



INVITATION FOR BID

IFB NO. 17-101

DECORATIVE STREET LIGHT POLE PAINTING PROJECT

Bid Submission Deadline

Day / Date: **November 22, 2016**
Time: **3:00 PM**
Location: Financial Services
City Hall
7 North Dixie Highway
2nd Floor
Lake Worth, FL 33460

Pre-Bid Meeting

Day / Date: **November 2, 2016**
Time: **11:00 AM**
Location: City Hall Conference Room
7 North Dixie Highway
Lake Worth, FL 33460



Financial Services
7 North Dixie Highway
Lake Worth, FL 33460
561.586.1651

**INVITATION FOR BID
IFB 17-101**

DECORATIVE STREET LIGHT POLE PAINTING PROJECT

The City of Lake Worth is soliciting bids from responsible and experienced entities to provide decorative street light pole painting services. The scope of work is generally described as follows: painting decorative street light poles and decorative street light arms located throughout the City of Lake Worth including, but not limited to, all labor, materials, equipment, permits and Maintenance of Traffic (MOT) as required to complete the project.

Bid documents may be downloaded at the City's website at: www.LakeWorth.org. Hard copies of bid documents may also be acquired from the Financial Services Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00PM on Tuesday, November 22, 2016**, whether by mail or otherwise, may be rejected. The time of receipt shall be determined by the time clock located in the Financial Services Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

Pre-Bid meeting is scheduled for Wednesday, November 2, 2016 at 11:00AM at City Hall Conference Room.

All bids must be delivered or mailed to:

City of Lake Worth
Financial Services – 2ND Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID IFB 17-101. Bids shall be accompanied by a certified check, cashier's check, or Bid Bond in an amount not less than 5% of bid.



Hirut Darge, Purchasing Agent

Posted to: City Website/DemandStar
October 24, 2016

SECTION 1 – SCOPE OF WORK AND TENTATIVE BID SCHEDULE

DECORATIVE STREET POLE PAINTING PROJECT

The City of Lake Worth is soliciting bids from responsible and experienced entities to provide decorative street light pole painting services. The scope of work is generally described as follows: painting decorative street light poles and decorative street light arms located throughout the City of Lake Worth including, but not limited to, all labor, materials, equipment, permits and Maintenance of Traffic (MOT) as required to complete the project. A more detailed scope of work is attached and incorporated into to this Invitation for Bid (IFB) as **Exhibit “A”**.

All work shall be constructed in accordance with the City’s design specifications and standards and in accordance with these bid documents which are available on the City’s website at www.lakeworth.org.

TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the City finds it necessary to change any of these dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change at the City’s discretion.

ACTION

Pre-Bid Meeting

Final Questions Due

Addenda Published

Proposals Due

COMPLETION DATE

November 2, 2016 @ 11:00 AM

November 4, 2016 @ 3:00 PM

November 8, 2016 by 3:00 PM

November 22, 2016 @ 3:00 PM

SECTION 2 – SPECIAL TERMS

1. **Pre-Bid meeting is scheduled for Wednesday, November 2, 2016 at 11:00AM at City Hall Conference Room.** This will be the only opportunity for bidders to ask questions and seek any clarification concerning the project.

2. **Time of Completion and Liquidated Damages.** The work to be performed under this IFB shall commence on the date of Notice to Proceed. The work shall be substantially completed within **April 15, 2017 (140)** calendar days after the date of such notice, and fully completed within **April 30, 2017 (150)** calendar days, with such extensions of time as may be provided in the resulting contract with the City. **OR** The work to be performed under this project shall commence on the date of Notice to Proceed and be fully completed within the time identified in the awarded bid or resulting contract.

