

**THE CITY OF PENSACOLA, FLORIDA
INVITATION TO BID
BID NO. 23-043**

**TERMINAL BUILDING PUBLIC RESTROOM REPAIRS
FOR PENSACOLA INTERNATIONAL AIRPORT**

A sealed, complete hardcopy bid **with original (or electronic) signature**, and **one (1) complete electronic copy (PDF) on flash drive or CD** will be received on **September 28, 2023, 2:30 P.M.**, local time, at the following location.

**City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing**

The OUTER FACE of the sealed submittal package shall **identify the respondent, the bid title, and the bid number** (whether hand-delivered, mailed, or via UPS/FedEx or other courier service). Submittals received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted. After the submittal deadline those submittals received will be opened and publicly acknowledged. Interested parties may attend.

A **MANDATORY** pre-bid will be held on September 6, 2023, at 9:00 A.M., local time, in the Second Floor Public Conference Room, Suite 224 at the Pensacola International Airport, 2430 Airport Boulevard, Pensacola, FL. A site tour will be conducted at that time.

Specifications will be posted to the City's website at www.cityofpensacola.com/bids.aspx. **Addenda will be posted to the City's website. Bidders are responsible for obtaining addenda and are advised to check the website frequently.**

A bid tabulation with a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Bidders are advised to check the website frequently.

Bidders shall submit a certified check or bid bond, payable to the City of Pensacola in the amount of **five percent (5%) of the base bid** for a period of sixty (60) days.

Any questions concerning the proposal should be addressed and submitted in writing **no later than 10:00 A.M.**, local time, September 18, 2023, to:

**Dedria Lunderman, Assistant, Purchasing Manager
City of Pensacola
222 W. Main St.
Pensacola, FL 32502
purchasing@cityofpensacola.com**

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email ADACoordinator@cityofpensacola.com or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item number when applicable, to waive any bid informalities and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D. C. Reeves
Mayor

The City of Pensacola provides equal access in employment and public services.

SECURITY NOTICE

Visitors to City Hall may be required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

GENERAL CONDITIONS

To ensure acceptance, all bidders submitting bids to the City of Pensacola shall be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids not submitted on the bid form(s) provided shall be rejected, and bids not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).
2. **Award of Bids:** Recommendations for award of bids are made to the Mayor or City Council based on the lowest and best responsible bidder meeting all conditions and requirements of the specifications.
3. **Bid Bond:** The item(s) or service(s) outlined within the attached specifications require(s) that a certified check, cashier's check, or insurance company's executed bond made payable to the City of Pensacola in the amount of five percent (5%) of the base bid accompany your proposal. To ensure its prompt return, please include the company's name and return address on the face of your good faith check or draft. Checks or drafts accepted as good faith deposits will be retained within the City's Finance Department until award and execution of contract is complete, or until a purchase order is issued to the successful proposer. Any proposer withdrawing his proposal after the proposal opening forfeits the right of return of his good faith deposit.
4. **Bid Withdrawal:** No bid may be withdrawn after closing time for receipt of bids for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by Mayor or City Council.
5. **Delivery:** Bid quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) or service(s) ordered nor any risk of loss shall be passed to the City of Pensacola until after receipt of delivery has been acknowledged by an authorized representative of the City of Pensacola.
6. **Discounts:** Terms offering a discount for prompt payment will be considered in

determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Pensacola or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining low bid.

7. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.
8. **Exceptions to Specifications:** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that consideration be given in evaluating bids, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor is the final authority in determining the acceptability of any exceptions to specifications.
9. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
10. **Identical Tie Bids:** If two or more bids are identical in price, preference shall be given to business with Drug-Free Workplace Programs. A Drug-Free Workplace Certificate is enclosed.
11. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain item(s) or service(s) to be purchased by the City of Pensacola including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).
12. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Invitation to Bid Page. Inquiries must reference the bid item(s) or service(s) and the date of the bid submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.
13. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and the City of Pensacola, by and through its officers, employees, and authorized representatives. A lack of knowledge by the bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect

thereof. The Bidder agrees that it will not discriminate based on race, creed, color, national origin, sex, age, or disability.

14. Licenses, Registration and Certificates: Each bidder shall possess at the time of submitting its bid all licenses, registration and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations, and certificates necessary to comply with federal, state, and local laws and regulations. The awarded bidder shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).

15. Mistakes: Bidders are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the bidder's risk. Unit prices bid will govern in award.

16. Payment of Invoices: The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.

17. Permits and Taxes: The bidder shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Bidders who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not more than the license paid for by local licensees engaged in the same business.

