



INVITATION FOR BIDS ("IFB") - CONSTRUCTION BID PART I

IFB #: 262802RM

IFB TITLE: HOME DEPOT MASTER PUMP STATION & FORCE MAIN

1.0 PURPOSE

Sarasota County ("County"), a political subdivision of the State of Florida, will receive bids on the date indicated in OpenGov Procurement (OpenGov) for the purpose of selecting a contractor to provide materials and/or services as stated herein. Bidders are required to comply with the scope of services attached hereto and incorporated herein.

OpenGov is located at <https://procurement.opengov.com/portal/scgov>

A public bid opening will be held in accordance with Florida Statutes §255.0518. The public bid opening will take place on the bid end date and time listed in OpenGov, or as soon thereafter as possible. The location of the public bid opening will be posted on the County's Calendar of Events.

2.0 BIDDER

2.1 For the purpose of this IFB, the term "Bidder" is defined as the legal entity submitting the bid and/or identified on the electronic bid submittal. The Bidder awarded the contract is referred to as either "successful Bidder" or "Contractor" herein.

2.2 Bidders intending to submit a bid as a joint venture with another company must provide documentation attesting to the formation of that joint venture with their bid submittal. For purposes of this solicitation, all vendors who make up the joint venture will be considered together as the Bidder.

2.3 Bidders proposing to engage in construction contracting as a joint venture or partnership must apply for registration with the State of Florida, Department of Business and Professional Regulation and any other state or local licensing agencies, as required by Florida State Statute 489.119, prior to the date bids are due.

3.0 CONTRACTOR QUALIFICATIONS

3.1 To be deemed responsible, Bidder must demonstrate they meet each criterion listed in Table 1.

3.2 Some criteria may be satisfied by either the Bidder or its subcontractor (when subcontractor is identified in Table 1 as a Qualifier).

3.3 Bidder must be prepared to submit, within five business days of Sarasota County's request, written evidence of documents, such as financial data, additional data related to previous experience, qualifications and previous experience, qualifications and previous experience of superintendents and assistants, and evidence of authority to conduct business in the jurisdiction where the project is located.

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Table 1		
Criteria	Qualifier	Demonstrated Experience
A.	Bidder or subcontractor	Installation of a minimum of 2000 linear feet (LF) of 16-inch diameter or greater pressure pipe. (must be met 1 time)
B.	Bidder or subcontractor	Installation of water main, force main, or reclaimed water main 18-inch in diameter or greater of at least 1200 LF or longer, by horizontal directional drill (HDD) method. (must be met 1 time)
C.	Bidder or subcontractor	Construction of a pump station which required installation of each of the following: <ul style="list-style-type: none"> • a minimum 30-horse power (HP) wastewater pump • emergency diesel pump installation • 24-hour continuous sewer bypassing (must be met 1 time)
D.	Bidder only	At least one project reference must have a total contract price of at least \$2,000,000.00

3.4 Demonstrated Experience Requirements - For each criterion met through demonstrated experience, the following requirements apply:

- a. The Bidder must be a licensed General Contractor or an Underground Utility & Excavation Contractor, authorized to do business within the jurisdiction(s) where the project is to be constructed. License(s) must be active at the time of bid opening.
- b. Bidder must complete and submit with their bid Contractor Qualification Form(s) (CQF) demonstrating their experience

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completing projects similar in size and scope to this project. When a subcontractor is used to qualify the Bidder, that subcontractor must be listed on a CQF and be part of the Bidder's team for the project.

- c. Each project reference must have been successfully completed within the last ten (10) years preceding the bid opening date and must have been for a commercial, industrial or government project.
- d. Only project references submitted on the CQF(s) at the time of bid submittal will be used to verify demonstrated experience.

4.0 PRE-BID MEETINGS

In the event a meeting and/or site visit is scheduled it will take place at the time, date, and location specified in the solicitation Timeline posted in OpenGov.

5.0 SUBMITTAL INSTRUCTIONS

Refer to the Submittal Instructions section in OpenGov for instructions on how to submit a bid. Bidders are advised to review the General Terms and Conditions of Solicitations which are available in the Vendor Questionnaire section of OpenGov.

6.0 SUBMITTAL DOCUMENTS

6.1 Vendor Questionnaire

All bidders must complete the required forms and information included in the Vendor Questionnaire section of OpenGov. Completed forms and other requested documents must be uploaded with bidder's response in OpenGov. Bidders who fail to complete and upload required forms and documents or fail to provide responses to questions in the Vendor Questionnaire section of OpenGov may be found non-responsive.

6.2 Pricing

All bidders must complete the Pricing Table provided in OpenGov. Bidders who fail to fully complete the pricing table in OpenGov may be found non-responsive.

7.0 BOND REQUIREMENTS

The following bond requirements are applicable only if checked.