OPTIONAL: The resulting contract will incorporate the following provision regarding liquidated damages:

The City and Contractor recognize that the timeframe for completing all work under this Contract is critical and time sensitive. The City will suffer financial loss if the Contractor fails to timely complete all work. In such event, the total amount of the City’s damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should the Contractor fail to complete the work within the timeframe established in the Contract, the City shall be entitled to assess, as liquidated damages, but not as a penalty, \$500 (five Hundred Dollars) for each calendar day thereafter until all work is complete. The Contractor expressly waives and relinquish any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City’s actual damages at the time of contracting if Contractor fails to complete the work within the required time period.

3. **Permits and Fees.** In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of Lake Worth or other governmental entity with jurisdiction over the Project for following permits or licenses, impact, inspection or other fees for this Project under the Contract:

<u>(Permit)</u>	<u>(Fee/Amount or calculation)</u>
MOT	TBD (if Required)

4. **Licenses.** Each Bidder shall have the following licenses at the time of bid submittal or its bid may be disqualified:

- State of Florida General Contractor’s license OR
- Painting Contractor (PBC Certified)

Each Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- A contractor who holds a valid countywide contractor’s license, in addition to a county business tax receipt shall register with the City.

- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

5. **Construction Bond**. Payment and Performance Bonds **are not** required for the work under this IFB.

6. **Insurance**. Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under the resulting contract.

- A. The selected bidder shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
- B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the CITY as an "Additional Insured".

7. **Other Special Conditions**: N/A

SECTION 3 – MINIMUM QUALIFICATIONS

Each Bidder must meet the following minimum qualification requirements in order to be considered for award. A Bidder who fails to meet these requirements will be disqualified. All decisions on qualifications are within the City's sole discretion.

Each Bidder shall have a minimum of five (5) years' experience of similar projects including, but not limited to construction management, painting, light pole painting and Maintenance of Traffic (MOT) implementation.

Complete Form B2 – Bidder's Qualifications Form

SECTION 4 - INSTRUCTIONS TO BIDDERS

1. HOW TO SUBMIT A BID:

a. **The original, three (3) copies and one (1) electronic copy** of the bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth
Financial Services Office – 2nd Floor
7 North Dixie Highway
Lake Worth, FL 33460**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, may be rejected. The time of receipt shall be determined by the time clock located in the Financial Services Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Cover Sheet
- B2 Bidder's Minimum Qualifications
- B3 Bid
- B4 Schedule of Unit Prices
- B5 Substitution Sheet
- B6 Schedule of Subcontractors (with daily reporting format)
- B7 Contractor Verification
- B8 Reference List
- B9 Non-Collusion Affidavit
- B10 Drug Free Certification

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Financial Services Office. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the Bidder to insure that all pages are included. All Bidders are advised to closely examine this IFB.

b. **All bids must be submitted on the provided Bid forms.** Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid may be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. By submitting a bid, the Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES. All prices shall remain valid for **ninety (90) days** after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Schedule of Unit Prices. Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS. If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING. If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

OPTIONAL: The Bidder shall submit for the City's review and approval, as part of his/her bid submission, a sample copy of his/her company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. BID BONDS OR DEPOSITS. Each bid must be accompanied by a bid bond or a deposit in a sum of not less than five percent (5%) of the total bid. Bid bonds and deposits amounting to less than one hundred dollars need not be submitted. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the City of Lake Worth
4. U.S. Postal Money Order

All checks and orders must be made payable to the City of Lake Worth. The City reserves the right to hold the bid security until a contract is properly executed and proof of the required insurance and bond(s) is provided. If any bidder presented with a contract fails to execute such contract with the City and/or provide the required insurance and/or bonds within ten (10) calendar days of receipt of the contract, the City shall be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract and proof of the required insurance and bonds.

9. CERTIFICATION AND LICENSES. Each Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

10. NO LOBBYING – CONE OF SILENCE. In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for bids in response to this IFB. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

11. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS. This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB.

12. PUBLIC ENTITY CRIMES. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

13. INQUIRIES AND ADDENDA. Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Hirut Darge, Purchasing Agent
City of Lake Worth, Financial Services Office
7 N. Dixie Hwy.
Lake Worth, FL 33460
E-mail: hdarge@lakeworth.org
(561) 586-1651

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

14. ACCEPTANCE; REJECTION; CANCELLATION. In accordance with the City's procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or after the submittal deadline may be rejected.

