



**Bid No. 20-B-145SR
Contract No. C1737**

CITY ISLAND LIBRARY BUILDING RENOVATION FOR FLOOD MITIGATION

**DUE DATE: Thursday, July 16, 2020
at 3:00 p.m.**

County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
Deland, Florida 32720-4608
www.volusia.org/purchasing

Contact: sresto@volusia.org



ITB No. 20-B-145SR
Contract No. C1737

BID INFORMATION

RECEIPT OF PROPOSALS: Sealed proposals on forms prepared by the County shall be delivered or mailed directly to the County of Volusia at the **COUNTY OF VOLUSIA PURCHASING AND CONTRACTS DIVISION** at **123 West Indiana Avenue, Third Floor, Room 302, DeLand, Florida, 32720-4608**, no later than **3:00 p.m. (local time) on Thursday, July 16, 2020** for the:

CITY ISLAND LIBRARY BUILDING RENOVATION FOR FLOOD MITIGATION

The County of Volusia, Department of Public Works, Engineering & Construction Division is seeking a single, responsive and responsible Bidder that is a State of Florida Certified General or Building Contractor to provide engineering, permitting and construction services for building renovations for Flood Mitigation at the Volusia County City Island Library, 105 East Magnolia Avenue, Daytona Beach, Florida. Work will include engineering, demolition, cast-in-place concrete, permanent glass flood barriers, exterior entrance systems, exterior storefront systems, pedestrian flood doors and frames, finish hardware, power and communication to doors, gypsum board, plaster, exterior painting, interior painting, joint sealant and epoxy water proofing. Haul off, transport to landfill and tipping fees for demolition debris are by contractor. Refer to plans and specifications for base bid and an alternate #1.

Permitting: Contractor will apply for and obtain all necessary construction permitting from jurisdictional agencies for the project including, but not limited to, City of Daytona Beach.

Construction: The contractor shall coordinate construction activities with County Construction Manager. Contractor shall construct the improvements in compliance with the approved permit documents. Contractor shall construct the improvements in compliance with FEMA (Florida Emergency Management Agency) construction project requirements. Contractor shall comply with all Federal, State and Local permitting and safety requirements. Contractor shall provide a barrier preventing non-construction personnel from entering the construction site. Contractor shall provide all required construction material testing and or observation as required by permitting agencies and manufacturer requirements. Contractor shall provide project closeout services including warranty and maintenance manuals.

Term: Total contract time of 120 days (from receipt of building permit).

ESTIMATED CONSTRUCTION COST: \$600,000.00

NOTE: DO NOT RESPOND TO THIS SOLICITATION VIA THE ON-LINE VENDOR SELF-SERVICE (VSS).

OBTAINING CONTRACT DOCUMENTS: All bid documents related to this project are available via the web at <http://www.volusia.org/purchasing> including the bid documents, technical specification, drawings/plans, addenda, if applicable, and a plan holder's list.

Notice: any addenda issued during the bidding process will be available via download. It is the responsibility of all prospective Bidders to check the web site for any addenda prior to the opening of the Bid.

NEW ON-LINE BID SYSTEM:

The County is in the process of transitioning to a new e-Bid/RFx software powered by Negometrix, which is a **completely free service for all respondents**. Beginning **May 19, 2020 solicitations** will be released electronically through Negometrix in addition to the County website.

Solicitations closing on **June 2, 2020** and beyond **may** be submitted electronically through this online platform, or responses may still be delivered to the County. By using Negometrix, prospective bidders will be provided with all information regarding a bid including addendums and changes to the project requirements.

Registration with Negometrix is free and is required prior to submitting a bid response electronically. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by E-mailing servicedesk.us@negometrix.com

Once your company is registered with Negometrix, you will be able to submit your bid securely, any time before the bid deadline, at <https://app.negometrix.com/buyer/970> by clicking the PARTICIPATE BUTTON under the solicitation. Bids submitted on Negometrix will remain locked and inaccessible by County purchasing staff until the current bid deadline.

To be notified of future solicitations, register your company at app.negometrix.com.

A PRE-BID MEETING will be held on-site at 125 East Magnolia Avenue, Daytona Beach, Florida at 2:00 P.M., local time, on Friday, June 19, 2020. While this is not mandatory, all interested parties are encouraged to attend and participate. It is the responsibility of the Bidder to become familiar with the site.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the county's ADA Coordinator at 386-248-1760 for assistance, at least two business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the county's ADA Coordinator at 386-248-1760.

