



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
2590 EXECUTIVE CENTER CIRCLE EAST, SUITE 100
TALLAHASSEE, FLORIDA 32301

INVITATION TO BID
TITLE: FEC (Retaining Wall)
FWC 18/19 -13C

INTENT

The intent of this Invitation To Bid (ITB) is to obtain competitive pricing for installation of sheet piling at Fisheating Creek, in accordance with the Contract Documents and in accordance with Chapter 255, F.S.

GENERAL DESCRIPTION

Furnish and installation of sheet piling in front of an existing campground store. All work done on this project shall be done in accordance with the Contract Documents contained herein.

The technical specifications and construction plans portion of the contract documents are located at:

<https://explorer.myflorida.com/>

To access documents at this website, use the following Username and Password:

Username: FWC_Bid_Info
Password: FWCvendors1!

Access the folder(s) with this bid number and title to download the associated files.

Please Note:

The terms "Contract," "Agreement" and "Purchase Order" are used interchangeably in the document.

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FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



FWC 18/19-13C

INVITATION TO BID CALENDAR OF EVENTS

Bid Advertised	August 29, 2018	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/mainmenu
MANDATORY Pre-Bid Conference	September 10, 2018 @ 10:00 AM	See Pre-Bid Conference Clause
Deadline for Questions	Must be received PRIOR to: September 14, 2018 by @ 5:00 PM	See Deadline for Questions Clause
Anticipated date for Responses to Written Questions	September 17, 2018	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/mainmenu
SEALED BIDS DUE (REMEMBER: Bid number should be clearly marked on envelope)	Must be received PRIOR to: September 21, 2018 @ 3:00 PM	Submit BEFORE the due date and time to the following address: Florida Fish & Wildlife Conservation Commission Attn: Purchasing 2590 Executive Center Circle East, Suite 100 Tallahassee, Florida 32301
Public Bid Opening	September 21, 2018 @ 3:00 PM	
Anticipated Date of Intended Award	September 24, 2018	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/mainmenu

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ESTIMATED BUDGET

The Commission has an estimated budget for this project of **\$50,000.00**

TERM

The Contract will be effective one (1) year from issuance of a purchase order.

MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be held at the date and time specified in the **Calendar of Events (Page 2)**. The purpose of the pre-bid conference/Site Visit is to discuss the contents of this bid and to accept verbal questions from contractors concerning the project. **This will be the only opportunity to visit the site under proposed construction during the solicitation advertisement period. Contractors are encouraged to bring any and all subcontractors needed to ensure an accurate bid and eliminate the need for additional site visits. Contractors must attend this pre-bid conference as a requirement of bid responsiveness. Failure to attend the entire conference, from the time it is called to order to the time it is adjourned, shall disqualify a potential respondent.**

Directions:

From Palmdale, Florida, travel south on US-27 for 0.7 miles. Turn right onto the Fisheating Creek campground. Project site will be on the right.

DEADLINE FOR QUESTIONS

Any questions from contractors that require an official FWC answer concerning this project shall be submitted in writing to the Procurement Manager identified below. Questions must be received **no later than** the date and time specified in the **Calendar of Events (Page 2)**. Questions may be sent via e-mail or hard copy by mail. It is the responsibility of the contractor to confirm receipt of questions if needed. For questions submitted via email please include the solicitation number and the project title in the **SUBJECT LINE**.

All Questions shall be directed to:

Bryan Tucker, Procurement Manager
Florida Fish & Wildlife Conservation Commission
Tallahassee Purchasing Office
2590 Executive Center Circle
Tallahassee, Florida 32301
Phone: (850) 488-6551
bryan.tucker@myfwc.com

COMMISSION CONTRACT MANAGER

The Commission Contract Manager/Project Manager shall perform the following on behalf of the Commission:

- 1) Ensure all performance and labor and material payment bonds are provided prior to issuance of the notice(s) to proceed;
- 2) Inspect Subcontractors as required in section B-14 of the General Terms and Conditions;
- 3) Provide the notices to proceed for permitting and construction;
- 4) Review, verify, and approve receipt of services/deliverables from the contractor;
- 5) Review requests for change orders/amendments submitted by the Contractor, if applicable;
- 6) Review, verify, and approve invoices from the contractor; and, if applicable, complete the Certificates of Partial Payment requests, and the Certificate of Contract Completion form; and
- 7) Maintain an official record of all correspondence between the Commission and the contractor.