Any withdrawal or cancellation of this IFB, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. If a bid is late or unsigned, the City reserves the right to investigate the matter further and make a determination as to the materiality of the matter. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; and/or, 7) bids are in excess of the approved budget for the project.

15. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the "best value" to the City using the following criteria:

1. Skill and experience based on current projects (in the last 36 months);
2. References for prior projects;
3. Amount of the bid in relation to the needed goods, services, or construction and other bids received; and,
4. Adherence to the specifications and requirements of the IFB.

The above criteria are equally weighted.

16. POSTING OF AWARD TABULATIONS. The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Financial Services Office and posted on the City's website.

17. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next “best value” bidder based on the bid tabulation and to contract with said bidder.
18. PROCUREMENT CODE. The City’s Procurement Code, sections 2-111 to 2-119 of the City’s Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.
20. COSTS. All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.
21. PROTEST PROCEDURE. *Please see section 2-115 of the City’s Procurement Code for the procedure.*
22. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Financial Services Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City’s) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.
24. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City’s Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder’s bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected. Applicable forms may be obtained from the City’s Financial Services Office.
25. PROPERTY OF THE CITY. All materials submitted in response to this IFB become the property of the City. The City has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.
26. DISCLOSURE AND DISCLAIMER. The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

27. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

28. OFFICE OF THE INSPECTOR GENERAL. In accordance with Palm Beach County ordinance number 2011-009, this RFP and resulting contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. Bidder/Proposer should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

END OF SECTION 4 - INSTRUCTIONS TO BIDDERS

EXHIBIT "A"

SCOPE OF WORK

PROJECT OBJECTIVE

The City of Lake Worth is currently in the process of replacing existing street light fixtures with LED street light fixtures throughout the City as part of the City's Energy Savings Contract with Siemens. The purpose of this project is to paint existing street light poles and arms to match the newly installed LED fixtures. The goods and/or services being sought include, but are not limited to, all labor, materials, equipment, permits and Maintenance of Traffic (MOT) as required to complete the project. The specific project requirements are as follows:

A. 10th Avenue North and 6th Avenue South

- a) Paint 59 complete existing black pole assemblies to the requested color.
- b) Prepare surface as per paint manufacturer specifications.
- c) Provide at a minimum, a two coat, hand applied painting system.
- d) Pricing to include painting of pole, pole base and decorative arm. Pricing to exclude painting of fixture.
- e) Provide estimate of number of assemblies to be completed per week.
- f) Provide MOT plans and traffic control devices required to complete the task. City will provide (2) two trailer mounted Variable Message LED Sign Boards.

B. Dixie Highway and North Federal Highway

- a) Paint 476 complete decorative arms to the requested color.
- b) Prepare surface as per paint manufacturer specifications.
- c) Provide at a minimum, a two coat, hand applied painting system.
- d) Pricing to include painting of decorative arm. Pricing to exclude painting of fixture.
- e) Provide estimate of number of assemblies to be completed per week.
- f) Provide MOT plans and traffic control devices required to complete the task. City will provide (2) two trailer mounted Variable Message LED Sign Boards.

C. Specifications, Quality Control and Warranty

- a) Provide painting system manufacturer product specifications.
- b) MOT and traffic control devices shall be in accordance with FDOT specifications.
- c) Provide a Quality Control Plan and testing procedures that will be utilized to document the painting process and painting system application is performed per manufacturers' specifications.
- d) Provide a 5 year warranty covering any and all defects in materials and workmanship for the painting system.

