QUESTIONNAIRE

This form is to be utilized to provide general information about your firm/company to the City of Titusville. Please submit this form with your sealed bid.

Name of Company _____ Fed I.D. # _____

City of Titusville Occupation License Number (as applicable): _____

Please answer the following:

- 1. Number of years your firm/company has been in business: _____ years.
2. Is your firm incorporated in the State of Florida? ____ Yes ____ No
3. Number of years your firm/company has provided the type of product/service required by the Invitation for Bid: _____ years.
4. Headquarter address if different from business address _____
5. Names of key employees who will work on this project and their years of experience in the type of service related to work specified in this proposal:

Table with 2 columns: Name and Title, Years of Experience. Rows A, B, C.

Table with 2 columns: References Name/Title, Phone Number. Rows A, B, C.

Please indicate any certifications or licenses held to perform the work on which you are bidding. Use additional pages as needed.

Certification issued by: _____ Exp. Date: _____
License issued by: _____ Exp. Date: _____

Please indicate below the names and addresses of your primary/secondary suppliers for the product covered under this proposal (if applicable.)

Primary

Name: _____ Phone No. _____

Address: _____ Contact: _____

Secondary

Name: _____ Phone No. _____

Address: _____ Contact: _____

Table with 1 row and 2 columns: Name and Title of Person Completing Form, empty space.

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' 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 the first paragraph. (4) In the statement specified in the first paragraph, 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 abuse 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 this section.

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

Vendor's Signature, Title, Date

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____
who, after being first sworn by me, affixed his/her signature in the space provided above on
this _____ day of _____, 20 _____.

____ Personally known Produced I.D. _____

Notary Public

PLEASE COMPLETE AND SUBMIT WITH BID

PUBLIC ENTITY CRIMES

Any person submitting a bid, proposal or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as 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 in Florida 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 with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, PROPOSAL OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, PROPOSAL OR BID.

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 the _____
Bid/Proposal for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by _____ whose business
address is _____ and (if
applicable) its Federal Employer Identification (FEIN) is _____.

3. My name is _____
(please print name of individual signing) and my relationship to the entity named above is
_____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(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, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a 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 record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury 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:
(1) A predecessor or successor of a person convicted of a public entity crime; or
(2) 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 person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been 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 any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts 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 any 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, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (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 the 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 acknowledged before me this _____ day of _____, 20__ by _____, _____ (title) on behalf of _____ . He/she is personally known to me or has produced _____ as identification and did () did not () take an oath.

(Notary Signature)
Name: _____
My Commission Expires: _____
Commission Number: _____

PLEASE COMPLETE AND SUBMIT WITH BID

Fire Department Storage Buildings Specifications

The City wishes to enter into a contract with a licensed firm to furnish, permit and install two (2) storage buildings per the following specifications. Buildings will be installed at the City's Fire Stations located at 627 N. Singleton Avenue and 4715 Barna Avenue. Contractor will provide concrete slab for each of the buildings and the necessary plans to obtain permits.

Minimum Size – 20' x 30' x 15'

Design Loads as required by Florida Building Code 2010 Edition

Garage Door Specifications

Quantity – 1

Electric operated with two (2) remote controls and one (1) wall mount control.

Minimum Size – 15' x 11'

Size Option #1 – 17' x 11'

Size Option #2 – 19' x 11'

Exterior

Maintenance Free

Type of Material – Steel or approved equal

Ridge Vent

Soffit Vent

Exterior Walk in Door – 36" x 80"

Roof Type – Gable - Steel or approved equal

Overhang Minimum – 1 foot

Roof Pitch (minimum) – 4:01

Gable Vents – 2 – 1' x 1'

Aluminum Gutters

Downspouts – 1 on each corner

Interior

Electrical Supply – 220 Volt Service

Lighting – Fluorescent Light Fixtures as needed (manufacturer suggested)

Outlets – Two (2) per wall 120 Volt and One (1) each side 220 Volt

Clearance – Eleven (11) Foot Minimum

Truss Type and Spacing – As required by Designer

Exhaust Fan – 400 CFM (Minimum) with Thermostat Control

Colors

Roof – Light Stone

Walls – Light Stone

Doors – White

Facia – Burnished Slate

If the above colors are not available please submit color samples of similar colors available.