Read the full [ADA Notice](#) under The American with Disabilities Act (Title II).

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

BID GUARANTY: Each Bid shall be accompanied by a certified check, cashier's check, treasurer's check, bank draft or Bid bond in an amount equal to at least five percent (5%) of the Bid amount payable to the County of Volusia; as a guarantee that, if the Bid is accepted, the Bidder will execute the Contract, provide certificates of insurance in the amounts and categories required by the County and, if required, record separate performance and payment bonds in amounts and with sureties acceptable to the County, within ten (10) days after the award of the Contract.

RIGHTS RESERVED: The County of Volusia reserves the right to reject any or all Bids and to waive any formality or technicality in any proposal in the interest of the County of Volusia.

**SHAIRA D. RESTO, MBA, CPPB
PROCUREMENT/CONTRACTS MANAGER
PURCHASING AND CONTRACTS DIVISION
COUNTY OF VOLUSIA, FLORIDA**

Table of Contents

1.0	OBLIGATION OF BIDDER TO INFORM ITSELF AS TO ALL CONDITIONS RELATING TO PROJECT:.....	5
2.0	EXAMINATION OF CONTRACT DOCUMENTS:.....	6
3.0	QUESTIONS/DISCREPANCIES:.....	6
4.0	ADDENDA, CHANGES, OR INTERPRETATIONS DURING BIDDING:.....	6
5.0	COMPLIANCE WITH LAWS AND REGULATIONS:.....	6
6.0	PREPARATION AND SUBMISSION OF BIDS:.....	7
7.0	DISQUALIFICATION OF BIDDERS:.....	11
8.0	BID BOND:.....	11
9.0	POWER OF ATTORNEY:.....	11
10.0	BID BOND FORFEITED - LIQUIDATED DAMAGES:.....	12
11.0	WITHDRAWAL OF BID:.....	12
12.0	OPENING OF BIDS:.....	12
13.0	CONSIDERATION OF BIDS:.....	12
14.0	RIGHT TO ACCEPT OR REJECT BIDS:.....	12
15.0	AWARD OF CONTRACT:.....	12
16.0	EXECUTION OF CONTRACT:.....	14
17.0	INSURANCE:.....	14
18.0	PERFORMANCE AND PAYMENT BONDS:.....	15
19.0	QUALIFICATION OF SURETIES:.....	15
20.0	INTERPRETATION OF QUANTITIES:.....	16
21.0	NOTICE TO CONTRACTORS/VENDORS:.....	16
22.0	PUBLIC ENTITY LAW:.....	16
23.0	VENDOR REGISTRATION:.....	16

INSTRUCTIONS TO BIDDERS

1.0 OBLIGATION OF BIDDER TO INFORM ITSELF AS TO ALL CONDITIONS RELATING TO PROJECT:

- A. The Bidder, by and through the submission of its Bid, agrees that it shall be responsible for having examined the site, the location of all proposed work, and for having satisfied itself from experience or professional advice as to the character and location of the site, the nature of the ground, surface, and subsurface, the water elevations, location of buried utilities, and any other conditions surrounding and affecting the work, any obstructions, the nature of any existing construction, and all other physical characteristics of the job, in order that it may include in the Bid all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which may be encountered in doing the proposed work.
- B. Any records of contours, obstructions, and other subsurface investigations shown on the drawings or included hereinafter were made solely for design purposes for the work; and the County and its engineer do not warrant, guarantee, or represent that said data is correct with respect to actual subsurface conditions; therefore, the Bidder, by and through the submission of its Bid affirms that it has made, or caused to be made, its own test holes and/or other investigations of such subsurface conditions, and/or that it has otherwise satisfied itself with respect to such conditions; and should the Bidder be awarded the Contract, it agrees that it shall make no claims against the County, County engineer, or its consultants if, in carrying out the work, it finds that the actual conditions do not conform to those indicated.
- C. The Bidder, in preparing a Bid, shall take into consideration that work by other Contractors may be in progress at or near the site during the performance of the work to which the Bid relates and that it shall be expected, should it be awarded a Contract, to avoid interference with work done by such other Contractors and to coordinate its work with other Contractors at the site.
- D. The Bidder shall be responsible for having determined to its satisfaction, prior to the submission of its Bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the ground water conditions, the character of equipment and facilities needed preliminary to and during the execution of work, the general and local conditions and all other matters which can in any way affect the work under this Contract. The prices established for the work to be done shall reflect all costs pertaining to the work. Any claims for extras based on substrata or ground water table conditions will not be allowed.
- E. Permits. Prior to submission of its Bid, the Bidder shall review Section 6.8 of the General Conditions.