18. Pre-Bid Meetings: If a bid requires a mandatory pre-bid meeting, any representative of a firm wishing to submit a bid must sign in with the name of the bidding firm.

19. Prohibited Conduct by Bidders: Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with the Mayor, any member of Pensacola City Council or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.

- 20. Protests:** Protests of the plans, specifications, and other requirements of bids and requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled bid submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of bid or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.
- 21. Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).
- 22. Public Records:** Any material submitted in response to this Invitation to Bid will become a public document pursuant to Florida Statute §119.07. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the bid pursuant to Florida Statute §119.07.
- 23. Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.
- 24. Rejection of Bids:** The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item or service number, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City of Pensacola.
- 25. Sealed Bids:** The specifications and all executed bid forms must be submitted in a sealed envelope. All bids must be signed by an authorized representative of the bidder. In the event more than one bid submittal deadline is scheduled for the same date and time, do not include bids concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the bidder, the item(s) or service(s) bid and the bid number.** It shall be the sole responsibility of the bidder to assure receipt of bid at the specified location prior to the published time for the bid submittal deadline. No bid will be accepted after closing time for receipt of bids, **nor will any offer by telephone, fax, internet, or email be accepted.**
- 26. Tax:** The City of Pensacola is exempt from all State and local sales tax.

27. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor at least thirty (30) business days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

28. Unauthorized Aliens: The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

29. Venue: Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SPECIAL CONDITIONS

GENERAL INTENTION: It is the declared and acknowledged intention and meaning of this Invitation to Bid to provide and secure timely, responsive, and satisfactory repairs to the four Airport Terminal Building pre-security public restrooms at Pensacola International Airport, as outlined in the scope of services.

BIDS: Each bidder before submitting its bid on this contract should attempt to visit and inspect the location of the work. Additionally, it shall be the sole responsibility of the bidder to carefully examine the bid forms, plans/specifications, and contract forms. Questions may be directed to the City of Pensacola Purchasing Manager or its representative in writing or at the pre-bid conference pertaining to any phase of the specification as advertised.

CONTRACT FORM: The bidder to whom the contract is awarded shall, within thirty (30) days after notification of acceptance of its bid, submit to the City an executed contract (sample included in the proposal package), or as it may have been amended, plus required insurance certificates. No contract shall be deemed to be fully executed until the same has been returned to the City for its signature and such signature has been affixed to the contract.

Notwithstanding anything else stated herein, the City reserves the right to modify the bid documents, including the contract, by issuing addenda to all parties to whom bid packages have been issued and for whom the City has correct mailing addresses on file.

PERFORMANCE BOND: N/A

SECURITY IDENTIFICATION BADGES: All Contractor personnel working in the Air Operations Area (AOA) of the Pensacola International Airport must wear and exhibit a security identification badge issued by the Airport or be in constant contact with a badged member of the Contractor's work force (i.e., a supervisor). Some of the work performed under this contract will occur in the Air Operations Area of the Pensacola International Airport. The current cost of each badge is \$56.50 and is valid for 2 years.

HOURS OF WORK: Except for demolition, all work under this contract may be performed during normal daytime business hours. After hours and weekend work may be allowed if approved in advance by the Airport.

WASTE: All waste material and debris resulting from the operation shall be promptly removed from the premises and disposed of legally. The contractor shall not place any debris or material resulting from his operation in the City trashcans located in and around the areas covered. The contractor shall be responsible for leaving all areas in a clean and neat condition upon completion of each day's work. The Contractor shall dispose of all used chemical containers off of Airport property.

INSURANCE AND INDEMNIFICATION

Before starting and until termination of work for, or on behalf of, the City, the Contractor shall procure and maintain insurance of the types and to the limits specified.

The term City as used in this section of the Contract is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents.

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

1. WORKER'S COMPENSATION

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person - accident, **\$100,000** each person - disease, **\$500,000** aggregate - disease.

2. COMMERCIAL GENERAL, AUTOMOBILE AND UMBRELLA LIABILITY COVERAGES

The Contractor shall purchase coverage on forms no more restrictive than the latest

editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. **The City shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend, and shall not be considered a member of any mutual or reciprocal company. Minimum limits of **\$1,000,000** per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, contractual, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent, shall provide at least, broad form contractual liability applicable to this specific contract, as well as personal injury liability and broad form property damage liability. The coverage shall be written on occurrence-type basis.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance, or use of owned, non-owned and hired automobiles and employee non-ownership use.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

3. CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the City, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets, and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change, or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change, or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Contractor shall, upon instructions of the City, cease all operations under the Contract until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management,

Post Office Box 12910, Pensacola, FL 32521. An additional copy should be sent to the Pensacola International Airport, Attn: Contracts Administrator, 2430 Airport Blvd., Suite 225, Pensacola, FL 32504.