Concrete

Footer – As required by Designer

Floor – As required by Designer

Reinforcing – As required by Designer

Finish – Trowel

THIS IS NOT AN ORDER					
Please quote on the following items.					
Offer shall be for units requested and prices shall remain valid for 90 days for the purpose of evaluation of this solicitation. Prices shall include delivery and installation of specified product at each of the specified locations.					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
627 N. Singleton Avenue					
1	Furnish and install 20' x 30' x 15' storage building with 15' x 11' garage door - per specifications and as required by Florida Bldg Code 2010 Edition	1	EA		
2	Concrete footer and floor per designer requirements and as required by Florida Bldg Code 2010 Edition	1	LS		
4715 Barna Avenue					
3	Furnish and install 20' x 30' x 15' storage building with 15' x 11' garage door per specifications and as required by Florida Bldg Code 2010 Edition	1	EA		
4	Concrete footer and floor per designer requirements and as required by Florida Bldg Code 2010 Edition	1	LS		
TOTAL BASE BID AMOUNT					
Optional Items					
O1	Furnish and install 20' x 30' x 15' storage building with 17' x 11' garage door per specifications and as required by Florida Bldg Code 2010 Edition	1	EA		
O2	Furnish and install 20' x 30' x 15' storage building with 19' x 11' garage door per specifications and as required by Florida Bldg Code 2010 Edition	1	EA		
The City's State Tax Exemption number is 85-80126221699C-3; the FEID number is 59-6000440. Any questions regarding this price quote are to be directed to the attention of the Procurement Analyst stated above at least five (5) days prior to due date.					

THE CITY RESERVES THE RIGHT TO MAKE AN AWARD TO THE FIRM THAT SUBMITS THE LOWEST TOTAL BASE BID OR THE LOWEST AMOUNT RESULTING FROM REPLACING ITEM 1 AND/OR ITEM 3 WITH EITHER OF THE OPTIONAL ITEMS.

BIDDER MUST PROVIDE ALL ASSOCIATED SPEC SHEETS AND WARRANTY DOCUMENTS FOR BUILDINGS AND PRODUCTS SPECIFIED IN BID.

SPECIFY EXPECTED DELIVERY/INSTALLATION FROM RECEIPT OF EXECUTED CONTRACT - _____ DAYS.

RETURN BY DUE DATE – JULY 25, 2012 @ 3:00 PM
TO BUYER: Wynn T. Greene, Sr. Procurement Analyst II
City of Titusville, 555 S. Washington Avenue, Titusville, FL 32781-2806

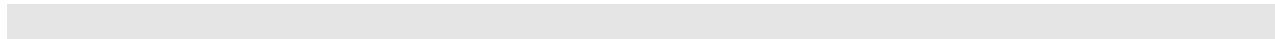
Any questions regarding this bid may be faxed to the attention of the Purchasing & Contracting Administration at 321-383-5628 or emailed to wynn.greene@titusville.com no later than seven (7) days prior to bid opening date.

By signing below, I certify that I have read the attached and agree to its contents.

VENDOR INFORMATION:

COMPANY NAME AND ADDRESS:	PHONE # _____ FAX # _____ E-MAIL _____ FEIN # _____
AUTHORIZED SIGNATURE: _____ PRINTED SIGNATURE: _____ TITLE: _____	
DATE SIGNED:	DATE DUE: JULY 25, 2012 @ 3:00 pm

Proof that your firm is licensed to perform this work, proof of insurance, a completed Drug Free Workplace Form and a completed Public Entity Crimes Form must be included with this bid for your bid to be considered.