Note* Execution of contract or issuance purchase order does not constitute a Notice to Proceed.**

TERM AND CONDITIONS

The Commission objects to and shall not consider any additional terms or conditions submitted by a Contractor, including any appearing in documents attached as part of a Contractor's response. Contractor

agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect on the Contract Documents contained herein. Failure to comply with Contract Documents, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

The General Terms and Conditions are hereby incorporated into this solicitation. Any contract resulting from this solicitation will include the terms and conditions of this solicitation and the terms and conditions contained in the **General Terms and Conditions** and the **Contract Documents as defined in SECTION A - DEFINITIONS of the General Terms and Condition.**

BIDS DUE

Bids for this project are due by the date and time specified in the **Calendar of Events (Page 2)**. **BIDS RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE REJECTED.**

BID OPENING LOCATION

See **Calendar of Events (Page 2)**.

LIMITATION ON BIDDER CONTACT DURING SOLICITATION PERIOD

Bidders to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, (Note the 72-hour posting period excludes Saturdays, Sundays, and state holidays) any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement manager or as provided in the Contract documents. Violation of this provision may be grounds for rejecting a response.

BIDDER SPECIFICATION INQUIRIES

If the specifications of this bid could restrict competition for vendors prior to award and contractors after award, the Bidder has 72 hours within which to request to the Commission that the specification(s) be changed. The Procurement Manager must receive the written request within 72 hours after the posting date of the bid.

Requested changes to the Commission's specifications shall include the Bidder's concerns regarding restricting competition, provide detailed justification, and provide recommended changes to the specification(s). A Bidder's failure to request changes by the prescribed date and time shall be considered to constitute the Bidder's acceptance of the Commission's specifications.

The Commission shall determine what change(s) to the bid is acceptable to the Commission. If accepted, the Commission shall issue an addendum reflecting the change(s) to the bid, which shall be posted to the Vendor Bid Advertisement System, internet site http://vbs.dms.state.fl.us/vbs/main_menu.

It is up to the bidder to ensure that everything is included as required by the Commission's Purchasing Office. It is not the Commission's responsibility to mail or fax any forms to a potential Contractor. Bid packet information may also be requested from The Commission's Purchasing Section by emailing the Procurement Manager. Please provide solicitation number and project title when requesting any information.

MyFloridaMarketPlace (MFMP) REGISTRATION

In accordance with Rule 60A-1.033 of the Florida Administrative Code (F.A.C.), each contractor doing business with the State for construction services as defined in Section 287.012, F.S., shall register in the MFMP system, unless exempted under Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MFMP website (link under Business on the State portal at www.myflorida.com). Interested persons lacking Internet access may request assistance from the MFMP Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

MONITORING

As defined within the Contract Documents. The Commission's Contract Manager shall actively monitor Contractor's performance and compliance with the terms of the Contract Documents. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in the Contract Documents.

Contractor Performance. The Contractor shall perform the activities described in the Contract Documents in a proper and satisfactory manner. Unless otherwise provided for in the Contract Documents, any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the Contractor. Contractor shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation; the Contractor shall provide evidence of such compliance to the Commission upon request. The Contractor shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the Contractor warrants that it has the capability in all respects totally perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Contractor. Contractor shall immediately notify the Commission's Contract Manager in writing if its ability to perform under the Contract is compromised in any manner during the term of the Contract. The Commission shall take appropriate action, including potential termination of this Contract in the event Contractor's ability to perform under this Contract becomes compromised.

Contractor Responsibilities. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

Commission Rights to Assign or Transfer. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

ELIGIBILITY

The Contractor shall be licensed as necessary to perform under this contract as may be required by law, rule, or regulation; and shall provide evidence of such compliance to the Commission upon request.