4. INSURANCE OF THE CONTRACTOR PRIMARY

The Contractor required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Contractor's coverage. The Contractor's policies of coverage will be considered primary as relates to all provisions of the contract.

LOSS CONTROL AND SAFETY: The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected. It is agreed that Contractor takes full responsibility for all security measures or controls needed for the safe use of the subject premises and that the City does not represent that the security measures taken by the Contractor are adequate for the purposes intended.

HOLD HARMLESS: The Contractor shall indemnify and hold harmless the City of Pensacola its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY: The Contractor agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

M/WBE, SBE, VBE

Minority/Women Business Enterprise: The Pensacola City Council has adopted a Minority/Women Business Enterprise Ordinance #04-15. This ordinance encourages participation of minority and woman-owned business in the City procurement process. Minority or Woman-Owned Business Enterprise (M/WBE) is defined as:

- a business located in the Pensacola Regional Area (Escambia, Okaloosa, Santa Rosa, Walton Counties, and Mobile, AL.)
- which is at least 51 percent owned by one or more minority/woman individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership is by one or more minority/woman individuals who are U.S. citizens or legal resident aliens,
- and for which both management and daily business operations are controlled by one or more minority/woman individuals.

Small Business Enterprise: The Pensacola City Council has adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Small Business Enterprise (SBE) is defined as:

- an independently owned and operated business concern located in Escambia or Santa Rosa County,
- which employs 50 or fewer permanent full-time employees,
- and which has a net worth of not more than \$1,000,000. As applicable to sole proprietorships, the \$1,000,000 net worth shall include both personal and business investments.

Veteran Business Enterprise: The Pensacola City Council has adopted a Veteran Business Enterprise Ordinance #09-15 providing a “preference” for veteran-owned businesses that have been:

- certified by the State of Florida, through the Department of Management Services, and;
- which are located in Escambia or Santa Rosa County.

The impact of the ordinance is that bids or quotes received by certified veteran-owned businesses will be given a preference for award, if their bid or quote is within certain percentages of the lowest responsible bid submitted by a non-veteran business. If the lowest and most responsible bid or quote is submitted by a certified veteran-owned business or a certified woman-owned or minority firm, then the preference shall not apply. In addition to bids and quotes, Requests for Proposals (RFPs) or Requests for Qualifications (RFQs), will provide two (2) percentage points in proposal scoring for proposals received by a certified veteran.

If your company meets the criteria of a Minority/Women Business Enterprise, Small Business Enterprise or Veteran Business Enterprise as defined above, please include this information in your response.

INSTRUCTIONS TO BIDDERS

1. AWARD OF CONTRACT

- A. The contract will be awarded as soon as practicable to the lowest responsible bidder, price and other factors considered, provided their bid is reasonable and it is to the interest of the City to accept it.
- B. The City reserves the right to waive any informality in bids received when such waiver is in the interest of the City. In case of error in the extension of prices, the unit price will govern.
- C. The City further reserves the right to accept or reject any or all items of any bid, unless the bidder qualifies such bid by specific limitations; also, to make an award to the bidder whose aggregate bid on any combination of bid items is low.

2. BID OPENING

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested.

3. BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

4. DECLARATIONS

The bidder hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and the contractual documents relative thereto, including the Advertisement, Proposal Form, Form of Contract, General Conditions, and all specific conditions; and that he has satisfied himself relative to the work to be performed.

The bidder proposes and agrees, if this Proposal is accepted, that it will not discriminate based on race, creed, color, national origin, sex, age, or disability and to contract with the City of Pensacola in the form of contract specified, to furnish all

necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the project.

5. PREPARATION OF BIDS

- A. Bids shall be submitted on the forms furnished or copies thereof and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.
- B. The form of bid will provide for quotation of a price, or prices, for one or more items which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof. Where required on the bid form, bidders must quote on all items. They are warned that failure to do so may disqualify the bid. When quotations on all items are not required, bidders should insert the words "no bid" in the space provided for any item on which no quotation is made.

6. RECEIPT AND OPENING OF BIDS

No responsibility will attach to any City employee for the premature opening of, or the failure to open, a bid not properly addressed and identified.

QUALIFICATIONS OF CONTRACTOR

Bidders will be required to demonstrate, **as a condition precedent to award**, that the bidder is capable of performing all of the terms of the contract.

SUBCONTRACTING IS ALLOWED WITH THE PRIOR WRITTEN CONSENT OF THE AIRPORT DIRECTOR.