**SAMPLE – PLEASE DO NOT COMPLETE
Fire Department Storage Buildings Contract**

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between the City of Titusville, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and _____ located at _____ hereinafter referred to as the ("Contractor"), sets forth that;

WHEREAS, the City desires to engage a Contractor who has special and unique competence and experience in building installation; and

WHEREAS, the Contractor represents that it is duly licensed and it has such competence and experience in providing these services; and

WHEREAS, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and

WHEREAS, at the City Council meeting of _____, the award of this contract was duly considered and awarded to the Contractor; and

WHEREAS, the City and the Contractor desire to reduce to writing their understanding and agreements on such;

IT IS, THEREFORE, AGREED as follows:

1. TERM. This Agreement shall commence on the day it is executed by both parties and the term of the Agreement shall extend until completion of the project.

2. AGREEMENT DOCUMENTS. The Agreement Documents (also called CONTRACT DOCUMENTS) consist of this Agreement, the Bid Documents for Invitation to Bid #12-B-040, attached hereto as Exhibit 1, Contractor's Bid dated _____, attached hereto as Exhibit 2, with all related Documents, Addenda if any, any other documents listed in the Agreement Documents, and written modifications issued after execution of this Agreement, if any.

(a) Intent. The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. These documents establish minimum design standards of quality for this Project. They do not purport to cover any details entering into the design and construction of materials or equipment. The intent of the Agreement Documents is to set forth requirements of performance. It is also intended to include all labor and materials, equipment, tools and transportation necessary for the proper execution of the Work, to require new material and equipment unless otherwise indicated, and to require complete performance of

the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Agreement Documents and reasonably inferable from them as being necessary to produce the intended results.

(b) Entire and Sole Agreement. Except as specifically stated herein, the Agreement Documents constitute the entire agreement between the parties and supersede all other agreements, representations, warranties, statements, promises, and understandings not specifically set forth in the Agreement Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Agreement Documents.

(c) Amendments. The parties may modify this Agreement at any time by written agreement. Neither the Agreement Documents nor any term thereof may be changed, waived, discharged or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

3. ENGAGEMENT OF CONTRACTOR. The City hereby engages the Contractor and the Contractor hereby agrees to perform the installation of storage buildings at two of the City's fire stations located at 627 N. Singleton Avenue and 4715 Barna Avenue in accordance with the Agreement Documents.

4. SCOPE OF WORK AND RELATED DATA. The intent of the Scope of Work, and other Agreement Documents is that the Contractor furnishes all supervision, labor, materials, tools, equipment, transportation, and all other incidentals necessary to design, furnish, deliver and install storage buildings at two of the City's fire stations located at 627 N. Singleton Avenue and 4715 Barna Avenue in accordance with Florida Building Code 2010 Edition, hereinafter referred to as "Work," unless specifically noted otherwise. The Contractor shall do all the work as described in the Contract Documents and all incidental work considered necessary to complete the Work entirely ready for use in a manner acceptable to the City.

Any discrepancies found between the Contract Documents and site conditions, or any errors or omissions in the Contract Documents, shall be immediately reported to the City. The City shall promptly determine the validity and seriousness of the claimed condition and correct any such error or omission in writing, or otherwise direct Contractor. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

Any correction of errors or omissions in the Contract Documents may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by City. Where said correction of errors or omissions, except as provided in the next paragraph below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be negotiated between the parties and must be issued as a written change order before any such additional work is performed or no additional compensation shall be made.

The fact that specific mention of any part of work is omitted in the Contract Documents, whether intentionally or otherwise, when the same are usually and customarily required to complete fully such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said work must be installed or done the same as if called for by the Contract Documents. All work and material usual and necessary to make the Work complete in all its parts, whether or not they are indicated or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by the same. The Contractor will not be allowed to take advantage of any errors or omissions in the Technical Specifications. The City will provide full information when errors or omissions are discovered.

