

CITY OF BUNNELL



INVITATION TO BID NO. ITB-04-0-2018 HURRICAN LOSS MITIGATION PROGRAM (HLMP)

NOTICE IS HEREBY GIVEN THAT THE CITY OF BUNNELL IS ISSUING THIS INVITATION TO BID(ITB) TO SOLICIT COMPETITIVE SEALED BIDS FROM CONTRACTORS THAT ARE INTERESTED IN PROVIDING THE LABOR, MATERIALS, TOOLS AND EQUIPMENT NECESSARY FOR THE CITY OF BUNNELL HURRICANE LOSS CONSTRUCTION MITIGATION PROGRAM (HLMP) RESIDENTIAL RETORFIT IMPROVEMENTS FOR SIX (6) HOMES LOCATED IN THE CITY OF BUNNELL.

IT IS THE INTENT AND PURPOSE OF THE CITY OF BUNNELL THAT THIS INVITATION TO BID PROMOTES COMPETITIVE SELECTION. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE FINANCE DIRECTOR IF AN LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATION THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS ITB.

NOTICE SHALL BE POSTED IN THE LOCAL NEWSPAPER, CITY OF BUNNELL WEBSITE AND LISTED ON DEMAND STAR. ALL BIDS ARE SOLICITED AND SHALL BE MADE PURSUANT TO ORDINANCE 2012-07, AND ALL BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PROVISIONS THEREOF. ORDINANCE 2012-07 IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BUNNELL, 201 WEST EAST MOODY BLVD., BUNNELL, FL 32110. YOU ARE HEREBY INVITED TO SUBMIT A SEALED PROPOSAL TO PROVIDE ALL INFORMATION REQUESTED IN THE ATTACHED SPECIFICATIONS TO THE CITY CLERK, BUNNELL, FLORIDA.

SUBMIT BIDS TO: KRISTEN BATES – CITY CLERK

MAILING ADDRESS:
Bunnell City Clerk
P. O. Box 756

WALK-IN DELIVERY ADDRESS:
Bunnell City Clerk
201 West Moody Blvd.

TIMETABLE:

Date of Distribution:	04/18/2018
Pre-Bid Meeting (non-mandatory)	4/24/2018 9:00 am
Last Date of Inquiries:	04/24/2018 3:00 pm

LOCATION: MUNICIPAL COMPLEX, 201 W Moody Blvd., Bunnell, Florida 32110

BIDS DUE BY: FRIDAY MAY 02, 2018 AT 2:00 PM EST after which time they will be publicly opened and read aloud.

Bidders must indicate on the sealed envelope the following:

- A. Title of Proposal – Residential Construction Mitigation Program (RCMP)
- B. Invitation to Bid Number – ITB-04-0-2018
- C. Hour and Date of Opening – 2:00 pm 5/02/2018
- D. Name of Bidder 1

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SECTION 1 –INSTRUCTIONS TO BIDDERS

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from contractors that are interested in providing the labor, materials, tools and equipment necessary for the City of Bunnell Hurricane Loss Mitigation Program (HLMP) retrofit improvements for six (6) homes located in the City.

It is the intent and purpose of the City of Bunnell that this Invitation to Bid promotes competitive selection. It shall be the bidder’s responsibility to advise the Finance Department if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

TIMETABLE

Date of Distribution:	Wednesday, April 18, 2018
Pre-Bid Meeting (NON-MANDATORY):	Tuesday, April 24 18, 2018, 9:00am
Last Date of Inquiries:	Tuesday, April 24, 2018 by 3:00pm
Bids Due:	Wednesday, May 02, 2018 at 2:00pm

PRE-BID MEETING – A **non-mandatory** pre-bid meeting will be held on Tuesday, **April 24, 2018, 9:00am** in the City of Bunnell, City Hall, Commission Chambers, 201 W. Moody Blvd. Bunnell, Florida, 32110. The Pre-Bid Meeting will offer potential bidders the opportunity to ask questions and discuss the project directly with staff.

QUESTIONS REGARDING THIS ITB – All questions or concerns regarding this Invitation to Bid (ITB) must be submitted **in writing**, to the Finance Director. Questions may be emailed to araslowkysgurnee@bunnellcity.us referencing the ITB number ITB-04-0-2018 in the subject line.

Bidders shall not direct any queries or statements concerning their bid to the City staff, City staff and/or Evaluation Committee during the selection process, from the time of submission of a bid until recommendation of award. Any Bidder who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

ADDENDA OF THE INVITATION TO BID – When appropriate, the Finance Director will issue an addendum to the ITB. Addenda information will be posted on-line at the City of Bunnell website www.bunnellcity.us and Demand Star www.demandstar.com. No oral interpretation of this ITB shall be considered binding. The City shall be bound by information and statements only when such statements are written and executed under the authority of the Finance Director.

It shall be the responsibility of the Bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating them into their bid.

The failure of bidders to submit acknowledgement of any addenda that affects the ITB price(s) is considered a major irregularity and will be cause for rejection of the bid..

The City of Bunnell Commissioners reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Bunnell. No Bidder or other third party does not gain any rights by virtue of this provision or the application thereof, nor shall any bidder or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS – It is the Bidder’s responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidders must contact the Finance Director, email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MEETING SPECIFICATIONS – If you are taking exception, indicate those exceptions as stated on the Bidder’s Certification Form.

CORRECTION OF BIDS – Correction of inadvertently erroneous bids shall be permitted up to the time of opening. Bidders shall not be allowed to modify their bids after the opening time and date.

WITHDRAWAL OF BIDS – Bids may be withdrawn by written request at any time prior to bid opening by the Bidder. Negligence on the part of the Bidder in preparing the bid confers no right of withdrawal or modification after the bid has been opened, at the appointed time and place by the City of Bunnell. Any such withdrawn bid shall not be resubmitted.

SUBMISSION OF BIDS – Firms or companies desiring to provide services, as described herein shall submit sealed bids including one original copy, five (5) identical paper copies, and one (1) electronic copy in pdf format on USB or CD.

Bids must be submitted in a sealed envelope with the bid number, title, name of bidder, and opening date clearly displayed on the outside of the sealed envelope.