- A. Bidders must have a minimum of three (3) years' experience in general contracting, commercial renovations or similar.
- B. Contractor and contractor employees assigned to this contract must qualify for an Airport issued Security Identification Badge. More information about Operations & Badging may be found at www.FlyPensacola.com under the Learn tab.

Bidder shall possess **at the time of contract execution** current City and County business tax receipts (business licenses) enabling them to provide commercial repair and maintenance services in the City of Pensacola.

SCOPE OF SERVICES

It is the responsibility of the Contractor to furnish all services, labor, materials, equipment, tools, insurance, permits, and fees (if any) necessary to render the services according to the scope of services set forth by the City.

Only one restroom may be closed at any given time. Each restroom must be completed and fully operational before work on the next one begins.

Countertops and integrated undermount sinks are to be solid surface materials similar in quality to existing.

Toilet Partitions and urinal dividers are to be full-height. Doors are to be equipped with occupancy indicators.

Plumbing

Sloan EAF150-ISM CP Battery Faucet W/Mix (IQ) and any and all additional plumbing as required for a turnkey installation.

Metal to be 16 gauge materials.

Demolition is to take place after 5:00 pm. Installation may take place during normal business hours. Several laydown areas have been identified within walking distance from the project. Exact locations to be assigned during preconstruction meeting.

Exhibit A describes the parameters of site area.

AREAS TO BE SERVICED:

Pre-Security first floor men's restroom – Approximately 1,000 sf

DEMOLITION:

- Remove existing Terrazzo flooring and prep surface for installation of floor tile per manufacturer's recommendations.
- Remove existing undermount sinks, sink plumbing and counters (including work tops), base cabinets and prep for installation of solid surface material with integrated matching undermount sinks.
- Remove existing partitions.
- Toilets and urinals to stay.
- Mirrors and product dispensers to stay.
- Lighting to stay.
- Sink in ADA stall to remain.

INSTALLATION:

- Install Crossville 18" x 36" floor tile per drawings and manufacturer's recommendations.
- Install solid surface counters with integrated undermount sinks and waste

- openings in same configuration as existing.
- Install solid surface work tops.
- Install new hands-free faucets in same configuration as existing.
- Connect all plumbing.
- Install new floor-to-ceiling partitions in same configuration as existing.
- Install hardware.
- Install new stainless steel baseboards.
- Patch existing tile and waterproof all new surfaces.

Pre-Security first floor women's restroom – Approximately 800 sf

DEMOLITION:

- Remove existing Terrazzo flooring and prep surface for installation of floor tile per manufacturer's recommendations.
- Remove existing undermount sinks, sink plumbing and counters (including work tops), base cabinets and prep for installation of solid surface material with integrated matching undermount sinks.
- Remove existing partitions.
- Toilets to stay.
- Mirrors and product dispensers to stay.
- Lighting to stay.
- Sink in ADA stall to remain.

INSTALLATION:

- Install Crossville 18" x 36" floor tile per drawings and manufacturer's recommendations.
- Install solid surface counters with integrated undermount sinks and waste openings in same configuration as existing.
- Install solid surface work tops.
- Install new hands-free faucets in same configuration as existing.
- Connect all plumbing.
- Install new floor-to-ceiling partitions in same configuration as existing.
- Install new stainless steel baseboards.
- Patch existing tile and waterproof all new surfaces.

Pre-Security second floor men's & women's restroom Approximately 800 sf

DEMOLITION:

- Remove existing Terrazzo flooring and prep surface for installation of floor tile per manufacturer's recommendations.
- Remove existing undermount sinks, sink plumbing and counters (including work tops), base cabinets and prep for installation of solid surface material with integrated matching undermount sinks.
- Remove existing partitions.
- Toilets and urinals to stay.
- Mirrors and product dispensers to stay.
- Lighting to stay.
- Sink in ADA stall to remain.

INSTALLATION:

- Install Crossville 18" x 36" floor tile per drawings and manufacturer's recommendations.
- Install solid surface counters with integrated undermount sinks and waste openings in same configuration as existing.
- Install solid surface work tops.
- Install new hands-free faucets in same configuration as existing.
- Connect all plumbing.
- Install new floor-to-ceiling partitions in same configuration as existing.
- Install new stainless steel baseboards.
- Patch existing tile and waterproof all new surfaces.

ADDITIONAL SERVICES:

During the term of this agreement, the Airport may identify additional areas to be repaired on a per-hour basis.

Refer to Exhibit B for product requirements.

Refer to Exhibit C for contract requirements.

PROPOSAL
(page 1)

BID NO. 23-043

**TERMINAL BUILDING PUBLIC RESTROOM REPAIRS
FOR PENSACOLA INTERNATIONAL AIRPORT**

Total Cost for Services: \$ _____
(Attach Breakdown)

Bid Security in the proper form and in the amount of \$ _____ is submitted.