5. COMPENSATION. The City will pay the Contractor for satisfactory work performed at the prices contained herein on page 21 of Contractor's proposal dated _____ attached hereto as Exhibit 2. Total authorized amount \$ _____.00. Payment shall be made for all Work completed by the Contractor during each calendar month which has been accepted by the City and has been properly documented and invoiced for less 10% of the approved invoice amount which is to be retained by the City until all Work has been performed strictly in accordance with this Agreement and until such Work has been fully accepted by the City. Payments shall not be made for Work deemed incomplete or deficient by the City. At the end of each month, the Contractor shall submit an invoice with the supporting documentation of all work completed and accepted by the City for that month to the Finance Department for payment of the approved invoice amount.

Claims. Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before work starts on the changes or revisions. If the Contractor deems that extra compensation is due for work not covered herein, or in a Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra

compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional work requested by the City until the parties execute an appropriate agreement. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as proving the validity of the claim.

6. RELEASES. When it is determined, as a result of a joint inspection of the Work by the Contractor and City that the Work has been completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the City. At that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the work order. Also, from each supplier or subcontractor who has notified the City of his right to file a Claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential Claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

7. PROJECT SCHEDULE. The Contractor shall commence Work to be performed under this Contract upon receipt and as stipulated on the written Notices to Proceed issued by the City's Purchasing and Contracting Administrator. The Contractor shall perform all work under this Agreement in a timely manner within _____ days from the commencement date stipulated in said Notice to Proceed and in full compliance with the contract documents. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

A delay beyond the Contractor's control occasioned by an "Act of God" may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. "Rain day" extensions shall be granted upon written request of the Contractor to the City when the City determines that weather conditions make it counterproductive to work on said days. "Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by serving written notice of suspension to the Contractor. In the event that the Contractor or the City shall become aware of any condition

that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this Paragraph without the City's permission. In the event that the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

8. TERMINATION OF CONTRACT. This Agreement may be terminated by the City with or without cause provided at least five (5) days written notice of such termination shall be given to the Contractor. Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for services rendered prior to the date of termination and for materials ordered prior to the receipt of notice of termination that cannot be returned to the Vendor. Any such materials and any work done by the Contractor shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specifically provided for herein, including but not limited to, loss of anticipated profits, idle equipment, labor, facilities, and claims of subcontractors and vendors.

9. CITY'S PROJECT MANAGER. City shall designate a Project Manager. All work done shall be subject to the review of the City. Any and all technical questions which may arise as to the quality and acceptability of the work performed, or work to be performed, interpretation of Technical Specifications and all technical questions as to the acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

The Work shall be subject at all times to review by the City. Such review may include mill, plant, or shop inspection. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Purchasing and Contracting Administrator.

10. CONTRACTOR'S DUTY. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control

over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all required federal, state and local licenses necessary to perform the Work required under the Contract Documents.

11. PERSONNEL. The Contractor represents that it will secure at its own expense all personnel and sub-Contractors required for services, which are necessary to complete the Work as described in this Agreement. All services under this Agreement shall be performed by the Contractor or sub-Contractor and all persons engaged in work under the Agreement shall be qualified to perform such services and authorized under federal, state and local laws to perform such services. Personnel who perform services under this Agreement shall not be employees of the City.

All workers must have sufficient knowledge, skill and experience to perform properly the work assigned to them. Any worker, including supervisors, employed by the Contractor or subcontractors who, in the opinion of the City does not perform work under this Agreement in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion of the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel executing work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

12. PROTECTION OF PERSONS AND PROPERTY. The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor shall strictly

comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. This Contract requires that the Contractor and any and all subcontractors hired by the Contractor comply with all relevant standards of the Occupational Safety and Health Act. Failure to comply with the Act constitutes a failure to perform. The Contractor agrees to reimburse the City for any fines and/or court costs arising from penalties charged to the City for violations of OSHA committed by the Contractor or any and all subcontractors.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all employees on the Work and all other persons who may be affected thereby; all the work materials and equipment to be incorporated therein, whether in storage on or off the project site, under the care, custody or control of the Contractor or any of his subcontractors; and other property on the project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract work does not impair the proper functioning of these utilities.