7.1 Bid Bond

- a. Bidder must upload a copy of its Bid Bond in the Vendor Questionnaire section in OpenGov. Upon notification by the County, the apparent low bidder must deliver the original Bid Bond (or Cashier's check) to the Procurement contact identified in OpenGov within five (5) business days of the notification. If the apparent low bidder fails to submit the

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original bid bond (or cashier's check) within five (5) business days of the notification, that bidder will be deemed non-responsive.

- b. If specified above, a copy of the bid bond or certified cashier's check payable to the Board of County Commissioners equal to 5% of the total bid must be uploaded in OpenGov as part of the bid submittal. Any issuer of a bid bond must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B+ (Very Good) or better if Contractor's bid is under \$500,000.00, and A- (Excellent) or better if Contractor's bid is over \$500,000.00.
- c. Bid bonds shall contain in type or print the description of the construction in the same language as in the invitation for bids.

7.2 Letter of Bondability

- a. This bid does not require a Bid Bond, however the Bidder must upload a copy of a Letter of Bondability from their Surety Company (not the surety agent) showing their bonding capacity which shall not be less than \$1,000,000.00, in the Vendor Questionnaire section of OpenGov. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B+ (Very Good) or better if Contractor's bid is under \$500,000.00, and A- (Excellent) or better if Contractor's bid is over \$500,000.00.
- b. If the surety agent is named on the Surety's Power of Attorney as a true and lawful Attorney-in-Fact, to make, execute, seal and deliver said letter then a letter from the surety's agent will be allowed as long as a copy of the Surety's Power of Attorney documenting said appointment is included with the Letter of Bondability.

7.3 Performance and Payment Bond

- a. For bids (including contingency amounts) of \$200,000.00 or more, a performance and payment bond of 100% of the contract or work assignment amount shall be required. Any bonding company submitting a performance and payment bond to Sarasota County Government must be licensed to transact a fidelity and surety business in the State of Florida, and shall have an A.M. Best rating of: if bond is under \$500,000 "B+" (very good) or better, and over \$500,000 "A-" (excellent) or better, and a "T" Underwriting Limitation not exceeded by this project's bond.

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- b. Execution of Bonds and Power of Attorney
- If the successful Bidder is a partnership, each bond should be signed by each of the individuals who are partners; if a corporation, the bonds should be signed in the correct corporate name by a duly authorized officer, agent or attorney-in-fact. The appropriate number of bonds should be executed to correspond to the number of signatories to the contract. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of power-of-attorney or other certification of authority where bond is executed by agent, officer or other representative of successful Bidder or surety; (c) duly certified extract from by-laws or resolutions of Surety under which power-of-attorney or other certificate of authority of its agent, officer or representative was issued.
 - Attorneys-in-fact who sign bid bonds or performance and payment bonds must file with such bond a certified copy of their power-of-attorney to sign such bonds. Attorneys-in-fact must place name, address, and telephone number on this certificate.

8.0 BID REQUIREMENTS

- 8.1 The estimated quantities of work and materials stated in the Pricing Table are approximate only and are intended to be used solely for the comparison of bids. Estimated quantities are not guaranteed. Actual quantities may be more or less than the estimates.
- 8.2 Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the contract documents.
- 8.3 It is understood that quantities may be increased, decreased or deleted as provided in the contract documents without invalidating any of the unit prices bid.
- 8.4 The Bidder shall carefully examine the site of the work, the plans, and other bid documents for the work contemplated. It is the responsibility of the Bidder to investigate and become fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the contract documents. Failure to do so does not relieve a successful Bidder of his obligations to furnish all materials, equipment, and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in his bid.

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- 8.5 Submission of a bid constitutes an incontrovertible representation that the Bidder has complied with every requirement of this paragraph and that bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- 8.6 Should the Bidder discover any ambiguity, inconsistency, or error, Bidder will be required to seek an interpretation as described above in advance of submitting the bid or otherwise will be prohibited from taking advantage of such ambiguity, inconsistency or error. If Bidder has not received a written clarification on an ambiguity, the Bidder shall be required to submit his bid on the basis of the highest price necessary to complete the task in question.

9.0 AWARD

- 9.1 It is the intent of the County to award a contract to:

The responsive and responsible Bidder submitting the lowest Total Bid Price provided the bid is reasonable and in the best interest of the County to accept.

- 9.2 In the event of a tie, the IFB tie-breaking procedures identified in the Sarasota County Procurement Manual will apply.

- a. To be considered, tied Bidders will be required to provide documentation certifying they have implemented a drug-free workplace program meeting the requirements stipulated in Section 287.087, Florida Statutes. Documentation must be provided within the time specified by the County at the time of request.

9.3 Preferences

Bidders wishing to be considered for Local Business Preference or American Business Preference must complete and submit a Local & American Business Certification Form with their submittal. The Local & American Business Certification Form can be found in the Vendor Questionnaire section of OpenGov.

- In awarding this bid, preference shall be given to local businesses and American businesses in accordance with Section 2-215 of the Sarasota County Procurement Code.
- Local and American business preferences do not apply in the award of this bid due to grant funding requirements.