Dunns#/UEID: _____ (Federal Transparency Act Reporting Requirement)

The firm is a (check one):

_____ corporation (Inc.) _____ limited liability company (LLC)
_____ sole proprietorship _____ partnership
_____ limited partnership

Legal Name of Firm: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Telephone: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL
(page 2)

BID NO. 23-043

**TERMINAL BUILDING PUBLIC RESTROOM REPAIRS
FOR PENSACOLA INTERNATIONAL AIRPORT**

Company Name: _____

A. Attach copy of Florida professional certification:

Bidder for the project shall hold one or more of the following licenses to submit a bid and have qualifying experience relative to the subject project.

- 1) Florida Licensed General Contractor
- 2) Florida Licensed Building Contractor

B. Attach evidence of at least three (3) years' experience in required profession.

C: Name, location, point-of-contact, and telephone number of other businesses for which bidder has performed similar services within the past three (3) years:

D: Have you ever had any contracts revoked or been awarded any contracts that were subsequently not executed?

Yes: _____

No: _____

If Yes, attach explanation.

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

PROPOSAL

(page 3)

BID NO. 23-043

**TERMINAL BUILDING PUBLIC RESTROOM REPAIRS
FOR PENSACOLA INTERNATIONAL AIRPORT**

Company Name: _____

Cost Breakdown

Breakdown total cost into the following items:

MATERIALS

Porcelain Tile	\$ _____
Solid Surface Countertops	\$ _____
Integrated Undermount Sinks	\$ _____
Stainless Steel Baseboards	\$ _____
Bath Partitions & hardware	\$ _____
New Plumbing Materials	\$ _____
Tile Setting & waterproofing	\$ _____

TOTAL MATERIALS \$ _____

LABOR

Demolition	\$ _____
Porcelain Tile Install	\$ _____
Solid Surface Install	\$ _____
Stainless steel baseboards Install	\$ _____
Bath Partitions Install	\$ _____
Plumbing Install	\$ _____

TOTAL LABOR \$ _____

Project Total (must agree with the Total Cost on the bid page) \$ _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters**

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: _____

Date: _____

Authorized
Signature: _____

Printed Name: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name

Authorized Signature

Printed Name

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City’s VBE Program, the respondent’s principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below.

If not, mark “N/A.”

Respondent’s Name:	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

For a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

Respondent's Name:	Respondent's Principal Place of Business

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

NAME OF M/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than \$1 million. The business must be in Escambia or Santa Rosa County.

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business _____

Address _____

Owner(s)'s Name(s) _____

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

<u>NAME OF M/WBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Florida Statue §287.087, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. To have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under 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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in 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.

Signature

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BIDDERS LIST FORM

The Pensacola International Airport (PNS) is required per 49 CFR 26. 11 (c) to create and maintain a comprehensive Bidders List. The Bidders List Form will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs, and will assist with establishing the agency’s annual DBE goal. Each Bidders List is a compilation of bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific project. Please provide the following mandatory data:

Part A: Business Data

Business Name: _____

Business Address: _____

Street City State Zip

County Business is located in: _____

Name of Contact Person: _____

Phone: () _____ Fax: () _____

Email Address: _____

Is this business certified as a Disadvantaged Business Enterprise? Yes No

Business Annual Gross Receipts: Less than \$500,000 \$500,000 to \$1,000,000
\$1,000,000 to \$2,000,000 \$2,000,000 to \$5,000,000 Over \$5,000,000

Age of Business: _____ Years _____ Months

Part B: Project and Work Description

RFP # _____ Project Name: _____

Provide brief description of scope of work, services, and/or materials to be performed/furnished:

Will you subcontract any of your work? Yes* No
(* If “Yes,” the subcontractor(s) must complete an individual Bidders List Form also.)

Part C: Signature

The undersigned declares that the information set forth on this page is current, complete, and accurate.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