The Contractor shall perform any work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City of the emergency as soon as practicable, but shall not wait for instructions before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and maintain all the necessary protective devices in place and in proper condition at all times where Work is being performed to prevent injury to persons or damage to public or private property.

The Contractor shall be held fully responsible for such safety and protection until final written acceptance of the Work.

13. CONTRACTOR'S RESPONSIBILITY FOR WORK. Until acceptance of the Work by the City, the Work shall be under the charge and care of the Contractor, and it shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore and make good, without additional

compensation, all injury or damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

Equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored equipment shall be located so as to facilitate prompt inspection.

14. CLEANING UP. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work. At the completion of the Work, the Contractor shall remove all his rubbish, tools, scaffolding and surplus materials and shall leave its work area "broom clean" or its equivalent, unless more exactly specified, and shall insure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the prosecution of the Work. Final payment will be withheld until such clean up and repairs are completed

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from moneys due the Contractor.

15. SUBCONTRACTS AND ASSIGNABILITY. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. Any sub-contracts or other work which is performed by persons or firms other than the Contractor under this Agreement or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or Contractors required by the Contractor in connection with services covered by this Agreement must be specifically approved by the City.

16. INDEMNIFICATION. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, hold harmless and defend the City of Titusville, its officers agents, officials, representatives and

employees against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal which the City of Titusville, its officers, officials, agents, officials representatives or employees or any other person(s) or business entity(ies) who may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of Contractor, its agent(s), vendors, subcontractor(s), representatives, servants, or employees in the execution, performance or nonperformance or failure to adequately perform Contractor's obligations pursuant to this contract.

17. INTERESTS OF CITY OFFICIALS. No officers, members or employees of the City and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. CERTIFICATION OF RESTRICTIONS ON LOBBYING. The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal 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.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

19. CONFLICT OF INTEREST. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, that no person having any

such interest shall be employed. The Contractor shall not undertake any professional work which conflicts with his duties as the City's Contractor without the prior written consent of the City during the term of this Agreement. Any work where the Contractor can reasonably anticipate that it may be called to testify as a witness against the City in any litigation or administrative proceeding will constitute a conflict of interest under this Agreement.

20. COMPLIANCE WITH LAW. The Contractor expressly agrees to comply with all laws and regulations relating to providing services under this Agreement. The failure of the Contractor to adhere to any law or regulation pertaining to furnishing services under this Agreement shall constitute a material breach of this Agreement.

21. WAIVER. The waiver by the City of any of the Contractor's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the Contractor under this Agreement.

22. PUBLIC ENTITY CRIME. The Contractor shall file a sworn statement with the City which is Attachment I, stating whether a person or affiliate as defined in Section 287.133 (1), Florida Statutes, has been convicted of a public entity crime subsequent to July 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

23. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement 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 Contractor any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this paragraph, the City shall have the right to terminate the Agreement without liability and, at its discretion, deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

24. DRUG-FREE WORKPLACE. The contract documents also consist of the "Drug-Free Workplace Form" which is in accordance with Florida Statute 287.089 and must be signed.

25. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida and venue for any action pursuant to the Agreement Documents shall be in Brevard County, Florida. The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

26. LIQUIDATED DAMAGES. None required for the project under this Agreement.

27. BONDS. None required for the project under this Agreement.

28. CONSTRUING PROVISIONS. This Agreement shall not be construed against the party who drafted the same, as both parties have obtained experts of their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the general terms of this Agreement, the provisions of the latter shall prevail.