All bids must be delivered to the City of Bunnell, Kristen Bates, City Clerk, City Hall, 201 West Moody Blvd., Bunnell, Florida 32110 or by mail to Kristen Bates, City Clerk, P.O. Box 756, Bunnell, Florida 32110 **no later than the specified date and time.**

Any bid received after the specified date and time will not be accepted. The time/date stamp in the Finance Department shall serve as the official authority to determine lateness of any bid.

OPENING OF BIDS – Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Finance Department for the premature opening of a bid not properly addressed and identified.

DELAYS: The City of Bunnell, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will post notification of any and all changes in scheduled due dates on-line at the City of Bunnell Website www.bunnellcity.us and Demand Star www.demandstar.com.

DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID – Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- (a) Proper submittal of ALL documentation as required by this bid. (Responsive)
- (b) The greatest benefits to the City of Bunnell as it pertains to: (Responsible)
 - 1. Cost
 - 2. Delivery
 - 3. Past Performance
 - 4. Specifications/Scope of Work
 - 5. Financial Stability

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the most responsive, responsible, bidder whose bid represents the best overall value to the City when considering all evaluation factors.

REJECTION/DISQUALIFICATION OF BIDS – The City reserves the right to reject any and/or all bids when such rejection is in the best interest of the City and/or the following reasons:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
- (f) Other reasons deemed appropriate by the City Commissioners

NO LOBBYING – All Bidders are hereby placed on notice that the City of Bunnell Commissioners, City Employees/Staff, Members of the Evaluation Committee (with the exception of the City of Bunnell, Finance Director who is designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Bidders and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they

intend to submit or have submitted bids for this project. Any Bidder contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

AWARD – The City reserves the right to award the contract to the bidder(s) that the City deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation. The City is therefore not bound to accept a bid based only on lowest price. Review of submissions will require approval of award by the State of Florida Division of Emergency Management prior to the City making a recommendation of award.

In addition, the City has the sole discretion and reserves the right to cancel this Bid, to reject any/all bids in part or in whole, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so. Nothing prohibits the City from rejecting / rebidding when responses exceed budget and the City must change the solicitation to lower costs. **The City also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified,** if deemed to be in the City's best interest.

Bunnell City Commissioners will award this bid at one of their regularly scheduled meetings and that date will be posted to the City's website upon recommendation of award.

RIGHT TO PROTEST – Any Bidder affected adversely by an intended decision with respect to the award of any ITB shall file, with the Finance Director, a written notice of intent to file a protest in accordance with the City of Bunnell Purchasing Policy.

Failure to follow the protest procedure requirements within the time frames prescribed herein as established by City of Bunnell shall constitute a waiver of your protest and resulting claims.

OWNERSHIP OF DOCUMENTS – All documents resulting from this project will become the sole property of the City of Bunnell. The Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Bidder upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

COST OF PREPARATION - Costs of preparation of a response to this ITB are solely those of the Bidder. The City assumes no responsibility for any such costs incurred by the Bidder. The Bidder also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

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SECTION 2 – TERMS AND CONDITIONS

GOVERNING LAWS/RULES/REGULATIONS – All Bidders shall hold all State, Federal, and City licenses required to perform the scope of work as described within the ITB documents. The Bidder shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and City.

RESERVATION OF RIGHTS – The City reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified Bidder if the successful Bidders do not execute a contract within thirty (30) days after approval of the selection by the City Commissioners.

City of Bunnell reserves the right, and the City Manager has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the City Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the City of Bunnell. City of Bunnell reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

UNIFORM COMMERCIAL CODE (APPLICABLE ONLY FOR THE PURCHASE OF GOODS) – The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded bidder/contractor and the City of Bunnell for any terms and conditions not specifically stated in this Invitation for Bid.

PRICE/DELIVERY – Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing modifying or “escalator” clauses will not be considered unless specifically requested in the bid specifications.

“Acceptance” as herein used means the acceptance by City of Bunnell City Manager or Finance Director, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be made during the normal working hours of the City. Time is of the essence and the bidder’s delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the City reserves the right to **CANCEL** the order or contract and make the purchase elsewhere. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

FEDERAL AND STATE TAX – City of Bunnell is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Finance Department will provide an exemption certificate to the successful bidders. Vendors or contractors doing business with City of Bunnell City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any vendor/contractor be authorized to use the City’s Tax Exemption Number in securing such materials.

AVAILABILITY OF PERSONNEL – Personnel described in the bid shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Bidder, and not employees or agents of the City of Bunnell.

ASSIGNMENT OF CONTRACT – The selected Bidder may not make any assignments of their obligations resulting from this ITB without the prior written authorization of the City of Bunnell.

NON-EXCLUSIVITY OF CONTRACT – The selected Bidder understands and agrees that any resulting contractual relationship is non-exclusive and City of Bunnell reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City.

CANCELLATION – The contract with the successful Bidder may be terminated by the City without cause by giving a minimum of thirty

(30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The City may terminate the contract at any time as a result of the Contractor's failure to perform in accordance with these specifications and applicable contract. The City may retain/withhold payment for nonperformance if deemed appropriate to do so by the City.

AGREEMENT – The selected Bidder shall be expected to execute an agreement containing the terms and conditions herein. Any exceptions to the terms and conditions contained herein must be identified and agreed upon as outlined herein before consideration of proposal.

This Invitation for Bid shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Seventh Circuit Court in Flagler County, Florida for the City of Bunnell.

FLORIDA PROMPT PAYMENT ACT – Payments shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

AVAILABILITY OF FUNDS – City of Bunnell is obligated only to the extent that funds are included in the City's fiscal year budget. Should the City not include funds for this expense the Contract is null and void.

ADDITIONAL REQUIREMENTS – The City reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the City as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

NON-PERFORMANCE – Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources.

PATENT/COPYRIGHT/TRADE SECRET (INDEMNIFY, DEFEND, HOLD HARMLESS) - The Bidder shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The Bidder shall indemnify, hold harmless, and defend the City of Bunnell Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Bidder while providing services under this agreement.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Bunnell cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall, at all times, be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Bunnell in connection with all Proposers' response shall be deemed public records subject to public inspection upon award, recommendation of award, or 10 days after bid/proposal opening, whichever occurs first. Section 119.071, F.S.

