

HALIFAX HEALTH MEDICAL CENTER

INVITATION TO BID
#10-17

HALIFAX HEALTH MEDICAL CENTER
HALIFAX HEALTH HPC SUITE 550 RENOVATIONS

BID PACKAGE

BIDS DUE
February 24, 2010 at 1:00 PM
Halifax Health Medical Center Purchasing Department

MANDATORY PRE-BID CONFERENCE
Thursday, February 11, 2010 at 12:30 PM
Halifax Health Medical Center
France Tower Conference Room D
303 N. Clyde Morris Blvd.
Daytona Beach, FL 32114

HALIFAX HEALTH MEDICAL CENTER
303 North Clyde Morris Boulevard
Daytona Beach, Florida 32114

(386) 254-4175

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TABLE OF CONTENTS

Invitation to Bid.....	ii
Bidder's Certification	1
Bidder's Tax Certification.....	2
Instructions to Bidders	3
Bid Proposal Form.....	11
Bid Proposal Form.....	Appendix A

HALIFAX HEALTH MEDICAL CENTER
INVITATION TO BID

THURSDAY, JANUARY 28, 2010

HALIFAX HEALTH MEDICAL CENTER
HPC SUITE 550 RENOVATIONS
Halifax Health Medical Center
303 North Clyde Morris Boulevard
Daytona Beach, FL 32114

HALIFAX HEALTH Medical Center (hereafter known as HHMC), invites you to bid on the anticipated Halifax Health HPC Suite 550 Renovation Project. This project will renovate approximately 5,565 square feet of existing office space, consisting of minor interior wall demolition and reconstruction, interior finish upgrades and new ADA staff restrooms/showers.

A project schedule must be included with each bid response.

Sealed bids will be received at the Purchasing Department Conference Room, Purchasing Department, HHMC, 303 N. Clyde Morris Blvd., Daytona Beach, FL 32114, until 1:00 PM February 24th, 2010, to determine proposals for the anticipated construction of the above named project.

Specifications & construction documents, if not included, may be obtained from Breslin Reproduction Service, 919 North Beach Street, Daytona Beach, FL 32117, Phone # 386-257-1277.

All bid proposals are to be submitted on the bid proposal form provided entitled: "Bid Proposal No. 10-17, for the HALIFAX HEALTH HPC SUITE 550 RENOVATIONS.

Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: "Bid Proposal No. 10-17, for the HALIFAX HEALTH HPC SUITE 550 RENOVATIONS

A pre-bid conference will be held Thursday, 2/11/10 at 12:30 PM in the France Tower Conference Room D, 303 N. Clyde Morris Blvd., Daytona Beach, FL 32114. The pre-bid conference is mandatory. We request interested parties refrain from calling Facility Operations and that all questions and inquiries be made at the pre-bid meeting.

A bid bond in the amount of 10% of the bid price is required with the bid presented. A performance bond will not be required. Sufficient proof of liability and workmen's compensation must be furnished to satisfy the requirements of HHMC.

The successful respondent shall comply with all codes, ordinances, rules, statutes, laws and regulations of the State of Florida Agency for Health Care Administration (AHCA), the City of Daytona Beach, Volusia County, Florida, and the State of Florida as they apply to all construction projects.

HHMC reserves the right to reject any or all bids, to waive any technicality, informality or irregularity in the bids received. HHMC further reserves the right to award the bid to the Lowest Responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of HHMC.

HALIFAX HEALTH MEDICAL CENTER

Tom Beall
Material Manager

BIDDER'S CERTIFICATION
BID #10-17

I/We hereby certify that:

A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.

B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the District which would in any way be construed as unethical practice.

C. I/We comply with all current federal, state and local laws, statutes, rules, and regulations referencing equal opportunity employment practices.

D. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of federal, state and local laws, regulations and policies.

E. I/We will abide by all other federal, state and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME _____

ADDRESS _____

DISTRICT/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____
PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

TELEPHONE (____) _____

STATE OF FLORIDA
BID #10-17

COUNTY OF _____

BIDDER'S TAX CERTIFICATION

_____(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct. Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Florida as result of a delinquency in payment of any tax administered by the Florida Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.

DATED this _____ day of _____, 2009.