2.0 EXAMINATION OF CONTRACT DOCUMENTS:

The Bidder shall examine the drawings, specifications, and other contract documents carefully and inform itself thoroughly regarding any and all conditions and requirements, including the construction schedule that may in any manner affect the work to be performed under the Contract. Ignorance on the part of the Contractor shall in no way relieve itself of the obligations and responsibilities assumed under the Contract.

3.0 QUESTIONS/DISCREPANCIES:

It is incumbent upon each respondent to carefully examine this solicitation's specifications, drawings, scope of work/service, terms, and conditions. Questions and exceptions concerning any section of this Bid shall be directed by letter or by e-mail to the Procurement Analyst assigned to this solicitation, who shall be the official point of contact for this solicitation. **Questions and exceptions shall be submitted and received no later than fourteen (14) days before the closing date.** Thereafter, no further questions or exceptions will be accepted or reviewed by the County (except in circumstance of an omission of a critical requirement that affects all respondents as determined in the sole discretion of the County) and respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

4.0 ADDENDA, CHANGES, OR INTERPRETATIONS DURING BIDDING:

If it becomes necessary for the County to revise any part of this solicitation, an addendum will be posted on the County's web site. **It is each respondent's responsibility to check the Volusia County web site at <http://vcservices.vcgov.org/bidlistnet1> for any addenda. Each respondent should ensure that they have received all addenda to this solicitation before submitting their proposal.** In their proposals, respondents must provide proof of receipt of each addendum by signing each addendum and returning each addendum to the County. **Failure to provide this proof may cause respondent's proposals to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation and shall be the final decision on the subject of the addendum.**

Copies of the "minutes" of the pre-bid conferences or any other form of clarification of the Bid requirements are for information purposes only, and are not part of the Contract documents, unless specifically incorporated in an addendum and formally transmitted as such from the Purchasing and Contracts Division.

5.0 COMPLIANCE WITH LAWS AND REGULATIONS:

The Bidder shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Bidder shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Bidder shall protect and indemnify County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law,

ordinance, rule, regulation, order, or decree caused or committed by Bidder, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of Bid submittal, Bidder shall hold the required licensure to be the prime Contractor for all work to be performed under the Bid Contract. If Bidder proposes to use a Subcontractor or sub-consultant to perform any work under the Bid Contract such Subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under this Bid Contract as a Subcontractor and shall maintain such license(s) in full force and effect during the term of this Bid Contract. All licenses and permits required to perform Bidder's duties under this Bid Contract whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of this Bid Contract.

6.0 PREPARATION AND SUBMISSION OF BIDS:

- A. Signature of the Bidder. The Bid Proposal letter shall be signed by an authorized agent of the firm with documentation, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz). If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a Memorandum of Authority, signed by an officer of the firm allocating authorization shall be required. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm. If the Bidder is an individual, the words "Doing Business As . . ." or "Sole Owner" shall appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" shall be written beneath such signature. ***If the Bidder is a corporation, the title of the officer signing the Bid forms on behalf of the corporation must be stated and evidence of its authority to sign the Bid forms must be submitted with the proposal.*** If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority.
- B. Basis for Bidding. The Bid price for each item shall be on a lump sum or unit price basis according to the form of the Bid proposal.
- C. Bid Price. The total Bid price for the work shall be the total lump sum Bid prices and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the Bid form. In the event that there is a discrepancy on the Bid form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project Bid amount. All Bids shall remain firm for one hundred twenty (120) days after the day of the Bid opening, but the County may, in its sole discretion, release any Bid and return the Bid security prior to that date. Extension of time when Bids shall remain opened beyond the one hundred twenty days may be made only by mutual agreement between the County of Volusia, the low Bidder, and the surety, if any, for the low Bidder.