FINANCIAL ABILITY – Every Bidder may be required to demonstrate financial stability as evaluated at the sole discretion of the City of Bunnell.

BINDING OFFER – A Bidder's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of a bid shall be taken as prima facie evidence that the Bidder has familiarized itself with the contents of this ITB.

BID FORMS – All bid proposals must be submitted on our standard Invitation for Bids Form. Bid proposals on vendor quotation forms will not be accepted.

NO BID – Where more than one item is listed, any items not bid upon must be indicated "NO BID".

MISTAKES – In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

AUDITABLE RECORDS – The awarded Bidder shall establish and maintain a reasonable accounting system, which enables ready identification of Bidder’s cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all fees for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The City or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Bidder or its sub-consultants as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Consultant’s place of business. This right to audit shall include the Bidder’s subcontractors used to procure goods or services under the contract with the City. Awarded Bidder shall ensure the City has these same rights with subcontractor(s) and suppliers.

LIABILITY: The vendor shall hold and save the City of Bunnell, its officers, agents, and employees harmless against claims by third parties resulting from the vendor’s or supplier’s breach of contract or negligence, including all attorney’s fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

DRUG-FREE WORKPLACE CERTIFICATION – By submitting a bid in response to this ITB you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

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 or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposals 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 vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or Proposal 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

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION – The award hereunder is subject to Chapter 112, Florida Statutes. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Bunnell. Further, all Bidders must disclose the name of any City of Bunnell employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidder’s firm or any of its branches.

The Bidder shall certify that he/she has not, either directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the ITB and that the Bidder is not financially interested in, or otherwise affiliated in a business way with any other Bidder on the same land or improvements.

EQUAL EMPLOYMENT OPPORTUNITY: Title VII of the Civil Rights Act of 1964 protects individuals against employment discrimination based on race and color as well as national origin, sex, or religion.

CODE ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES: Pursuant to Florida Statutes, any Public Officer or Employee of the City of Bunnell will abide by all ethical requirements as outlined in Chapter 112, Part III.

AMERICANS WITH DISABILITIES ACT (ADA) – If you need special services provided for under the Americans with Disabilities Act, contact the Finance Director at 386-437-7500 at least 48 hours before the scheduled event.

LITERATURE (if applicable) – If no particular brand, model or make is specified, Bidders shall submit with the ITB two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

LICENSES (if applicable) – The Contractor shall be responsible for obtaining and maintaining city occupational license and any licenses required pursuant to the laws of the City of Bunnell, Flagler County, or the State of Florida. In furnishing the service or product to the City, the vendor shall comply with all federal, state, county and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, and proposal or quote.

BRAND NAME OR EQUALS/DEVIATIONS – Unless otherwise specified, the mention of a particular manufacturer’s brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate product or service is or is not equal shall be made solely by City of Bunnell and such determination shall be final and binding upon all bidders. The City of Bunnell reserves the right to request and review additional information to make such a determination.

Although the City of Bunnell provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the City. Such award may not necessarily be given to the lowest bid offered.

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a “Brand Name or Equal” requirement, deviations from the specifications will only be considered if requested in writing **prior** to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an addendum to the IFB. Any goods or services that are not in compliance with the specifications will not be accepted.

COPIES – Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with City of Bunnell’s fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

PROPRIETARY/RESTRICTIVE SPECIFICATIONS – Prospective bidders, who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Finance Director receipt of this Invitation for Bids and prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

VENDOR ASSISTANCE WITH SPECIFICATIONS – Any prospective bidder which assisted the City in developing or writing the specifications contained herein are requested to so note such on the bid proposal page of their bid response.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION – By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- (a) The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- (c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

SUCCESSORS AND ASSIGNS – The City and the vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the vendor.

EMPLOYEES OF THE CONTRACTOR – All work under this contract shall be performed in a professional and skillful manner. The City may require, in writing, that the contractor removes from this contract any employee the City deems incompetent, careless, or otherwise objectionable.

ALIEN WORKERS – The City of Bunnell City does not award publicly funded Contracts to those who knowingly employ unauthorized alien workers in violation of section 274A of the Immigration and Naturalization Act. 8 United States Code §132a. Such employment

deprives legal workers of job opportunities. Violation of section 274A shall be grounds for unilateral cancellation of the Contract, Agreement, Bid or Quote for purchase of services and goods by the City of Bunnell.

E-VERIFY – The Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.

INSURANCE REQUIRED – Before execution of the contract by the City and commencement of the operations and/or services to be provided, and during the duration of the contract, the vendor shall file with the City current certificates of all required insurance on forms acceptable to the City, which shall include the following provisions:

The Responder shall procure and maintain, at its sole expense during the life of the engagement, insurance of the types and the minimum amounts stated below.

<u>Type</u>	<u>Amount</u>
Professional Liability/Errors & Omissions	\$1,000,000
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

B. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the City Commission. Prior to commencing any work under the engagement letter, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the City.

C. The insurance shall provide that no material alteration or cancellation, including non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City; provided, however, that for the professional liability insurance, in lieu of the foregoing requirement, the City in its sole discretion, may agree to accept notice of such material alteration or cancellation from the Responder.

D. The insurance procured for the Responder shall name the City of Bunnell as an additional insured on the comprehensive general liability.

E. insurance carrier(s) must have a minimum financial rating of A-.

TERMINATION

(a) Termination for Default:

The City may, by written notice to the (vendor/contractor/consultant), terminate this contract for default in whole or in part (delivery orders, if applicable) if the (vendor/contractor/consultant) fails to:

1. provide products or services that comply with the specifications herein or fails to meet the City’s performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract

Prior to termination for default, the City will provide adequate written notice to the (vendor/contractor/consultant) through the Finance Department, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. The contractor and its sureties (if any) shall be liable for any damage to the City resulting from the Contractor’s default of the contract. This liability includes any increased costs incurred by the City in completing contract performance.

In the event of termination by the City for any cause, the vendor will have, in no event, any claim against the City for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the City the vendor shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the City.
4. Continue and complete all parts of that work that have not been terminated.