D. SEE THE SEPARATE ATTACHMENT PLANS

(B1)

BID PACKAGE COVER SHEET

IFB # 17-101

Project Title: **DECORATIVE STREET LIGHT POLE PAINTING PROJECT**

Bidder Company Name:

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Minimum Qualifications (B2)
- _____ 3. Bid (B3)
- _____ 4. Schedule of Unit Prices (B4)
- _____ 5. Substitution Sheet (B5) - If none, mark "none".
- _____ 6. Schedule of Sub-contractors (B6) - If none, mark "none".
- _____ 7. Contractor Verification (B7) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 8. Reference List (B8)
- _____ 9. Affidavit Of Prime Bidder re Non-collusion (B9)
- _____ 10. Drug Free Certification (B10)

Clearly mark the outside lower left corner of the envelope with the IFB number and title, and the date and time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL, THREE (3) PHOTOCOPIES and ONE (1) ELECTRONIC COPY of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

IFB 17-101

BIDDER'S MINIMUM QUALIFICATIONS

Each Bidder must provide three (3) similar projects in the last five (5) years to satisfy the minimum qualifications requirements. The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

****Please also attach to this form a copy of the required license(s) to establish your minimum qualifications.**

Bidder's Name: _____

PROJECT **(FIRST PROJECT)**

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, pole painting, and number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name & Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

PROJECT (SECOND PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, pole painting, and number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name: Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

PROJECT (THIRD PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, pole painting, and number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name & Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Note: Bidders may use additional sheets with the same format to list other projects as proof of prior experience (for no more than five projects in total).

BID

IFB 17-101

Proposal of: _____
(Bidder Name)

Total Bid Amount: \$ _____

(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. Bidder has carefully and to his/her full satisfaction examined the IFB, the attached Scope of Work and all required forms, and Bidder has read all addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance and Payment Bond (if applicable), and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Final completion shall be in **hundred fifty (150)** calendar days OR as stated above.
9. Liquidated damages for delay are agreed to be \$500 per calendar day.
10. Bidder shall be responsible for all permitting fees and utility service connection fees unless otherwise specifically provided in this IFB or in the resulting Contract.
11. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

12. The City reserves the right to select and include one or more alternates in the Project and work.

13. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

Name *Address*

14. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name *Address*

15. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

16. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

17. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

18. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Firm: _____

HQ Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B4)

SCHEDULE OF UNIT PRICES

IFB 17-101

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to this contract by Change Order, the following unit prices will be utilized (as applicable).

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	MOBILIZATION	1	LS		
2	Pole Painting	59	EA		
3	Maintenance of Traffic for Pole Painting	1	LS		
4	Arm Painting	476	EA		
5	Maintenance of Traffic for Arm Painting	1	LS		
TOTAL BID					

Name of Bidder: _____

Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ **Date:** _____

SUBSTITUTION SHEET

IFB 17-101

This form must be completed if a Bidder proposes to deviate from any IFB requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan.

Associated "Add" or "Deduct" must be provided.

DESCRIPTION OR MAKE BID ITEM NO. SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

SCHEDULE OF SUBCONTRACTORS

IFB 17-101

The following is a complete list of all sub-contractors utilized for this project:

Dollar amount of subcontract work

1.	(company name)	(type of work)	\$ _____
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	
2.	(company name)	(type of work)	\$ _____
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	
3.	(company name)	(type of work)	\$ _____
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	

Total dollar amount to be awarded to sub-contractors (this page) \$ _____

** The Bidder shall submit for the City's review and approval, as part of his/her bid submission, a sample copy of its company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas. Please attach sample of daily reporting format to this page.

Authorized Signature: _____

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the City for approval prior to that sub-contractor performing any work.

CONTRACTOR VERIFICATION FORM

IFB 17-101

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

CONTRACTOR OF RECORD:

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

____ Yes ____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

____ Yes ____ No

Failure to fully or accurately complete this form may be cause for rejection of the bid.

LIST OF REFERENCES

IFB 17-101

1. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth.
_____ (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me

this ____ day of _____, 2016 by _____, who is _____ (title)
of _____ and who is personally known to me or who has produced
_____ as identification.

Notary Public

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 this bid 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 bid, 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 1893, 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 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.

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

Bidders Authorized Signature

Print Name: _____

Date