

# BID FORM

## GULF COUNTY COURTHOUSE ADA RAMP PROJECT # 50082747

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**ARTICLE 1 – BID RECIPIENT**

- 1.1 This Bid is submitted to: **Gulf County Board of County Commissioners  
Gulf County Clerk’s Office, Gulf County Courthouse 1000 Cecil  
G. Costin Sr. Blvd., Port St. Joe, FL 32456**
- 1.2 Bid Contact Information: **Gulf County Board of County Commissioners  
Administration Office, Room 302,  
Attention Lynn Lanier, Deputy County Administrator  
1000 Cecil Costin Blvd., Port St. Joe, Florida, 32456  
Phone: 850-229-6106**
- 1.3 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

- 2.1 The Board of County Commissioners, Gulf County, Florida hereby gives notice that it intends to award a contract for the Restore Act Grant Consultant and invites Requests for Qualifications for these services as defined by the laws of the State of Florida.
- 2.2 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.3 All responses shall become the property of the County.
- 2.4 **Florida Statutes** 287.087, on Drug Free Work Place, 287.133(3)(a) on Public Entity Crimes, and Section 287.134, on Discrimination, as a whole and/or as shown below will be complied with and will be incorporated as terms of any service contracts entered with Gulf County:

**287.087. Preference to businesses with drug-free workplace programs:**

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

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the products or contractual services that are under proposal a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contend

ere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED IN THE PROPOSAL.

**287.133. Public entity crime; denial or revocation of the right to transact business with public entities:**

- (2)(a) A person or affiliate who has been placed in the convicted vendor list following a conviction of a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**287.134. Discrimination; denial or revocation of the right to transact business with public entities:**

- (2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract or provide goods and services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with a public entity.

- 2.5 Responses are due and must be received in accordance with the instructions given in the public announcement and notice page above.
- 2.6 The County will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.
- 2.7 Respondents, their agents and associates shall refrain from contacting or soliciting any County Official and that contact may be made ONLY with the individual(s) in this document for additional information and clarification.
- 2.8 Due care and diligence has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the County nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.
- 2.9 All timely responses meeting the specifications set forth in this document will be considered. However, respondents are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those desired by the County and preference will be given to those responses in full or substantially full compliance with them.
- 2.10 Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the County of Gulf. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.

- 2.11 The County, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.
- 2.12 Awards and invitation to negotiate a contract will be made to the respondent(s) whose submittal is determined upon recommendation of staff and authorization by the Board of Commissioners to be the most advantageous to the County for purposes of Restore Act Grant Consultant Services, taking into consideration those responses in compliance with the requirements as set forth in this document. The Board of County Commissioners reserves the right to reject any and all responses for any reason or make no award whatsoever or request clarification of information from the respondents.
- 2.13 Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the Gulf County Administration. Any oral or other type of communication concerning this document shall not be binding.
- 2.14 Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.
- 2.15 Unless otherwise stated in the specifications, the following Insurance Requirements must be met before delivery of goods and services:

- a) The consultant(s) providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all services by the contract, the following type of insurance and as indicated in this RFQ. The policy limits required are to be considered minimum amounts.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the consultant(s) under the terms of a contract(s). Sub-Contractor's insurance shall be the responsibility of the consultant.

- b) Professional Liability Insurance: Policy in the amount of \$1,000,000 per claim for consultant services.
- c) Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- d) Commercial General Liability: Occurrence Form Required: (Consultant) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL Insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
- e) Commercial Automobile Liability Insurance: (Consultant) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
- f) Special Requirements/Evidence of Insurance:
  - 1) A copy of the Consultant's current certificate of insurance MUST be provided with the response to this RFQ. A formal certificate shall be provided upon announcement that a Consultant has been awarded the work as called for in this document. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply

with the following:

- a. “Gulf County, a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers” shall be name as an “Additional Insured” on all policies except Worker’s Compensation.
  - b. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Gulf County will be given notice prior to cancellation or modification of any stipulated insurance.
    - i. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date.
    - ii. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Deputy Administrator, Lynn Lanier, Gulf County Board of County Commissioners, 1000 Cecil Costin Blvd., Room 302, Port St. Joe, Florida, 32456.
- 2) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- 3) It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

2.16 If these services being proposed are contracted for an annual or a semi-annual contract period then Interlocal Agreements between Gulf County Board of County Commissioners, other State or County agencies, the Cities of Port St. Joe and Wewahitchka and the Gulf County School Board, allow those entities to purchase and or engage these services through the County’s proposals so long as such purchases will not interfere with the timely delivery services to the County in strict conformity with all specifications of its proposals. Each governmental entity will issue its own purchase orders for all purchases made and will be responsible for all payments thereof. Gulf County reserves the right to direct the successful proposer to prioritize its delivery of goods and services to the County ahead of delivery to other governmental entities purchasing under the County’s proposals.