- D. Local Bid Preference. Effective January 1, 2012, Volusia County has adopted a local bid preference. A Bidder, or prime Contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime Contractor and is utilizing Subcontractors, and the Bid price or quote of the work to be performed by all Subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting a two percent (2%) bid preference will apply. In the event that a prime Contractor qualifies for a preference and Subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars (\$25,000.00) from the nearest competing Bid price or quote for that solicitation or if a County listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to section 2-275 of the Code are additionally exempt. All Bidders, including prime and Subcontractors, awarded a Contract as a part of this process must maintain its status as a local business through the term of the Contract. Any Bidder, including prime and Subcontractors, awarded a contract as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this section will be deemed as a material breach and may be subject to contract termination or disqualification from bidding on future projects.

E. **Submission of Bids:**

1. Bid Documents. All Bids shall be submitted on the Bid documents provided by the County together with the Bid bond.
2. Delivery of Submittals. The Bid documents shall be sealed and delivered or mailed to County of Volusia, Florida, Purchasing and Contracts Office, Room 302, 123 W. Indiana Avenue, 3rd floor, DeLand, FL 32720-4608. Bidders shall mark the envelope with the Bid number and title. If a third party carrier (Federal Express, Airborne, UPS, etc.) is used, Bidders shall ensure that the third party is properly instructed to deliver the Bid Submittal only to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address. Bids mailed to 123 West Indiana Avenue via the United States Postal Service (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of this Section. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time. To be considered, **a Bid must be received and accepted in the Purchasing and Contracts Office on or before the Bid closing date and time. Note: Respondents shall not submit their Bids via the County's Vendor Self-Service. NOTE: DO NOT RESPOND TO THIS SOLICITATION VIA THE ON-LINE VENDOR SELF-SERVICE (VSS).**

3. Experience/Completed Projects. The Bidder shall submit with its Bid evidence of its experience by providing a list of projects which include a brief description of the project, location, contract value, owner's name, address, and phone number (see "Experience/Completed Projects" form). **The evidence shall include a list of projects similar in character, size, and value, which has been satisfactorily completed and in satisfactory operation. A minimum of three (3) of the listed projects must have been completed for agencies/entities other than the County of Volusia.**
4. Performance of Work By Subcontractors. The Bidder shall submit with his/her Bid the names, addresses, dollar value of overall project, percent of overall project with dollar value, and minority status of his/her Subcontractors together with the services they will supply (see Prime/Sub Form). These Subcontractors will be subject to review as to their competency prior to award of Contract, and shall be one of the considerations in determining the lowest responsible Bidder as defined hereinafter. After award of Contract, no change in Subcontractors shall be made unless approved by the County in writing by reason of financial distress or County deemed performance issues. In addition, the Subcontractor shall register and post any open positions as a result of the award of this Contract through the Center for Business Excellence (CBE). ***If this form is not completed and submitted along with the entire proposal at the time and date of the closing of the Bid, respondent SHALL be deemed non-responsive.***
5. Business Tax Receipt (BTR). To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their **response** to this solicitation. There are two (2) exceptions to this Bid submission requirement:
 - 1) If Bidder's business does not have a physical location in Orange, Osceola, Seminole, Lake or Volusia County, no submission is required, or
 - 2) If Bidder's business type is exempted, **submit** a Proof of Exemption approved by the Volusia County Revenue Director.

Reference: Chapter 114, Article I, Section 114-1 of the Volusia County Code of Ordinances, <http://www.volusia.org/government/county-ordinances.stml>

6. W-9. Include a completed W-9 form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the W-9 form can be accessed through this site as well.
7. Financial Statement. The Bidder shall be prepared to submit a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest Dun & Bradstreet report will be accepted.

8. Owner Direct Purchase. When advantageous for the County, the County reserves the right to issue "Owner Direct Purchase Orders" in order to save sales tax. If the County elects to issue Owner Direct Purchase Orders, Contractor shall assist County staff and shall be liable for accuracy and warranty of specifications, and materials ordered. Owner Direct Purchase Orders shall be identified within the drawings and specification documents.
9. Substitutions. Prior to proposing any substitute material, product, item, or service, the Bidder shall satisfy itself that the material, product, item or service proposed is, in fact, equal to that specified, that such material, product, item, or service affords comparable ease of operations, maintenance and service, that the appearance, longevity and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such material, product, item or service will be in County's interest.