If the (vendor's/contractor's/consultant's) failure to perform the contract arises from causes beyond the control and without the fault or negligence of the (vendor/contractor/consultant), the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

(b) Termination for Convenience:

The City, by written notice, may terminate this contract, in whole or in part, when it is in the City's interest. If this contract is terminated, the City shall be liable only for goods or services delivered and accepted. The City Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

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SECTION 3 – SCOPE OF WORK/SPECIFICATIONS

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from contractors that are interested in providing the labor, materials, tools and equipment necessary for the City of Bunnell Hurricane Loss Mitigation Program (HLMP) Residential Construction retrofit improvements for six (6) homes located in the City of Bunnell.

PRIVATE AGREEMENTS – It is understood that only the work contained in these permitted specifications shall be done. There shall be no private agreements of any kind between the Owner and Contractor other than as referenced in the City’s Invitation for Bid.

GENERAL CONDITIONS – The Contractor is responsible for verifying all existing dimensions, quantities and job site conditions prior to submitting his/her bid. The Contractor shall not place any debris or equipment on adjacent properties. The Contractor must clean all areas affected by work under this Contract. All left over debris must be removed and disposed of by legal means. Property must be left in broom clean condition. All related construction items removed or replaced shall become the property of the Contractor unless prior agreement with Owner has been reached in writing and approved by City. The Contractor shall be responsible for any damage done to the Owner’s home, furnishings and personal property as a result of the work performed by the Contractor under these Bid Specifications. The Contractor is responsible for scheduling and coordinating all subcontractor work. The Contractor shall provide all necessary materials, equipment and personnel who have the appropriate qualifications and experience to undertake the scope of work specifications. It is the Owner’s responsibility to remove and replace all personal property to facilitate the performance of the work. This includes, but is not limited to, furniture, rugs, curtains, and alarm systems. Contractor shall repair/relocate any phone wires that are affected by this work; Owner is responsible for all TV cables or satellite wiring. The work shall be complete in the time limit(s) specified and in accordance with the work specifications and plans. If there are any conflicts between the Owner and the Contractor, the requirements cited in the Work Specifications shall prevail. **Exception:** Contractor and Owner must receive written approval from the Homeowner Association or Condo Association for all work items.

CODES, ORDINANCES AND PERMITS – All work to be performed in the Contract Agreement, including plans and bid specifications shall comply with all current building codes, ordinances, and permitting requirements from the City. This includes the current Florida Building Code (F.B.C.) with the latest revisions. It is the Contractor’s responsibility to identify and pull all required permits. The installation of all materials and products shall be done in accordance with the manufacturer’s specifications and in accordance with the latest revised addition of the Florida Building Code, ordinances and permitting requirements. **HLMP must be written across the permit application(s). Scope of Work and NOA must be submitted along with the plans for plan review. Copies of all permits pulled must be submitted to the City of Bunnell Finance Director (Program Manager). A copy of the signed initial permit card and copies of completed inspections, along with contractor affidavits should be submitted to City of Bunnell Finance Director (Program Manager’s) office after final inspection.** Contractors need to inform Program Manager if he/she is experiencing undue delays in the permitting process.

WORKMANSHIP & MATERIAL STANDARDS – The Contractor is to perform work specified in Work Specification in a high quality good workmanlike manner using specified materials or approved equals. Materials must 1) be high quality, 2) be installed in accordance with manufacturer’s specs and 3) meet requirements of building inspectors. All “equals” must be submitted and approved by the Program Manager. Final decision on workmanship will be by the Program Manager and/or Inspector.

WORK AND COMPLETION TIME – **Due to grant limitations time is of the essence. The Contractor shall satisfactorily complete work within 30 days of Notice of Award.**

Permits are to be requested and work commenced within **seven (7) days of Purchase order issuance**. Commencement of work must begin immediately upon receipt of permit.

Time is of the essence for this Contract, and extensions cannot be issued.

INVOICING – The invoice for work satisfactory completed must be submitted to the Program Manager and shall include the following documents at a minimum:

1. Original Invoice with invoice numbers (#)
-Amount of invoice must match the signed proposal and Change Order(s) (if applicable)
2. Copy of signed permit card after all inspections.
3. Copies of completed inspections along with contractor affidavits
4. Contractor Release of Liens and each Sub-contractor Release of Liens
5. Warranty for work performed (1 year for general work and 5 years for roof)

6. Material Receipts
7. Final NOAs of products used
8. Pictures during roof work (if applicable) will need to be provided

CHANGE ORDERS – No changes will be permitted to the Contract Agreement unless of an emergency nature, code violations, a requirement by the Building Department or other instances as deemed necessary and executed by the Owner, Contractor, and City, prior to the start of the change order work.

“OR EQUAL CLAUSE” – Whenever a material, item, article, appliance, or piece of equipment is identified in the Contract Agreement including plans and bid specifications by reference to manufactures of vendor’s names, trade names, model numbers, catalog numbers or otherwise the City, will have made its best efforts to name such reference. Any such reference is intended merely to establish a standard; and, unless it is followed by the words “no substitution is permitted” because of form, fit, function and quality, any material, item, article, appliance, or equipment so proposed is, in the sole opinion of the Flagler County Program Manager, equal in substance, quality and function. Any request for substitution must be made to Flagler County Program Manager in writing and approval granted by the Program Manager in the form of an executed change order by the City of Bunnell Finance Director prior to the installation of the material, item, article, appliance, or equipment.

GENERAL WARRANTY – Materials installed and work performed shall have a one (1) year Contractor Warranty from the date of final acceptance of the work by the Owner and Program Manager. Roof warranties must be valid for a period of no less than a five (5) year Contractor Warranty from final completion date of all work required under this contract.

PAINT AND PRIMER – Unpainted materials require priming and two coats of paint. Tint the primer per color selection. Previous paint surface should receive two coats of paint. All stains should be spot-primed before painting. Unless otherwise mentioned in the specifications, all paint must be mid-grade or better, and minimum 15 years warranty paint, which are ZERO VOC products, for interior paint and ZERO or LOW VOC 100% acrylic products for exterior paint. Color to be selected by Owner.

ENERGY STAR PRODUCTS (ENERGY RATED) – The Contractor shall utilize ENERGY STAR products, as specified at www.energystar.gov/products. Check the website for complete product specifications and updated lists of qualifying products.