2.17 All pages included in or attached by reference to this document shall be called and constitute the proposal as stated on the front page of this documents.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.1 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| _____               | _____                 |
| _____               | _____                 |
| _____               | _____                 |
| _____               | _____                 |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given County written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by County is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 4 – BIDDER’S CERTIFICATION**

- 4.1 Bidder certifies that:
  - A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
  - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
  - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
  - D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
    - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
    - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
    - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels;

and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
5. Responding firms must be any individual, firm, partnership, corporation, association, or other legal entity permitted by law to perform the services in the State of Florida for which it is contracted by Gulf County.
6. The successful respondents shall be required to submit proof of relevant Florida licenses and/or certifications as required by the County and State.
7. The successful respondents shall be required to demonstrate experience in administering similar projects within the stated timetable and budget.
8. The successful respondents shall hold harmless, indemnify, and defend the County, its commissioners, employees, representatives, and agents, against any claim, action, loss damage, injury, liability, costs and expense of whatsoever kind or nature arising out of or incidental to this work.
9. The successful respondents, prior to the signing of a contract and before starting any work on the Restore Act Grant consulting, shall be required to submit all certificates of insurance and bonds as required by this RFQ.
10. The respondents shall procure and maintain, and require each joint respondent to procure and maintain, during the life of this proposal, the insurance coverage listed in this RFQ. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial A.M. Best & Company rating of no less than A:VII
11. The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom arising out of, or resulting from, the performance of the services, for which, the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the consultant, or any subcontractor or any of their agents or employees, or arises from job-related injury.

The consultant(s) agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration will be received by the Awarded Consultant under an agreement and/or contract for this hold harmless/indemnification provision.

**ARTICLE 5 – BASIS OF BID  
BIDDER: (Return with BID)**

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| ITEM                  | DESCRIPTION  | ESTIMATED QUANTITY | UNIT | BID UNIT PRICE | BID PRICE |
|-----------------------|--|--------------------|------|----------------|-----------|
| <b>CONSTRUCTION</b>   |  |                    |      |                |           |
| 1                     | MOBILIZATION (10% OF BID MAX)                      | 1                  | LS   |                |           |
| 2                     | CLEAR & GRUB INCLUDING DEMOLITION                  | 1                  | LS   |                |           |
| 3                     | ADA RAMP INC. CONCRETE, REBAR, CMU, BACKFILL, ETC. | 1                  | LS   |                |           |
| 4                     | ALUMINUM PIPE GUIDERAIL                            | 25                 | LF   |                |           |
| 5                     | ALUMINUM PIPE GUIDERAIL INC. CONTINUOUS HANDRAIL   | 177                | LF   |                |           |
| 6                     | SIDEWALK CURB RAMP (CR E) INC. DETECTABLE WARNING  | 1                  | LS   |                |           |
| 7                     | 4" PAINT SOLID WHITE STRIPE                        | 95                 | LF   |                |           |
| 8                     | 6" PAINT SOLID WHITE STRIPE                        | 61                 | LF   |                |           |
| 9                     | 6" PAINT SOLID BLUE STRIPE                         | 76                 | LF   |                |           |
| 10                    | HANDICAP PAVEMENT SYMBOL                           | 2                  | EA   |                |           |
| <b>TOTAL BASE BID</b> |  |                    |      |                |           |

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

6.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.2 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.1 This item has been intentionally left blank.

**ARTICLE 8 – DEFINED TERMS**

8.1 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

**BIDDER: (Return with BID)**

BIDDER: *[Indicate correct name of bidding entity]*

\_\_\_\_\_

By:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.:

\_\_\_\_\_  
*(where applicable)*

**ARTICLE 10 – Indemnification and Hold Harmless**

**BIDDER: (Return with BID)**

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

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
Authorized Signature – Typed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Cellular Number

\_\_\_\_\_  
After-Hours Number(s)

\_\_\_\_\_  
DATE

**ARTICLE 11 – Conflict of Interest Disclosure Form**

**BIDDER: (Return with BID)**

All bidders/proposers must disclose if any Gulf County Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is an owner, corporate officer, agency, employee, etc., of their business. This is for purposes of determining any possible conflict of interest.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

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FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO. \_\_\_\_\_

**ARTICLE 12: Drug-Free Workplace Certification**

**BIDDER: (Return with BID)**

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_