29. INSURANCE. The Contractor agrees to carry insurance, of the types and subject to the limits as set forth below and maintain said insurance during the life of this agreement:

- (a) Workers' Compensation - Contractor shall purchase workers' compensation insurance as required by law or prove exemption status.
- (b) Commercial General Liability - Contractor shall purchase Commercial General Liability insurance with a \$1,000,000 combined single limit for each occurrence to include the following coverage: operations, products and completed operations, personal injury, contractual liability covering this Contract, "X-C-U" hazards and property damage in the amount of \$500,000.
- (c) Commercial Auto Liability - Contractor shall purchase Commercial Auto Liability insurance with a combined single limit of at least \$1,000,000.

Further, Contractor shall maintain such insurance as is reasonably required to satisfy its obligations to protect the Work paid for by the City but not yet accepted.

The insurance company selected shall be A- or better per the Best's Key Rating Guide. The Contractor and the insurance company(s) shall agree to furnish the City thirty (30) days written notice of their intent to cancel or terminate said insurance. It is the full responsibility of the contractor to insure that all sub-contractors have full insurance coverage as stated above.

The Contractor shall not commence the Work under this contract until it has obtained all the insurance required under this paragraph and certificates of such insurance have been submitted to the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required has been so obtained and approved by the City. The Contractor shall carry and maintain until acceptance of the Work, insurance as specified herein and in such form as shall protect him and any subcontractor performing work under this Contract, or the City, from all claims and liability for damages for bodily injury, including accidental death, under this Contract, whether by himself or by any subcontractor or by any one directly or indirectly employed by either of them.

The Contractor shall furnish to the City certificates of insurance in duplicate showing proof of insurance, naming the City as an additional insured party, prior to the start of construction as provided in the Contract.

30. GUARANTEE. Contractor warrants all services provided and work performed for a period of not less than one (1) year from the contract completion date. Contract shall provide any related manufacturer warranties.

The making of the final payment by the City to the Contractor shall not relieve the Contractor of any warranty responsibilities.

31. INDEPENDENT CONTRACTOR. Vendor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Consultant's facilities and do not violate any confidentiality requirements of this Agreement. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the City provides training, equipment, materials, or facilities or otherwise facilitate performance of the Work, this shall not affect any of Contractor's duties hereunder or alter Contractor's status as an independent contractor.

32. RIGHT OF THE OWNER TO TERMINATE CONTRACT. If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of his property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract

Document, then the Owner may -- by at least five (5) days prior written notice to the Contractor -- without prejudice to any other rights or remedies of the Owner under the contract, terminate the Contractor's right to proceed with the work. In such event, the Owner may take over the Work and proceed with same to completion -- by Contract or otherwise -- and the Contractor and its Sureties shall be liable to the Owner for any excess cost incurred by the Owner. In such case, the Owner may take possession of and utilize in completing the work, such necessary materials, appliances, and plant as may be on the site of the project. The foregoing provisions are in addition to, and not in limitation of, the rights of the Owner under any other provisions of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated.

CONTRACTOR:

OWNER:

City of Titusville
555 S. Washington Avenue
Titusville, FL 32796

By _____

By _____

Name: _____

Mark K. Ryan, City Manager

Title: _____

Date _____

Date _____

ATTEST

Wanda Wells, City Clerk

APPROVED AS TO FORM:

Richard Broome, City Attorney

Date _____

Staff Review & Preparation:

Jesus M. Vieiro, Purchasing & Contracting Administrator

Date _____

Sean Stauffer, Water Resources Director

Date _____



City of Titusville
 555 South Washington Avenue
 Titusville, Florida 32796
 PH: (321) 385-5797 Fax: (321) 385-5705