By acceptance of this contract, the Contractor warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible contractor, and that the Contractor shall comport with Chapter 287, F.S., and all other applicable rules and laws.

COMMITMENT OF FUNDS

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The Parties hereto understand that this Contract and any renewal thereof is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of

funds for this Contract, and as to what constitutes an “annual appropriation” of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission’s Contract Manager shall notify Contractor in writing at the earliest possible time if funds are not appropriated or available.

AUTHORIZED COMPENSATION

It is understood and agreed that all compensation under this bid is specifically limited to the Contractor’s bid price accepted by the Commission, and to the specific procedure for payment established in this bid and the Purchase Order executed pursuant to it. The Commission is not liable for any costs, fees, expenses or any other compensation whatsoever incurred or charged by the Contractor, other than the bid price paid for the work specifically described in the Contract Documents, which work is actually accomplished and invoiced by the Contractor subsequent to the Commission’s notice to proceed (or other notice to begin work). Thus the Commission is not liable for any costs incurred or charged by the Contractor in anticipation of responding to, or performing work described in, this bid, including but not limited to equipment or personnel procured by the Contractor in anticipation of such work. The Commission is not responsible to the Contractor for any loss or damages resulting from circumstances unforeseen at the time of publication of this bid including, but not limited to, those resulting from a “force majeure”.

PUBLIC RECORDS

A. This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

B. If the Contractor meets the definition of “Contractor” in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:

- i. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**
- ii.** Keep and maintain public records required by the Commission to perform the service.
- iii.** Upon request from the Commission’s custodian of public records, provide the Commission 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, F.S. or as otherwise provided by law.
- iv.** 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 completion of the contract if the Contractor does not transfer the records to the Commission.
- v.** Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission’s custodian of public records, in a format that is compatible with the information technology systems of the Commission.

COOPERATION WITH INSPECTOR GENERAL

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State

official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

RECORD KEEPING REQUIREMENTS

Contractor Responsibilities. The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.

State Access to Contractor Books, Documents, Papers, and Records. The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

Contractor Records Retention. Unless otherwise specified in the Contract Documents, these records shall be maintained for ten (10) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

Contractor Responsibility to Include Records Requirements – Subcontractors. In the event any work is subcontracted under this Contract, Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

INDEMNIFICATION.

If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. This agreement does not constitute a waiver of sovereign immunity or consent by the agency for the state of Florida or its subdivisions to suit by third

parties. If this is a Professional Services contract as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

CONFIDENTIALITY/PUBLIC RECORDS LAW

Bidders are cautioned that Florida law generously defines what constitutes a public record and grants broad rights of public access to those records; see, for example, section 119.07 of the Florida Statutes. If a Bidder believes that its response contains information that is confidential or exempt from disclosure under Florida Law, the Bidder shall clearly segregate and mark that information (for example, stamp each page "Confidential" and place it in an envelope marked "Confidential") and briefly describe in writing the grounds and specific legal citations for claiming exemption from the public records law. If after the notice of intended decision or 30 days after bid opening, whichever is earlier, the Commission receives a public records request related to the solicitation, the Commission will provide copies of public records that are not exempt to the requester. The Commission will endeavor to provide notice to the Bidder of all public records requests received related to documents provided by the Bidder that were marked pursuant to this paragraph. In no event shall the Bidder hold the Commission or any of its employees or agents liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

SECURITY AND CONFIDENTIALITY

The Contractor shall maintain the security of any information created under this Contract that is identified or defined as "confidential" in the Contract Documents. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work. To ensure confidentiality, the Contractor shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

SEVERABILITY AND CHOICE OF VENUE

This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

JURY TRIAL WAIVER

As consideration of this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract.

FLORIDA EMERGENCY SUPPLIER NETWORK

Suppliers of products and services needed by government during hurricanes and other emergencies are invited to join a Florida Emergency Supplier Network. Suppliers will identify emergency products and services available, emergency contact information, plans to maintain their operations and supply chain in emergency circumstances, and pricing arrangements.