Energy-efficient product means a product that (1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or (ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

The Contractor shall ensure that energy-consuming products (i.e., ENERGY STAR products or FEMP designated products) at the time of contract award, for products that are (1) Delivered; (2) Acquired by the Contractor for use in performing services at a Federally-controlled facility; (3) Furnished by the Contractor for use by the Government; or (4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

The Contractor shall provide products that earn the ENERGY STAR label and meet the energy star specifications for energy efficiency. The Contractor shall provide the ENERGY STAR label for all energy efficiency products installed according to the project bid specifications. The Energy Conservation Measurements includes specification for windows, insulation and air sealing; heating and cooling, HVAC temperature controls hot water heaters, indoor and outdoor light fixtures, appliances, water conservation and renewable/green energy measures. This requirement applies to the Contractor and any Subcontractor.

PRODUCT CODES – All Florida Approved Product Code Stickers/Clings/Decals must remain intact on installations.

WORK SCHEDULE – Contractor shall schedule and coordinate work with the Owner between 7:00 am and 6:00 pm Monday through Saturday. Requests to work before or after these hours and on weekends must be approved by Owner. Owner shall provide the water and electric services necessary to accomplish this work. Work requiring a program inspection by Program Manager can only be performed during the City’s normal business hours Monday through Friday. The Contractor is responsible for scheduling and coordinating subcontractor work. **The Contractor acknowledges that the City of Bunnell Finance Director (Program Manager), Stella Gurnee, will monitor all work. Ms. Gurnee can be reached at the following e-mail or phone number: sgurnee@bunnellcity.us Phone:(386)263-8814. All building permits and inspections will adhere to the City of Bunnell standards and will be inspected by the City of Bunnell Inspector.** Contractor must call and schedule a post inspection (Final Walk-Through) with the Program Manager after the Final Building Inspection is approved through the City of Bunnell Inspector. Ladder must be provided by the Contractor for the Inspector at the Final Walk-Through. Final and full payment for all work completed pursuant to the work specifications (as amended/modified, if applicable) shall be done upon completion of all inspections required by the program and the work has been deemed satisfactory.

PROTECT HOUSE CONTENTS FROM DAMAGE DURING WORK – Contractor shall take steps to protect house and contents from damage during project. Contractor is advised to use drop cloths to protect furniture, appliances, entertainment systems and other house contents and components. Contractor shall move furniture and appliances out of and back into work areas once work is complete. Contractor is not to leave furniture, appliances, clothing or other house contents unprotected outside house during job. Contractor shall be responsible for rainwater damage to interior of the house and its contents while performing a roof improvement.

REDUCE AIRBORNE DUST DURING CONSTRUCTION – Contractor is to take steps necessary to reduce and contain airborne dust created during construction, demolition and removal of defective paint. If removing defective paint, then wet scrape is required. Do NOT use electric sanders or torches if removing paint. Contractor and workers encouraged to wear protective clothing and respirators and to follow hygiene procedures approved by OSHA.

HURRICANE PROTECTION – Contractor shall be responsible for protecting job site during and prior to Hurricane Watch as declared by the U.S. Weather Bureau.

GENERAL CLEAN-UP – Contractor is to provide clear and safe passageways in and around structure during project. Contractor to remove debris and materials from in and around structure being repaired to legal dump site regularly and at the end of the project. In progress and final clean-up to include-but is not limited to-damp wiping, sweeping, mopping and vacuuming.

BUILDING INSPECTIONS – Building Inspections shall be as per current Florida Building Code. Work that has been concealed without a Compliance Inspection may result in payment delays or denial. Contractor shall be responsible for requesting all mandatory inspections as per current Florida Building Code. When calling into the Community Development Department, please inform them that this is a **RCMP** grant related inspection request.

LEAD BASED PAINT INSPECTION – A Lead Based Paint (LBP) inspection is mandatory for homes constructed before 1978. The LBP must be conducted by a State or EPA-certified (licensed) LBP Inspector and an Inspection Report must be obtained in accordance with the Environmental Protection Agency Part 745, and housing and urban Development (HUD).

Chapter 7, 1997 revised guidelines. At a minimum the Inspection report shall indicate year home was built, survey & testing methods used, lead based paint sample analysis, number of samples taken, breakdown of areas tested, lead readings, and conclusion. **The Program Manager will schedule the Lead Based Paint inspection with a third party testing company. Upon receipt of the inspection report, a copy will be provided to the Contractor prior to commencement of any rehabilitation work. **

A Risk assessment will be required by a Risk Assessor, if the report reveals that LBP is present. The Risk Assessment shall provide the options for reducing lead based paint hazards. Rehabilitation work requiring interim controls or abatement for lead based paint hazards identified within the Risk Assessment; and/or stabilization of any paint disturbed during rehabilitation will also require a Clearance Examination as well as a Clearance Report. In all cases, renovators must use lead-safe work practices in paint surfaces being disturbed.

STATEMENT CONCERNING PROGRAMATIC AUTHORITY – Florida Statute 215.555 defines the Florida Hurricane Catastrophe Fund of which subsection seven lists additional powers and duties. Florida Statute, henceforth annotated as FS, 215.555 (7)(c) allocates funds:

“to improve hurricane preparedness, reduce potential losses in the event of a hurricane, provide research into means to reduce such losses, educate or inform the public as to means to reduce hurricane losses, assist the public in determining the appropriateness of particular upgrades to structures or in the financing of such upgrades, or protect local infrastructure from potential damage from a hurricane” (FS 215.555(7)(c)).

Derived from subsection seven derives FS 215.559, the Hurricane Loss Mitigation Program (RCMP). According to FS 215.559(1)(a):

“Seven million dollars in funds shall be used for programs to improve the wind resistance of residences and mobile homes, including loans, subsidies, grants, demonstration projects, and direct assistance; educating persons concerning the Florida Building Code cooperative programs with local governments and the Federal Government; and other efforts to prevent or reduce losses or reduce the cost of rebuilding after a disaster.”