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9.4 Contract

- a. A draft of the contract that the successful Bidder(s) will be expected to sign (a Major Construction Contract) is posted on the Procurement website, shown below. The County may, in its sole discretion, select a different contract type or make revisions to the one referenced above following the recommended award of this solicitation.
- b. The Bidder agrees, if this Bid is accepted, to contract with the Board of County Commissioners, Sarasota County to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to construct the work covered by the bid and other contract documents.

<https://www.scgov.net/government/procurement/contract-templates>

9.5 Grant terms

N/A

10.0 QUALITY GUARANTEE

- 10.1 Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work specified by this solicitation shall be new and of the most suitable grade for the purpose intended.
- 10.2 Except where specifically noted, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number shall be regarded as establishing a level of quality, performance, warranty, etc. required and shall not be construed as limiting competition.

11.0 FAILURE TO EXECUTE CONTRACT

Following the bid opening and review of the bid(s), the County will post a Notice of Recommended Award. After posting the Notice of Recommended Award, the County will forward to the successful Bidder contract(s) and related documents to be executed. If within 10 days the successful Bidder does not execute the contract documents and furnish the required bonds properly signed by the successful Bidder and the surety or sureties satisfactory to the County, along with the insurance as required in the contract documents, the successful Bidder may be deemed to be in default and the County may retain his bid bond. Award may then be made to the next lowest responsive and responsible Bidder or all bids may be rejected.

12.0 COUNTY WORKPLACE POLICY COMPLIANCE

- 12.1 Smoking – Smoking is not permitted inside any County facility. Smoking is restricted to designated smoking areas outside a facility.

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- 12.2 Parking - The Bidder's representatives shall abide by all parking restrictions. The Bidder's vehicles are subject to the same restrictions, limitations, fines and tickets as posted for any other vehicle. Where time limit restrictions exceed the required time to provide services, arrangements shall be made in advance.
- 12.3 Alcohol/Drugs - Service personnel under the influence of alcohol and/or non-prescription drugs are not permitted to work in County facilities. Any person known or thought to be under these influences will be escorted off County property.
- 12.4 Security - The Bidder must adhere to all Sarasota County security procedures. The Bidder's work force shall be made up of persons legally authorized to perform work in the United States. The Bidder shall, at the County's request, submit the following information for each of their employees: name, date of birth, social security number and green card (if applicable).
- 12.5 Identification - The Bidder shall require all employees to visibly wear identification while on County property. Said identification shall contain a color photograph of the employee, the name of the employee and the name of the company. Persons not conforming to this requirement may be denied access to the building. Denial of access does not alleviate the Bidder's responsibilities herein.

13.0 MINORITY BUSINESS ENTERPRISES

- 13.1 Bidder(s) awarded construction contracts who intend to subcontract for materials or services required for the project are encouraged to subcontract with certified minority business enterprise/firm(s) or show good faith effort.
- 13.2 When funding is being provided by an outside agency (Example: Florida Department of Environmental Protection (FDEP), Community Development Block Grant (CDBG), State Revolving Funds (SRF), Florida Department of Transportation (FDOT) Local Agency Program (LAP), Southwest Florida Water Management District (SWFWMD) etc.) their requirements will take precedence.

14.0 LOCAL AGENCY PROGRAM

- Applicable Not Applicable

15.0 APPLICABLE CONSTRUCTION CONTRACT PROVISIONS

The Following terms will be utilized when drafting the resulting contract.

15.1 Section VII Payment:

Retainage Provision to be used is

- General Provision 9-5.1
- General Conditions 13.5

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15.2 Section IX Time for Performance:

- a. The Contractor specifically agrees that contract time will begin on the date both the Project Purchase Order and the Notice to Proceed have been issued.
- b. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than **FIVE HUNDRED (500)** calendar days.

15.3 Section XII. Liquidated Damages:

The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be **FOUR HUNDRED DOLLARS AND ZERO CENTS (\$400.00)** per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be **ONE HUNDRED DOLLARS AND ZERO CENTS (\$100.00)** per day.

(End of Part I)

PART II – INSURANCE REQUIREMENTS

CONTRACTOR’S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County’s review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best’s Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with 5-day prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

A. WORKERS’ COMPENSATION: Contractor agrees to maintain Workers’ Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

PART II – INSURANCE REQUIREMENTS

In the event the Contractor has “leased” employees, the Contractor or the employee leasing company must provide evidence of a Workers’ Compensation policy for all personnel on the worksite.

Contractors who are exempt from Florida’s Workers’ Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers’ Compensation.

B. COMMERCIAL GENERAL LIABILITY: Contractor agrees to maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.

C. BUSINESS AUTOMOBILE LIABILITY: Contractor agrees to maintain Business Automobile Liability with limits not less than \$1,000,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

D. UMBRELLA/EXCESS LIABILITY: Contractor agrees to maintain Umbrella or Excess Liability insurance with limits not less than \$5,000,000 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.