The burden of proof of equality of a proposed substitution for a specified material, product, item or service shall be upon Bidder. The Bidder shall support its request with sufficient test data and other documents to permit County to make a fair and equitable decision on the merits of the proposal. Bidder shall submit drawings, samples, data, certificates and any other pertinent documentation for proposed substitute materials. Any material, product, item or service by a manufacturer other than those specified, or of brand name or model number, or of generic species other than those specified, will be considered a substitution. County will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

Approval of a substitution shall not relieve the Bidder from responsibility for compliance with all requirements of the Contract. Bidder shall bear the expense for any changes in other parts of the work caused by a substitution.

Substitute materials or service proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specified material or method.

Substitutions may not be permitted in those instances where the product is intended to accommodate artistic design, specific function or economy of maintenance.

Should the Bidder wish to use any material, product, item or service other than those specified by brand or trade name, he/she shall, within **fourteen (14) calendar days prior to the closing** submit to the County Representative a written request for substitution accompanied by all data necessary for the County Representative to determine whether the requested substitution is equal to the specified material, product, item or service. If the Bidder fails to submit the written request within the specified time, no substitutions will be allowed. The submission of a request to substitute a material, product, item or service incurs no obligation on the part of the County to accept such substitute or on the part of the County Representative to construe such substitute to be an equal to that specified. The County Representative will have a reasonable amount of time to review

request for substitution. Should the substitute be acceptable to the County, an authorization will be written allowing the provision of the substitute material, product, item or service. No substitute will be allowed which will increase the Contract amount. Equivalent material, product, item or service may be subject to performance testing.

10. Mandatory Pre-Bid. If a mandatory pre-bid meeting is required, a representative of the firm must attend the meeting in its entirety to bid on the project. Proposals received from firms not documented on the sign-in sheet will be deemed non-responsive and will not be considered by the County. A pre-bid sign-in sheet will be available to record attendance of the firms. Additionally, the County of Volusia reserves the right to add a second mandatory pre-bid meeting, if the County deems it necessary.
11. County Logo. The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Respondent to use or display County's Intellectual Property on Respondents submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

7.0 DISQUALIFICATION OF BIDDERS:

- A. One Bid. Only one (1) Bid proposal from an individual firm, partnership, or corporation under the same or under different name shall be considered. If a Bidder submitted more than one Bid proposal for the work involved, all Bid proposals submitted from such Bidder shall be rejected.
- B. Collusion Among Bidders. If it is believed that collusion exists among the Bidders, the proposals of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future proposals for the same work.

8.0 BID BOND:

A cashier's check or Bid bond shall accompany each Bid in an amount not less than five percent (5%) of the Bid amount and shall be valid for a period not less than one hundred twenty (120) days. If a Bid bond is used, the Bidder shall complete and submit the Bid bond form provided in this solicitation. After the County and the successful Bidder have executed a written Contract and the successful Bidder has recorded an acceptable performance and payment bonds or if one hundred twenty (120) days have passed after the date of the formal opening of the Bids and no Contract has been awarded, the Bid security of any Bidder will be returned upon written demand.

9.0 POWER OF ATTORNEY:

Attorneys-in-Fact who sign Bid bonds or Contract bonds shall submit with the bonds a certified copy of his/her Power of Attorney.

10.0 BID BOND FORFEITED - LIQUIDATED DAMAGES:

Failure of the Bidder to execute a Contract and record the required bonds as provided herein within ten (10) days after a written Notice of Award has been given shall be just cause for the annulment of the award and the forfeiture of the Bid security to the County, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsive and responsible Bidder or all Bids may be rejected.

11.0 WITHDRAWAL OF BID:

A Bid may be withdrawn i) prior to Bid opening or ii) after one hundred twenty (120) days from Bid opening. In the second instance ('ii'), this only applies to Bidders notified by the County in letter form that their Bid will not be accepted.

12.0 OPENING OF BIDS:

Bids will be publicly opened at the appointed time and place stated in the advertisement for Bids. No responsibility will be attached to any agent for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present. Pursuant to Section 119.071, Florida Statutes, proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening or once a recommendation of award has been posted to the County's website.