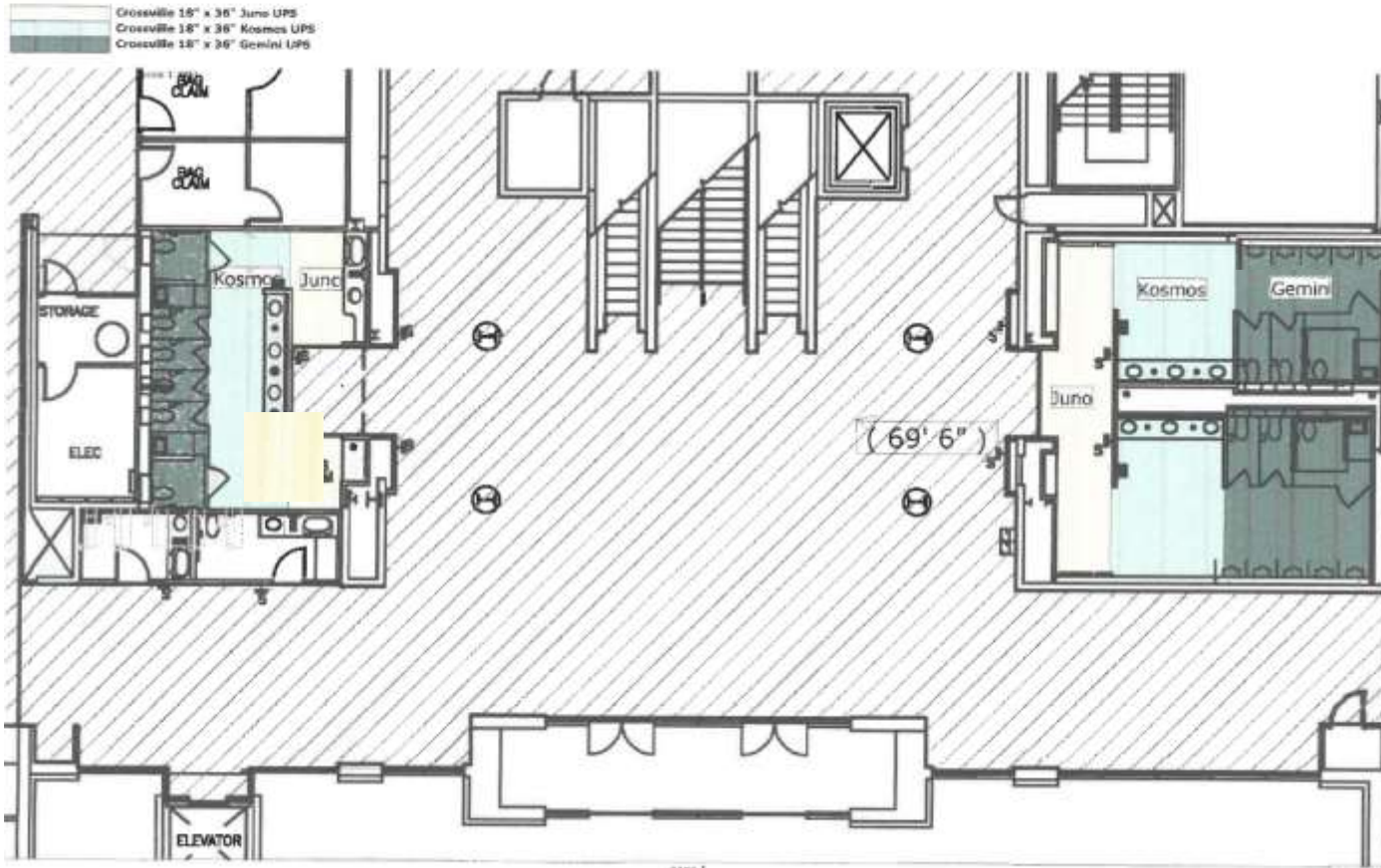
THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Exhibit A Site Area

Pensacola International Airport 1st Floor Men's Restrooms Floor Patterns

30 June 2023 - 1st Floor Men's and Women's design IST

Summary Report



Penscola International Airport 2nd Floor Restrooms

13 June 2023 : 2nd Floor Restrooms revised 06-01-23,EST

Summary Report

- Crossville 18" x 36" Juno UPS
- Crossville 18" x 36" Kosmos UPS
- Crossville 18" x 36" Gemini UPS

See 20230601.dwg drawing scale 1/8"=1'-0"