In conjunction with FS 553.844, *Windstorm loss mitigation requirements for roofs and opening protection*, RCMP sets its standards for wind retrofit to those in accordance with FS 553.844. FS 553.844 relates to the Florida Building

Code. Thus, Florida Building Code for wind retrofit must be adhered to in pursuit of the RCMP grant for wind retrofit. Further, the RCMP program agrees with the approved federal standards relayed in FEMA document P-804, *Wind Retrofit Guide for Residential Buildings (2010)*, thus when there are questions that are unaddressed by Florida statute or the Florida Building Code RCMP advises the FEMA standard as a further reference. Listed below are the elements for wind retrofit found within FS 553.844 and as such are applicable to wind retrofit projects. Associated Florida Building Codes (FBC) for the 5th edition is attached with each element.

PROGRAM NOTE CONCERNING CONSTRUCTION METHODS – The mitigation activities below are annotated with relevant FBC references. These references refer perspective bidders to the maximum extent for mitigation activities. When and where applicable prospective bidders should not use the maximum extent as their primary option. Prospective bidders should use sound reason based on experience and cost effectiveness in determining proper application for mitigation techniques.

As a note to the bidder, it is NOT necessary or IMPERATIVE or WARRANTED in all cases to bid based on the maximum extent. Bidders should bid based on the most cost effective means to complete wind retrofit activity that will pass local building officials inspection.

ROOFING GENERAL SPECIFICATIONS - It is the Contractor's responsibility to ensure that work, installation and materials comply with current Florida Building Code. Required inspections, requested at appropriate intervals. Paint/product color to be chosen by Owner. Do not use turbine vents, only use goose necks and ridges. As per home, remove TV dish- no reinstallation or replacement. Manufacturer stickers, Florida Product Approval Code labels, and ASTM Code labels should not be removed until AFTER final inspections by the Building Department and Program Administrator.

- 102 **DIMENSIONAL/ARCHITECTURAL SHINGLE ROOF**** –Contractor will furnish and install architectural shingle roof according to current FBC, Building, 1507.2 of the 5th edition. Shingle to be fungus resistant and carry a manufacture warranty of 25 years. Remove all existing roofing materials, underlayment, and flashings down to deck; replace damaged sheathing and re-nail entire sheathing to current Florida Building Code. Include secondary water barrier (Reference 2014 FBC 5th Ed., R907.7.2(1)) and 8d@6"/6" roof decking. Contractor is responsible to inspect roof to wall attachments. Replace damaged overhang wood under soffit and fascia, replace any damaged screen soffit. Prepare galvanized metal drip for painting by metal primer base coat followed by additional coats of oil-base or latex paint of good quality.
- 103 **3 TAB SHINGLE ROOF**** –Contractor will furnish and install a shingle roof according to current FBC, Building, 1507.2.7.1 of the 5th edition. Shingle to be fungus resistant and carry a manufacture warranty of 25 years. Remove all existing roofing materials, underlayment, and flashings down to deck; replace damaged sheathing and re-nail entire sheathing to current Florida Building Code. Include secondary water barrier (Reference 2014 FBC 5th Ed., R907.7.2(1)) and 8d@6"/6" roof decking. Contractor is responsible to inspect roof to wall attachments. Replace damaged overhang wood under soffit and fascia, replace any damaged screen soffit. Prepare galvanized metal drip for painting by metal primer base coat followed by additional coats of oil-base or latex paint of good quality.
- 104 **TILE ROOF**** –Contractor will furnish and install tile roof according to current FBC, 1507.3 of the General Building Code, 5th edition. Tile to be fungus resistant and carry a manufacturer's warranty of 25 years. Remove all existing roofing materials, underlayment, and flashings down to deck; replace damaged sheathing and re-nail entire sheathing to current Florida Building Code. Include secondary water barrier (Reference 2014 FBC 5th Ed., R907.7.2(1)) and 8d@6"/6" roof decking. Contractor is responsible to inspect roof to wall attachments. Replace damaged overhang wood under soffit and fascia, replace any damaged screen soffit. Prepare galvanized metal drip for painting by metal primer base coat followed by additional coats of oil-base or latex painting of good quality.
- 105 **FLAT ROOF**** – Flat Roof shall be mitigated to FBC, 1507 of the General Building Code, 5th edition. Remove all existing roofing materials, underlayment, and flashings down to deck; replace damaged sheathing and re-nail entire sheathing to current Florida Building Code. Include secondary water

barrier (Reference 2014 FBC 5th Ed., R907.7.2(1)) and 8d@6"/6" roof decking. Contractor is responsible to inspect roof to wall attachments. Replace damaged overhang wood under soffit and fascia, replace any damaged screen soffit. Prepare galvanized metal drip for painting by first cleaning metal with an adequate solution to clean manufacturing residue then apply a galvanized metal primer base coat followed by additional coats of oil-base or latex paint of good quality.

- 106 FASCIA BOARD** – Fascia Board shall be retrofitted to meet FBC, 1404.5.1.3 of the General Building Code, 5th edition. Remove all fascia and haul away. Furnish and install new 1" x 2" p.t. furring and fascia. Match existing fascia in size and material. Fascia shall bridge a minimum of three (3) rafter ends. Outside corner shall be mitered and secured with non corrosive nails. Apply one coat of primer/sealer and two coats of exterior latex paint.
- 107 SOFFIT** – Soffits shall be retrofitted to meet FBC 1404.5.1.3 of the General Building Code, 5th edition. Remove all soffit materials. Furnish and install new soffit and soffit screen as per current Florida Building Code. Apply all new corrosion resistant mesh. Match existing material in width and thickness. Secure with non-corrosive nails. Prime, seal and paint all soffit.
- 108 GABLE END** – Gable ends shall be wind retrofitted to meet the F.B.C. standards that provide the most cost effective method found in Chapter 17, 1704.1 of the Existing Building Manual, 5th edition.
- 109 SKYLIGHT - IMPACT RESISTANT (ENERGY STAR REQUIRED)** – Remove and haul away existing skylight and surrounding roofing as needed to furnish and install new appropriately sized impact resistant skylight. Repair impacted roofing to include flashing to match existing. Skylights should be replaced to meet the current Florida Building Code standards found in Chapter 24 of the Building Manual 5th edition.
- 110 CLIPS OR STRAPS** - Roof clips or straps shall be renailed, replaced, or installed according to FBC, 1506.7 of the General Building Code, 5th ed. utilizing the most cost effective method that meets FBC R907.8.1.