By _____
(Bidder's Executing Officer)

(Name of Bidder's Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

Subscribed and sworn to before me this

_____ day of _____, 2009

Notary Public
(SEAL)

HALIFAX HEALTH MEDICAL CENTER

INSTRUCTIONS TO BIDDERS

01. REQUIREMENTS OF BIDDER

The successful Bidder may be required to (a) enter into a contract in writing with HHMC covering matters and things as are set forth in the specifications and the proposal; (b) execute a bond necessary for surety acceptable to HHMC in the amount of one hundred percent (100%) of the full contract price and to be conditioned for the faithful fulfillment of the contract for the payment of all labor and materials used in the work and to include the protection of HHMC from all liens and damages arising out of the work; and (c) carry insurance acceptable to HHMC covering public liability, property damage and workers compensation.

02. ACCEPTANCE OF BIDS

a. HHMC reserves the right to reject any or all bids, to waive any technicality, informality or irregularity in the bid(s) received. HHMC reserves the right to award the bid to the Lowest Responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of HHMC.

b. HHMC will accept one of the proposals or reject all proposals within thirty-five (35) days from the bid opening date, circumstances permitting.

03. RECEIPT OF BIDS

a. It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or bids may be delivered to the Purchasing Department in person. Overnight courier is acceptable provided timely receipt of bids.

b. Any bid received by HHMC after 1:00 PM on February 24, 2010, shall be rejected.

04. COPIES REQUIRED

One original and two copies of the entire bid package should be submitted in order to be considered a legitimate bidder.

05. WITHDRAWAL OF BIDS

Bidders may not withdraw their bid after the bid opening without the approval of HHMC. Requests to withdraw a bid must be in writing and properly signed. Bidders may, however, withdraw their bid at any time prior to the scheduled bid opening. No bid will be opened which is received after the time and date scheduled for the bids to be received.

06. BID DEPOSIT

A bid deposit will be required. The bid bond will be in the amount of ten percent (10%) of the bid. In all cases where a bid surety is required, the surety is to be in the form of a certified check, a bank cashier's check, or bid bond. All bid deposits will be retained by HHMC until a bid award is made, at which time the bid deposit will be promptly returned to the unsuccessful Bidders. The bid deposit of the successful Bidder will be retained until (a) the equipment, goods or services have been received or completed and found to be in compliance with specification, or (b) the

INSTRUCTIONS TO BIDDERS

posting of a bond as outlined in item 1 of these instructions.

07. HHMC'S AGENT

HHMC, or its delegate, shall represent and act for HHMC in all matters pertaining to the bid proposal and contract in conjunction thereto.

08. INVESTIGATION

It shall be the responsibility of the bidders to make any and all investigations necessary to become thoroughly informed of what is required and specified in the bid. No plea of ignorance by the bidders of conditions that exist or may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of HHMC of the compensation to the bidder.

09. BIDDER CAPABILITY

HHMC reserves the right to require of the bidder proof of his/her capability to perform as required by the specifications. However, prequalification of the bidder shall not be required.

10. ALTERNATE BIDS

The specifications are prepared to describe the goods and/or service, which HHMC deemed to be in the best interest to meet its performance requirements. Bidders desiring to submit a bid on items which deviate from the stated specifications, but which they believe to be equal, may do so, but all specification deviations must be clearly stated on the form provided in the bid proposal package. HHMC reserves the right to rule upon specification deviation in a manner as best befits the needs of HHMC. If a bidder wishes to submit more than one bid, each bid, after the first, is to be considered an **alternate**. THESE BIDS MUST BE PLACED IN SEPARATE ENVELOPES. THE ENVELOPE AND THE BID PROPOSAL PAGE MUST BE PLAINLY MARKED "ALTERNATE BID".

11. BID AWARD

Except as otherwise may be stated in the Specifications, bid award shall be made to the lowest responsible Bidder meeting the requirements and/or intent of the specifications at the net delivered price(s) shown and best responding to the needs of HHMC, in HHMC'S sole discretion. However, if the bidder modifies limits, restricts or subjects his bid proposal to conditions that would change the requirements of the specifications, this would be considered a conditional or qualified bid proposal and will not be accepted.