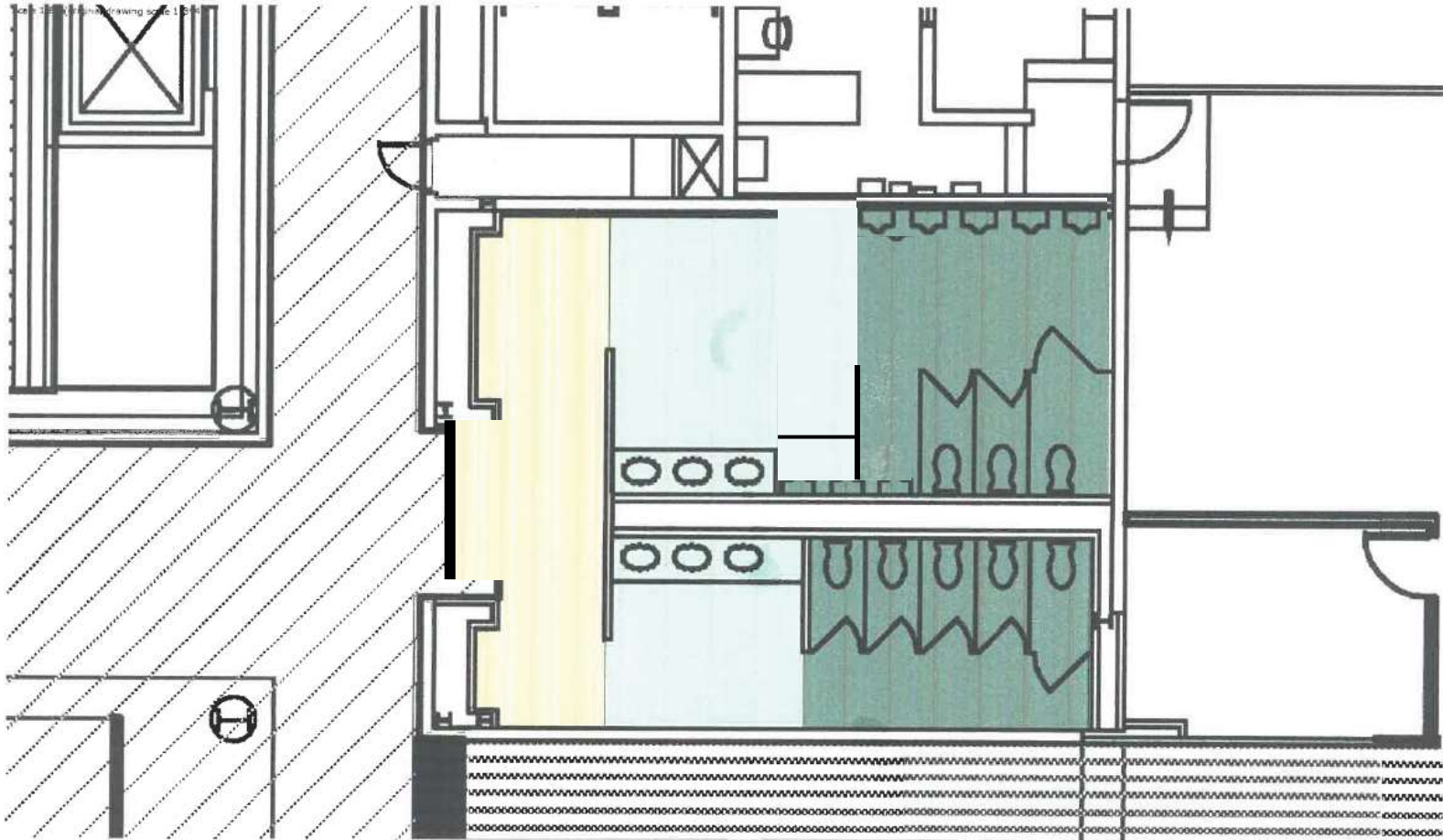


Exhibit B Product Specifications






Brian Banter
Commercial and Residential Sales

108 Industrial Boulevard, Suite B, Pensacola, FL 32505
bbanter@crossvillestudios.com
 p (850) 505-7676
 c (850) 723-7047
CrossvilleStudios.com



25 year warranty required

COMPARE PRODUCTS

		
MOONSTRUCK Juno Size: 4 x 24 (in), 12 x 24 (in), 18 x 36 (in) Thickness: 10.5 (mm)	MOONSTRUCK Kotmos Size: 4 x 24 (in), 12 x 24 (in), 18 x 36 (in) Thickness: 10.5 (mm)	MOONSTRUCK Gemini Size: 4 x 24 (in), 12 x 24 (in), 18 x 36 (in) Thickness: 10.5 (mm)

GENERAL

Collection	Moonstruck	Moonstruck	Moonstruck
Color	Juno	Kotmos	Gemini
Size	4 x 24 (in), 12 x 24 (in), 18 x 36 (in)	4 x 24 (in), 12 x 24 (in), 18 x 36 (in)	4 x 24 (in), 12 x 24 (in), 18 x 36 (in)
Look	Stone	Stone	Stone
Finish	UPS - Unpolished with Cross-Sheen®, HON - Honed	UPS - Unpolished with Cross-Sheen®, HON - Honed	UPS - Unpolished with Cross-Sheen®, HON - Honed
Thickness	10.5 (mm)	10.5 (mm)	10.5 (mm)
Slab Variation	V3	V3	V3