WINDOWS GENERAL SPECIFICATIONS – Remove all existing windows and haul away. All materials and installation of windows must meet all applicable codes. New window installation shall include new aluminum or fiberglass screens with holding clips, permanent weather stripping, positive locking device, nylon or stainless bushings, and aluminum glossing bead. Awning windows must have a torque bar operator. All window installations must be caulked at junction of window and wall penetrates. Obscure glass to be used at bathrooms. If windows to be installed are within 40" of an exterior door's latch side, the window is to be tempered glass. Adjacent exterior and interior surfaces shall be restored to original condition. Replace all windows sills with like material. All materials and installation must meet all wind loads and impact resistance as outlined in FBC, refer to Section 2406 and 2411 of the FBC 5th ed. Windows should be viewed as a window system that meets large impact standards. Windows should be single hung. Manufacture's stickers, Florida Product Approval Code labels, and ASTM Code labels should not be removed until AFTER final inspections by the Building Department and Program Administrator. As per home, Window A/C units must be relocated from current window location and placed into adjoining wall. Refer to FEMA P-804, 4.4.3 which directs to FEMA 55, 12.2.1.

- 200 IMPACT RESISTANT-TINTED (ENERGY STAR REQUIRED)** – Furnish and install new impact glass windows with tinted glass windows with locking device, removable screen, holding clips and including egress as required by code.

EXTERIOR DOORS GENERAL SPECIFICATIONS – Paint/product color to be chosen by Owner. Manufacture's stickers, Florida Product Approval Code labels, and ASTM Code labels should not be removed until AFTER final inspections by the Building Department and Program Administrator.

- 300 EXTERIOR DOORS (IMPACT RESISTANT)** – Furnish and install new pre-hung 1-3/4 inch thick 6-panel exterior type, outswing, insulated metal door unit including jamb, casing, hinges, striker plate, threshold and weather stripping, and doorstop. Each exterior door shall have spring/chain or pneumatic closer installed. Non removable pins must be used. Install view scope/peephole and a new

entry and single cylinder deadbolt lockset keyed alike. Interior side to have thumb piece, not key. Lockset to be selected by Owner. Caulk, prime and apply two coats of high quality paint on both sides of door, jamb, and casing. Reference FBC, 1710.5 and 2411.3.1 and of the General Building Code, 5th edition.

- 301 IMPACT GLASS SLIDING DOORS** – Furnish and install sliding glass doors with screen and aluminum frame. Must be City approved single pane impact glass with gray tint. Provide tempered glass where required by code. Replacement units shall be same size as existing units. Sliding Glass Doors should meet Large Missile Impact Standards. Reference FBC, 2411.1 of the General Building Code, 5th edition.
- 302 ACCORDION SHUTTERS AT WINDOWS** – Furnish and install code-approved accordion style hurricane shutters at windows openings (except emergency egress as required by current Florida Building Code). Refer to FBC, 2413 of the General Building Code, 5th edition.
- 303 ACCORDION SHUTTERS AT DOORS** – Furnish and install code-approved accordion style hurricane shutters at exterior door openings (except emergency egress door as required by current Florida Building Code). Refer to FBC, 2413 of the General Building Code, 5th edition.
- 304 ACCORDION SHUTTERS AT SLIDING GLASS DOORS** – Furnish and install code-approved accordion style hurricane shutters at sliding glass door openings (except emergency egress door as required by current Florida Building Code). Refer to FBC, 2413 of the General Building Code, 5th edition.
- 305 GARAGE DOOR (IMPACT RATED)** – Furnish and install new garage door with galvanized metal raised panel unit. Replace rails and hardware and check for proper performance. Provide vent panels in door if existing ventilation does not meet current FBC requirements. Reference FBC, 1609.1.2.3 of the General Building Code, 5th edition.
- 306 ROLL-DOWN SHUTTERS AT DOORS** – Furnish and install code-approved roll-down style hurricane shutters at exterior door openings (except emergency egress door as required by current Florida Building Code). Refer to FBC, 2413 of the General Building Code, 5th edition.

OTHER GENERAL SPECIFICATIONS – Paint/product color to be chosen by Owner. Manufacture’s stickers, Florida Product Approval Code labels, and ASTM Code labels should not be removed until AFTER final inspections by the Building Department and Program Administrator.

- 400 GABLE END VENTS** – Furnish and install code-approved impact-resistant gable end vents. Refer to FBC 1609.1.2.1 of the General Building Code, 5th edition.
- 401 COLUMNS** – Furnish and install Simpson ABU 44 post base with 5/8 inch anchor bolt to foundation. Use Simpson Coral Strap to connect post and header as to provide continuous load pattern and uplift resistance. Secure with non-corrosive nails. Prime, seal and apply two coats of high quality paint.
- 402 DRYER VENTS** – Furnish and install code-approved louver-style dryer vent. Refer to FBC Section M1502 of the Residential Building Code, 5th edition.

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LOCATIONS – The physical addresses of the homes listed in this Invitation to Bid, as well as arrangements for site visits to the home for interior/exterior measurements, may be requested by contacting the **City of Bunnell Program Manager, Stella Gurnee, who can be reached at the following e-mail or phone number:** sgurnee@bunnellcity.us , **Phone:(386) 437-7500**. It is requested that Contractors make attempt at notification to the homeowner upon arrival of site visit before proceeding to walk the homeowner's property.

Home- B01

1. Install nine (9) accordion shutters at windows, per Exterior Doors General Specification #302.
2. Install one (1) accordion shutter at sliding glass doors per Exterior Doors General Specification #304.
3. Replace one (1) doors (front door) per Exterior Doors General Specification #300.
4. Mitigate Straps/Clips per Roofing General Specification #110.
5. Replace roof per Roofing General Specification #103 (SQ FT APPROX: 1550)
Alt. 11. Replace roof per Roofing General Specification #102 (SQ FT APPROX: 1550)

Home- B02

1. Install nine (9) accordion shutters at windows, per Exterior Doors General Specification #302.
2. Install one (2) accordion shutter at side door per Exterior Doors General Specification #304.
3. Replace one (2) doors (carport access door & front door) per Exterior Doors General Specification #300.