12. PRICES

a. Unit prices shall be shown for each unit on which there is a bid, and shall include all packing, crating, freight and shipping charges to destination unless otherwise stated in the bid proposal.

b. Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (Any alteration must be initialed in ink by the party signing the bid or his authorized representative.)

INSTRUCTIONS TO BIDDERS

13. DISCOUNTS

Cash discounts for payment within thirty (30) days or more may be considered in awarding the bid. Discounts of less than thirty (30) days will not be considered in the bid evaluation. Where the net bid is equal to a bid with the cash discount deducted, the award shall be made to the net bid. Discounts will be figured from the date of receipt of a proper invoice.

14. TRADES

Whenever vehicles and/or equipment are offered for trade, if, in the opinion of HHMC, the price(s) offered is considered by HHMC to be too low, HHMC reserves the right to withdraw all or any one of said vehicles and/or equipment and adjust as the final bid offer the difference.

15. TAXES

HHMC is exempt, by law, from paying State of Florida Sales Tax, State of Florida Use Tax and Federal Excise Tax upon HHMC works and purchases. HHMC'S Sales Tax Exemption Number is 74-06-057647-52C. All purchases of materials for the Project shall be made by and in the name of HHMC using its Sales Tax Exemption Number.

16. DEFAULT

In case of default by successful Bidder, HHMC will procure articles or service from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

17. CANCELLATION

HHMC reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of HHMC, fires or floods.

18. SIGNATURES

Each bid must be signed by the Bidder with his/her usual signature. Bids by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

19. SPECIAL CONDITIONS

Wherever special conditions are written into the Specifications, which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in Specifications shall take precedence.

20. PERMITS AND LICENSES

The successful Bidder shall obtain, at its own expense, all permits and licenses, which may be required to complete the contract.

INSTRUCTIONS TO BIDDERS

21. PATENTS

The successful Bidder agrees to indemnify, protect, defend, and save HHMC and its Board of Directors, officers and employees, harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction, presentation or form a part of the work covered by the contract.

22. SAMPLES

Samples of items, when required, must be submitted within the time specified and at no expense to HHMC; and if not destroyed in testing, they will be returned at the Bidder's request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of HHMC.

23. DEMONSTRATIONS

Bidders are required, if requested to do so, to effect a demonstration of the item(s) being bid if HHMC feels it has insufficient knowledge of the item's operations or performance capability. Such demonstration must be at a site, which is most convenient and agreeable to the effected HHMC personnel.

24. REFERENCES

Sufficient references of all like public and/or private agencies must be presented on a separate sheet and attached to this proposal. Listing must include company name, contact person, telephone number and date purchased.

25. DATA

Complete and detailed brochures and specifications for vehicles equipment, materials, goods, supplies and/or services to be furnished must be included with each proposal.

26. SEQUENCE

The **bid proposal form(s) shall be the top (1st) sheet(s) of the bid proposal package** returned to HHMC for consideration. All other sheets and/or documentation shall follow.

27. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall at all times observe and comply with all federal, state, municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the work, and with all federal, state and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless HHMC and all its Board of Directors, officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

28. PATENTED DEVICES, MATERIALS, AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all

INSTRUCTIONS TO BIDDERS

royalties and costs arising in the work. It is the intent that whenever the Bidder is required or desires to use any design, device, material, or process covered by letters or patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Bidder in all cases shall indemnify and save harmless HHMC from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless HHMC for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the work.

29. PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the work herein provided for, and it is therefore particularly and specifically agreed that the Bidder except as otherwise herein provided, shall do the work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the work, the same to be restored to as good condition as the same existed at the time of the commencement of any such work or relocation. It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the work and upon completion of such work by them done, said owners may render bills to the Bidder for the cost and expenses thereof which bills shall be paid by the Bidder without extra compensation therefore from the District, upon demand by said owners, or upon demand made by the District upon the Bidder for the payment thereof. The Bidder shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of the manifest document on file with the Facilities Director, identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This document must be maintained by the Bidder for three (3) years.

INSTRUCTIONS TO BIDDERS

30. RESPONSIBILITY FOR DAMAGE CLAIMS

The successful Bidder shall provide all insurance necessary to protect and save harmless HHMC and its Board of Directors, officers and employees. Said insurance shall include contractual liability equal to the following indemnification and hold harmless agreement:

“The Bidder agrees to indemnify and save harmless HHMC, its Board of Directors, officers, agents and employees from and against all loss and expenses (including costs and attorneys’ fees) by reason of liability imposed by law upon HHMC for damages because of bodily injury, including death at any time resulting there from sustained by any person or persons on or account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property be due to the negligence of the Bidder, his Subcontractors or HHMC.”