This information will be organized and furnished to buyers at State and County Emergency Operations Centers, and suppliers will be recognized with a certificate identifying their business as a member of the Florida Emergency Supplier Network. Please go to the following website to obtain a FESN application and contract:

http://www.dms.myflorida.com/business_operations/state_purchasing/florida_emergency_network/florid

[a emergency supplier network fesn](#)

Please provide the following information for our records on the ownership of your firm (at least 51 percent owned or controlled).

1. _____Caucasian 3. _____Hispanic 5. _____Native American
2. _____Black 4. _____Asian 6. _____Women

By Commission policy, a bid is considered “closed” (or sealed) - and no information will be provided by phone or in person until agency provides notice of its intended decision OR thirty days following the bid opening date, beginning count the day after the opening - whichever comes first. See 60A-1.002(13) Administrative Code, and 120.57(3) (a), F.S.

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**SUPPLEMENTARY TERMS AND
CONDITIONS
FOR
FEC (Retaining Wall)
FWC 18/19-13C**

IN ACCORDANCE WITH SECTION A – DEFINITIONS OF THE GENERAL TERMS AND CONDITIONS FOR THIS PROJECT FEC (RETAINING WALL THE FOLLOWING SUPPLEMENTARY TERMS AND CONDITIONS SHALL BE ADDED TO THE CONTRACT DOCUMENTS:

1. Any product specified by brand or manufacturer within the plans and specifications may be substituted by the contractor with an equal or better product after obtaining written approval from the owner.
2. Where compliance with two or more standards is specified, noted, or drawn for the same item or items, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent item or items may be required without additional cost to the owner. All such conflicts are to be referred to the owner for a final determination as what will be required before proceeding with the work in question.
3. Contractor shall be responsible for upfront payment of all materials required to complete the project.
4. Contractor is responsible for completing and submitting the FWC weekly construction log to FWC project manager.
5. In accordance with the **general terms and conditions**, the number of calendar days from notice to proceed to complete the construction shall be 120 **days**.
6. Substantial completion is to be 10 calendar days prior to final completion with liquidated damages of \$5 per day assessed until final completion is reached.
7. Liquidated damages are to be assessed at \$50 per day after the final completion date, until the project is complete.
8. All duties outlined in the **general terms and conditions** where civil engineer actions are required, FWC will provide the contact information of the engineer of record to the awarded contractor.
9. In accordance with the **general terms and conditions** the FWC shall allow the contractor thirty (30) calendar days to submit for permits from contract issuance. This is to secure and pay for required permits and utility connections, if such permits or connection fees are required before construction can start. After securing the building permit, the construction notice to proceed should be issued.
10. **Drawings, specifications, etc. Copies, changes, ownership.** FWC shall be the owner of all drawing and specifications related to this project.

11. The contractor shall supply to the FWC one (1) set of as-built drawings signed and sealed by a Florida licensed surveyor upon satisfactory completion of the project and acceptance of final payment by the FWC. This includes the electronic survey files in Autocad 2010 or later format.
12. There will be a mandatory pre-bid conference.
13. Additional items to be submitted with the partial payment include application for payment, attachment d – release and affidavit, schedule of values and certificate of completion is to be provided at the final payment.
14. Contractor to take a video prior to construction of current site conditions and provide to the FWC project manager in electronic format.
15. Bids will be accepted from certified General, Building or specialty Marine Contractors. If the bid is in the individual's own name or a fictitious name where the individual is doing business as a sole proprietorship. If the bidder is a business organization, including any partnership, corporation, business trust, or other legal entity, or in any name other than the bidder's legal name or a fictitious name where the bidder is doing business as a sole proprietorship, the bidder must be an agent of a qualified construction business organization as required by F.S 489.119 (2). Please provide a copy of certification or registration with submittal of bid.
16. Project to include all materials, equipment and labor necessary to complete the scope of work.
17. Any item not specifically listed as an additional item is part of the scope of work.
18. All demolished and unsuitable material shall be disposed of off-site in a legal manner.

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