July 10th, 2023

- **RE: PENSACOLA AIRPORT BATHROOMS – Future Project – Effective date TBD**
- To Whom it may concern,
- Thank you for your selection of LATICRETE[®] Systems Materials.
- Provided that the above referenced project is installed in accordance with standard industry installation guidelines, the written instructions of LATICRETE International, Inc. and the attached LATICRETE Systems Warranty Data Sheet-DS-025.0 this project will qualify for the warranties as detailed.
- LATICRETE[®] Products to be warranted on the above referenced project
- LATICRETE NXT LEVEL PLUS
- LATICRETE 3701 FORTIFIED MORTAR BED
- LATICRETE HYDROBAN
- LATICRETE TRILITE
- LATICRETE SPECTRALOCK PRO PREMIUM
- LATICRETE LATASIL

"As a professional courtesy, LATICRETE offers technical services free of charge. LATICRETE does not have any expressed or implied contractual obligation or duty to provide those technical services. The user maintains all responsibility for verifying the applicability and suitability of the technical service or information provided by LATICRETE representatives. Moreover, technical service site visits and consultations do not constitute express or implied approval by LATICRETE of product use or other construction means or methods. By providing technical services, LATICRETE does not undertake to perform any duty owed by the service to any third party, and no third party should rely on LATICRETE providing technical services."

Solid Surface Counters

- **Adria Busillo**
- Outside Sales and Business Development
-
- Deans Kitchens and Bath
- - *a division of Stone Interiors*
- Office: 850-494-2247

Fax: 850-969-1978

Direct: 850-876-9120

Solid Surface Bellavati Acrylic

Oval integrated sinks

Stainless Steel Baseboards
ProTek BBSP-8SS Patterned to match existing.

BBSP-8SS Suggested Product Specification

Part 2 - Products

2.01 Manufacturer

- A. Acceptable Manufacturer: Protek Systems, Incorporated, 1250 Wallace Dr. Unit B, Delray Beach, FL 33444; Telephone: 800-598-2153, Fax: 561-395-4771, www.proteksystem.com
- B. Substitutions: Not permitted.
- C. Provide all baseboards and wall protection from a single source.

2.02 Patterned Stainless Steel Baseboard

- A. BBSP-8SS Patterned Stainless Steel Baseboard by Protek Systems, Inc.
 - 1. Material: Type 304 #4 satin finish patterned stainless steel cover with continuous wood retainer
 - 2. Gauge: As recommended by manufacturer
 - 3. Profile: 9/16-inch depth x 8-inch height
 - 4. Manufacturer's standard patterns
 - 5. Finish: #4 satin finish
 - 6. Installation: Supplied in standard lengths and cut to fit in field by installers
 - 7. Custom lengths and profiles available. Other stainless steel grades and finishes also available.

2.03 Components

- A. BBSP-8SS-OC Outside Corner
 - 1. Material: Type 304 #4 satin finish patterned stainless steel cover with continuous wood retainer
 - 2. Height: 8-inches
 - 3. Wing Dimension: 3-inch
 - 4. Outside corner trim that wraps around corners for a continuous installation
- B. Attachment Options
 - 1. Adhesive: Field applied ADH-50 silicone sealant adhesive
 - 2. Fasteners: Pre-drilled holes, Countersunk holes optional. Fasteners by others.

Partitions with all hardware
Phenolic Black Core



Exhibit C
SAMPLE CONTRACT
DO NOT SUBMIT WITH BID

CONTRACT BETWEEN CITY OF PENSACOLA AND
[xxxCONTRACTORxxx]
BASED UPON INVITATION TO BID #_____

THIS CONTRACT (“Contract”) is made this ___ day of _____, 20___, by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and _____, (“Contractor”), a corporation authorized to do business in Florida, located at _____, (the City and Contractor collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #_____, on _____, 20___ (“Invitation to Bid”), as described in Project Manual/Specifications for _____, Bid #_____, as modified by any addendum to the Project Manual, all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “Bid Documents”); and

WHEREAS, in response to the Bid Documents, the Contractor submitted to the City a proposal dated _____, 20___, (“Proposal”) attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Bid Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.

The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.

The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.

Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.

The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of _____ (\$_____) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? Yes No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses

associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.

No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.

This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.

Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.

Contractor shall not discriminate based on any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.

The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.

The City may terminate this Contract without cause upon thirty (30) days prior written

notice.

Section 16. Public Records Act.

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, D.C. Reeves

By _____
President

Attest: _____
City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT A

BID DOCUMENTS ON FILE IN _____

EXHIBIT B

PROPOSAL

The pages following Exhibit B are the documents comprising the Proposal dated, _____, which Contractor submitted in response to the Bid Documents, are hereby incorporated by reference into this Contract. The Proposal includes all attachments and addenda submitted by Contractor in response to the Bid Documents, which are also hereby incorporated into this Contract by reference.