The Bidder agrees to purchase a policy of insurance, which shall include HHMC as an additional insured or provide separate coverage for HHMC with an owner’s protective policy. The minimum amounts of insurance shall be as follows, except that no restrictions on occurrence limits will be permitted:

Bodily Injury, Liability, Property Damage Liability
Each Occurrence/Each Occurrence/Aggregate
\$1,500,000/\$250,000/\$1,500,000

All such insurance must include an endorsement whereby the insurer agrees to notify HHMC at least thirty (30) days prior to non-renewal, reduction or cancellation. The bidder shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

31. WORKERS COMPENSATION ACT

The Bidder further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Florida that is or may be in force in the State.

Such insurance shall be placed by said Bidder in a company or association (to be approved by HHMC and to be accepted by the Board of Directors thereof) authorized under the laws of the State of Florida to insure the liability above specified.

Said Bidder hereby further agrees to indemnify, keep and save harmless HHMC from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney’s fees which may in any way come against HHMC by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the work provided for in the contract, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action or proceeding on account of any or all of

INSTRUCTIONS TO BIDDERS

the foregoing shall defend the same for and on behalf of HHMC and indemnify HHMC therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way so shall HHMC be considered a joint employer of same under any circumstance.

32. SUBLETTING OR ASSIGNMENT OF WORK

If the Bidder sublets the whole or any part of the work to be done under the contract, with or without the written consent of HHMC, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the Engineer shall be with the Bidder; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the Engineer or his duly authorized representatives, or shall furnish any unsatisfactory work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the Engineer, the bidder shall require said party or parties in default to discontinue work under the contract. Said work shall be corrected or made good and shall be continued and completed by the said Bidder or by such other party or parties as are approved by the Engineer, in the manner and subject to all of the requirements specified in the contract.

33. PROSECUTION OF WORK

The Bidder shall begin the work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the contract. The Bidder shall solely be fully responsible for complying with State and local prevailing wage requirements in accordance with the Bidders Certification, and for all wage rate and hour regulations and applications.

34. GUARANTEE AND MAINTENANCE OF WORK

The Bidder shall guarantee the work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the work by HHMC, and the Bidder shall maintain said work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Board of Directors, may be necessary to ensure the delivery of the work to HHMC in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

SWORN STATEMENT UNDER SECTION 287.133 FLORIDA STATUTES OF PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a

Public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted list.

**HALIFAX HEALTH MEDICAL CENTER
BID PROPOSAL FORM
BID #10-17**

**HALIFAX HEALTH MEDICAL CENTER
HPC SUITE 550 RENOVATIONS**

I/We propose to furnish the work described below at the following delivered price:
(A Schedule of Values must be included with the bid response)

☐ Contractor shall be responsible for any repair needed to the facility as a result of damages caused by trucks going outside designated routes

☐ Assume work to begin in _____ if possible, even if no actual construction is begun until _____. Contractor expected to work on project in _____ as long as weather permits

The Contractor agrees to:

- A. Hold this bid open to acceptance for sixty days from the bid due date
- B. Accomplish the work in accordance with the Bid Documents
- C. Complete the work within a detailed schedule submitted to HHMC by the successful bidder, for review and approval.

BID SUBMITTED BY

COMPANY _____

HALIFAX HEALTH MEDICAL CENTER HPC SUITE 550 RENOVATIONS

COMPANY

**APPENDIX A
HALIFAX HEALTH MEDICAL CENTER
BID PROPOSAL FORM**

HALIFAX HEALTH MEDICAL CENTER
HPC SUITE 550 RENOVATIONS

BID SUBMITTED BY:

COMPANY _____

ADDRESS _____

DISTRICT, STATE, ZIP _____

PREPARER'S NAME _____

Please Type

CONTRACT PERSON _____

Please Type

AUTHORIZED SIGNATURE _____

Title

PHONE #(____) _____ FAX #(____) _____ DATE: _____