Fire Station #10

No.	Revision	Date

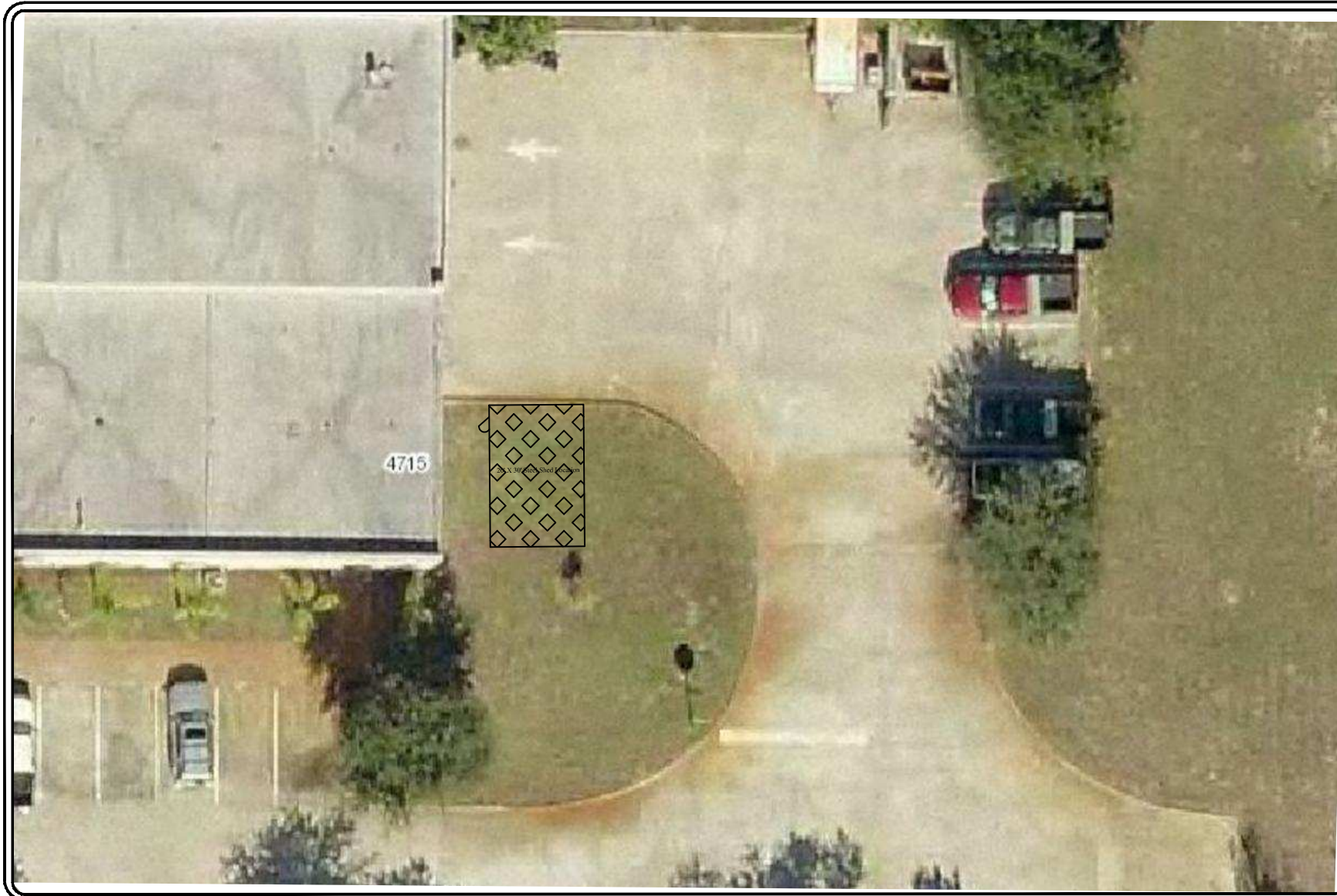
Fire Department
 Storage Buildings

PUBLIC WORKS
 ENGINEERING

April 26, 2012

1" = 20'

S-01



City of Titusville
 555 South Washington Avenue
 Titusville, Florida 32796
 PH: (321) 385-5797 Fax: (321) 385-5705

Fire Station #13

No.	Revision	Date

Fire Department
 Storage Buildings

PUBLIC WORKS
 ENGINEERING

April 26, 2012

1" = 20'

S-02