13.0 CONSIDERATION OF BIDS:

For the purpose of award, after the Bid proposals are opened and read, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the Bid proposal and the unit prices will be considered the Bid. The amounts will then be compared and the results of such comparison made available to the public. Until the final award of the Contract, the right will be reserved to reject any and all proposals and to waive technical errors and irregularities as may be deemed best for the interest of the County. Should the County require performance and payment bonds, the cost of such bonds shall be added to the Contract price for purpose of Contract award.

14.0 RIGHT TO ACCEPT OR REJECT BIDS:

Bids which contain modifications, incomplete, unbalanced, conditional, obscure, or which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with the instructions to Bidders and the Contract documents may be rejected at the option of the County. The County does not bind itself to accept the minimum Bid stated herein, but reserves the right to accept any Bid, the County deems to be the lowest Responsive and Responsible Bidder, and which in the judgment of the County will best serve the needs and interests of the County.

15.0 AWARD OF CONTRACT:

A. The County reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, or to re-advertise for all or part of the work

contemplated. The County reserves the right, prior to award of Contract, to delete from the scope of the project any item or any combination of items the aggregate Bid prices for which do not exceed twenty-five percent (25%) of the total Bid price for the project. If Bids are found to be acceptable by the County, written notice will be given to the lowest responsive and responsible Bidder of the acceptance of his/her Bid and the award of a Contract.

- B. The County is therefore not bound to accept a proposal based **only** on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised technical specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting/re-bidding when responses exceed budget.
- C. If a Bidder, to whom a Contract is awarded, forfeits his/her Bid security and the award of the Contract is annulled, the County may then award the Contract to the next lowest responsive and responsible Bidder or the work may be re-advertised or subcontracted by the County.
- D. The Contract will be awarded to the single, lowest responsive and responsible Bidder complying with the applicable conditions of the Contract documents. The architect/engineer and project manager will review the Bid proposals to evaluate whether or not the proposals conform to the criteria established for a responsible Bid. In determining the lowest, responsive and responsible Bidder, in addition to those noted in the Contract documents, each Bid submittal will be evaluated for conformance using the following criteria:
 - 1. Bidder conforming in all material respects to the requirements and criteria set forth in the ITB (See Bid Documents Checklist) (**Responsive**).
 - 2. In general, Bidder shall have the capability in all respects to perform fully the Contract requirements and tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good-faith performance. The proposal shall be of the greatest benefit to the County of Volusia as it pertains to the following (**Responsible**):
 - i. Total cost;
 - ii. A permanent place of business;
 - iii. Ability, capacity, skill and sufficiency of resources (including financial) of the Bidder to perform the Contract;
 - iv. Successful contractual and technical experience in similar work to successfully manage the diversity and complexity of items associated with project. (**see Exhibit "A", General Conditions, Section 6.6**);
 - v. Qualifications of Subcontractors for whom each Bidder plans to use (including those who are to furnish the principal items of material or equipment). Additionally, each Bidder shall produce satisfactory evidence of all Subcontractors he/she proposes to

use hold valid state, county, and local licenses or certificates of competency, if required by the project, covering all operations and all areas of political jurisdiction involved in the work of this Contract (**see Exhibit "A", General Conditions, Section 6.6**);

- vi. Proportional amount of the work the Bidder intends to perform with its own firm as compared with the portion it intends to subcontract;
 - vii. Bidder's character, integrity, reputation, judgment, and efficiency of the Bidder; quality of performance of the Bidder on previous contract, including, but not limited to, the Bidder's ability to perform projects within the time specified in the contracts; compliance with laws and ordinances relating to the contract; quality, availability, and adaptability of the supplies or professional or contractual services to the particular use required.
- E. The County reserves the right to reject the Bid proposal of a Bidder who has previously failed to perform properly or to complete contracts of a similar nature on time; and
- F. The ability of any Bidder to obtain a performance bond shall not be regarded as the sole test of such Bidder's competence or responsibility.

16.0 EXECUTION OF CONTRACT:

The Bidder to whom a Contract is awarded will be required to execute in two (2) counterparts the prescribed Contract and one (1) set of performance and payment bonds, if required, within ten (10) days from the date of Notice of Award of the Bidder's Bid proposal, and deliver the executed Contract to the County.