Home- B03

1. Install twelve (13) accordion shutters at windows, per Exterior Doors General Specification #302.
2. Install one (1) accordion shutter at sliding glass doors per Exterior Doors General Specification #304.
3. Replace one (1) doors (front door) per Exterior Doors General Specification #300.
4. Install one (1) accordion shutter at side door per Exterior Doors General Specification #304.
5. Enclose portable air conditioning unit in wire cage.

Home- B04

1. Install eleven (11) accordion shutters at windows, per Exterior Doors General Specification #302.
2. Install one (1) accordion shutter at sliding glass doors per Exterior Doors General Specification #304.
3. Replace two (1) doors (single front door) per Exterior Doors General Specification #300.

Home- B05

1. Install nine (13) accordion shutters at windows, per Exterior Doors General Specification #302.
2. Replace one (1) door (front) per Exterior Doors General Specification #300.
3. Mitigate Straps/Clips per Roofing General Specification #110.
4. Replace roof per Roofing General Specification #103 (SQ FT APPROX: 1315)
Alt. 6. Replace roof per Roofing General Specification #102 (SQ FT APPROX: 1315)
6. Enclose 3 each portable air conditioning unit in wire cage.

Home- B09

1. Install thirteen (14) accordion shutters at windows, per Exterior Doors General Specification #302.
2. Install one (1) accordion shutter at doors (side door), per Exterior Doors General Specification #303.
3. Replace one (1) doors (front door) per Exterior Doors General Specification #300.
4. Replace one (1) single car garage door per Exterior Doors General Specification #305.

SECTION 4 – REQUIRED FORMS

4.1 – BIDDER SUBMITTAL CHECKLIST

- _____ Form 4.2 – Bidder’s Certification
- _____ Form 4.3 – Drug-Free Workplace Certificate
- _____ Form 4.4 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes (BS-2)
- _____ Form 4.5 – Affidavit of Non-Collusion
- _____ Form 4.6 – Professional References
- _____ Form 4.7 – Vendor Information
- _____ W-9 Form
- _____ Bid Worksheet (Attachment A)
- _____ Submission of one (1) original marked “ORIGINAL”, five (5) identical paper copies, and one (1) electronic copy in pdf format on CD or USB

How did you hear about this solicitation?

DemandStar/Onvia _____	Email _____
City Website _____	Newspaper _____
	Other _____ (please specify)

4.2 – BIDDER’S CERTIFICATION

BIDDERS'S NAME: _____

Authorized Signature: _____

Date: _____

BID NUMBER: **ITB-04-0-2018**

BID TITLE: **RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM (RCMP)**

SUBMITTALS DUE: **Monday, May, 02, 2018**

TIME: **2:00 P.M., Local Time**

MAILING ADDRESS:

Bunnell City Clerk
P. O. Box 756
Bunnell, FL 32110

WALK-IN DELIVERY ADDRESS:

Bunnell City Clerk
201 West Moody Blvd.
Bunnell, FL 32110

I have carefully examined the Invitation to Bid (ITB) including Instructions to Bidders, Terms and Conditions, Special Conditions, Scope of Work and/or Specifications, and any other documents accompanying or made a part of this invitation. I hereby propose to furnish the goods or services specified in the ITB at the prices provided in this submission. 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 bid. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in the bid submittal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Bunnell or of any other Company interested in said ITB; 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.

I further certify that having read and examined the Scope of Work and/or Specifications for the designated services and understanding the Terms and Conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

BID WORKSHEETS – Bid Worksheets must be included with completed bid package and are available to download separately on the City’s website at www.bunnellcity.us and Demand Star at www.demandstar.com. Sample worksheets are provided in this document. Instructions for saving the electronic worksheet: *Open Bid Worksheet, provided on the City’s website at www.bunnellcity.us or Demand Star at www.demandstar.com perform “file save as” and save worksheet to your computer. Fill in unit pricing in highlighted column, which will formulate the extended pricing total.*

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid submission.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

This document must be completed and returned with your Submittal

4.2 – BIDDER’S CERTIFICATION (CONTINUED)

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements as described in this Invitation to Bid. The undersigned further declares that the work will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the submission non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE INVITATION TO BID IS SUBMITTED:

Please check one: I take NO exceptions. Exceptions:

Company Name: _____

Contact Person / Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Federal Identification Number: _____

Authorized Signature: _____

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me ____ day of _____, 20____ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

4.3 – DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

_____ (print or type name of business)

publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- “As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

(Authorized Signature)

(Date)

(Print Name)

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me ____ day of _____, 20____ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

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

Before me, the undersigned City, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.

2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean 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, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

(Authorized Signature)

(Date)

(Print Name)

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me ____ day of _____, 20____ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

4.5 – AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF CITY OF BUNNELL EMPLOYEES

_____,* being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Bunnell City Board of City Commissioners or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

(Authorized Signature)

(Date)

(Print Name)

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me ____ day of _____, 20____ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

4.6 – PROFESSIONAL REFERENCES

**Please provide three (3) current and correct references from clients for similar services.
(Do not include City of Bunnell)**

1.	Company Name:	_____
	Contact Person:	_____
	City, State:	_____
	Telephone Number:	_____
	Email Address:	_____
	Description of goods or services provided:	_____
	Contract Amount:	_____
	Start/End Date of Contract:	_____
2.	Company Name:	_____
	Contact Person:	_____
	City, State:	_____
	Telephone Number:	_____
	Email Address:	_____
	Description of goods or services provided:	_____
	Contract Amount:	_____
	Start/End Date of Contract:	_____
3.	Company Name:	_____
	Contact Person:	_____
	City, State:	_____
	Telephone Number:	_____
	Email Address:	_____
	Description of goods or services provided:	_____
	Contract Amount:	_____
	Start/End Date of Contract:	_____

This document must be completed and returned with your Submittal

4.7 – VENDOR INFORMATION

Name of Individual or Business Name:

Parent Company Name (if different than above):

Taxpayer Identification Number (TIN): _____

Vendor is:

() Corporation

() Partnership

() Sole Proprietorship

() Other _____ (Explain)

Permanent Residence/Corporate Office Address:

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Payment Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Purchase Order Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Current W-9 Attached? Yes ___