17.0 INSURANCE:

All respondents shall submit evidence of insurance coverage or proof of insurability with their submittal. Upon the approval of an award, the firm shall furnish to the County a certificate of insurance attesting that the firm has coverage in accordance with the requirements herein set forth (**see Exhibit "C"**).

The firm shall also provide and maintain at all times during the term of any agreement resulting from this solicitation or for such longer periods as may be required, without cost or expense to the County of Volusia, policies of insurance insuring the firm against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the firm under the terms and provisions of this agreement. The firm shall secure and maintain, at its sole cost and expense during the Contract term, the requirements set forth (**see Exhibit "C"**).

The County reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the above-mentioned insurance. A certificate of insurance and copies of all applicable endorsements indicating that the firm has coverage in accordance with the requirements herein set forth shall be furnished by the firm to the Purchasing Office prior to the execution of the Contract and annually upon renewal

thereafter. The firm agrees that County will make no payments pursuant to the terms of the Contract until all required proof or evidence of insurance has been provided to the County.

The **ACORD Certificate of Liability Insurance with endorsements** shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- A. The name of the insured firm, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.
- B. Statement that the Insurer will mail notice to the County at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. **County shall be named as an additional named insured on General Liability Insurance as evidenced by the endorsement.**

18.0 PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish Performance and Payment Bonds, prior to performing any work under the Contract in an amount equal to the total value of the project including any amendments or change orders made thereto pursuant to the Order or other documentation executed by the parties, in strict accordance with Fla. Stat. § 255.05. Failing to do so, shall constitute a material breach of this Agreement. The Bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida. The County Performance and Payment Bond form shall be used. No other forms will be accepted without prior approval from the County.

Simultaneously with the delivery of the executed Contract to the County, a Bidder to whom a Contract has been awarded must deliver to the County, executed, separate performance and payment bonds on the prescribed forms, each in an amount of one hundred percent (100%) of the Contract price of the accepted Bid proposal as security for the faithful performance of his Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. The performance and payment bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in Florida. The Attorney-in-Fact or other officer who signs performance and payment bonds for a surety company must record with such bonds a certified copy of his Power-of Attorney authorizing him/her to do so.

19.0 QUALIFICATION OF SURETIES:

All surety companies furnishing Bid, performance, payment, or other types of bonds shall meet the following requirements:

- A. The surety shall be rated "A" or better on the Financial Strength Rating (FSR) and Class "X" or better on the Financial Size Category (FSC) by Best's Rating Center, published by A. M. Best Company, Inc., of Ambest Road, Oldwick, NJ 08858.

(NOTE: If the bond requirement does not exceed \$500,000.00, then the suitability of the surety shall be determined in accordance with the requirements of Florida Statutes Section 287.0935)

- B. The surety shall also be listed on the U.S. Department of Treasury (Dept. Circular 570) entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
- C. The agent countersigning the bond shall be registered in the State of Florida.
- D. All surety companies are subject to approval and may be rejected by the County without cause in the same manner that Bids may be rejected.

20.0 INTERPRETATION OF QUANTITIES:

In the case of unit price items, the quantities of work to be done and materials to be furnished under this Contract, given in the Bid form, are to be considered as approximate only and are to be used solely for the comparison of Bids received. The County and/or its engineer do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate or quantities or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or material furnished in accordance with the drawings and other Contract documents, and it is understood that the quantities may be increased or diminished as provided in the general conditions without in any way invalidating any of the unit or lump sum prices Bid.

21.0 NOTICE TO CONTRACTORS/VENDORS:

If a Bid item is not provided in the Bid section for a specific item in the drawings and specifications, it shall be presented to the County prior to the Bid opening. If a Bid item is not included to meet the criteria in the drawings and specifications, it does not relieve the Contractor/Vendor from providing the project as described in the drawings and specifications.

22.0 PUBLIC ENTITY LAW:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or a public work, awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two of the Florida Statute Section 287.017 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

23.0 VENDOR REGISTRATION:

If not registered with the County, respondents shall go to the County web site at www.volusia.org/purchasing and register and submit with their submittal a completed

TIN and Certification form (See “Taxpayer Identification Number (TIN) and Certification).

24.0 DEBARMENT:

Purpose and Intent. The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county’s protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county’s authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis.

Further information regarding the County’s policies and procedures in regards to DEBARMENT may be found at:

<https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>