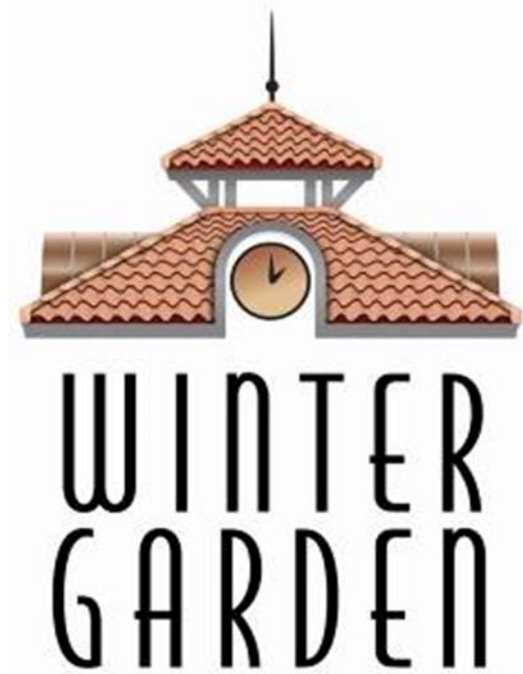


CITY OF WINTER GARDEN



RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

PROPOSAL DUE

April 12, 2019 @ 2:00 p.m.

ATTN: Facilities Management

City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787

Sealed proposals must be received and time stamped by the City Hall Receptionist on or before the date and time referenced above either by mail or hand delivery. Any proposals received **after 2:00 p.m.** on said date **will not be accepted under any circumstances.** Official time will be measured by the time stamp at the City Hall Reception Desk.

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

SECTION I Standard Terms & Conditions

1. Obtain Documents

Documents are available for download at: <http://www.cwgdn.com/bids.aspx>.

If you experience any problems downloading the document, call 407-656-4111.

2. Responses Due

Sealed proposals will be received at the City Hall Reception Desk in City Hall, 300 West Plant Street, Winter Garden, Florida 34787, **until 2:00 p.m. on April 12, 2019**. It is the proposer's responsibility to assure that your proposal is delivered at the proper time to the Reception Desk. Proposals which for any reason are not so delivered will not be considered. All proposals received after the date and time specified will not be accepted.

At 2:15 p.m. on April 12, 2019, all proposals will be publicly opened and acknowledged in the City Hall Commission Chambers. Pursuant to Florida Statute 119.071 (1)(b)1.a, sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

3. City is Not an Administrative Agency

To the fullest extent allowed by law, the City of Winter Garden is not an administrative agency subject to the formal solicitation procedures specified in Section 120.57(3), Florida Statutes, as it may be amended.

4. Preparation of Proposals

Proposals shall be made on unaltered proposals forms furnished by the City, unless otherwise requested within the specification. Fill in all blank spaces and submit one (1) original clearly marked on the outside of the envelope "**ORIGINAL**," and three (3) hard copies,. All responses, and copies, are to be submitted on 8 ½ x 11 inch paper.

Proposals shall be signed in ink with the name of the proposer typed below the signature. Where the proposer is a corporation, limited partnership, limited liability company, or other entity other than an individual, proposals must be signed by an authorized representative of the entity in ink, in longhand (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A proposer may be requested to present evidence of his, her, or its experience and qualifications and the entity's financial ability to carry out the terms of the contract.

5. Proposal Submittal

Proposals shall be submitted directly to the Purchasing office in City Hall, in an opaque, sealed envelope or box. Proposers shall affix the Sealed Proposal Envelope Label located on **page 22** to the outside of their envelope or box. Submit proposal in accordance with the instructions listed herein regarding time, place and date required. Responses received after the time requirement will NOT be opened and will NOT be considered for award. It is the sole responsibility of the respondent to be sure his/her response is delivered directly to the Purchasing office by the required time and date, and that the response is properly sealed and labeled as required. The City will not be responsible for any proposal delivered incorrectly or to the wrong address or location.

All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

6. Basis of Bids/Proposals

The words "BID" and "PROPOSAL" shall be interpreted to have the same meaning for purposes of these specifications, terms and conditions. Proposer will include all cost items; failure to comply may be cause for rejection. No segregated proposals, or assignments will be considered. It is the intent of the City to promote competition. It shall be the responsibility of the proposer to advise the Purchasing Division of any language, requirements, etc. or any combination thereof, which the proposer feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least seven (7) working days prior to opening date and time of the proposal.

7. Submission of Supporting Documents

The successful proposer shall furnish all required documents within ten (10) working days after notification of award. If the successful proposer fails to furnish the required documents within ten (10) working days, the City may withdraw the award and award to the next lowest responsive, responsible proposer.

8. Proposal Prices

The proposer warrants by virtue of proposing that the prices, terms and conditions quoted in this proposal will be firm for a period of ninety (90) days from the date of the public opening unless otherwise specified by the proposer, and shall not be amended after the date and time of the public opening. Any attempt by a successful proposer to amend said prices except as otherwise provided herein shall constitute a default.

Amounts specified herein are for fixed price work or products, including all prices for equipment, labor and materials required to perform the work or deliver the product(s) specified herein. The proposer, having familiarized itself with the local conditions, and conditions listed here, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception, for the proper execution and completion of the contract, and if awarded the contract, to complete the required work or deliver the required product(s) as specified within the proposal package set forth by the City of Winter Garden.

9. Delivery

All prices shall be F.O.B. Destination, Winter Garden, Florida. Delivery date and warranties must be written out and submitted with proposals. We insist delivery dates, as specified, be met. There will be no additional charge for multiple delivery locations.

10. Contract Term

Unless otherwise agreed in a written document approved and signed by the City, the contract shall be in effect for twelve (12) consecutive months from the date the Mayor or other authorized signer signs the contract on behalf of the City. There shall be the option of renewal for a possible second, 12-month period, after written consent of both parties and approval by City Commission or City Manager. Approximately forty-five (45) days prior to expiration of the initial contract period, the successful proposer will be notified by the City if it seeks an extension. To be effective and enforceable, any changes in the scope of services or prices intended to apply in a renewal or extension period must be presented by City staff to the City Commission for approval or rejection. Upon written consent of both parties and approval of the City Commission or City Manager, the contract will be renewed for the second term.

11. Invoicing & Payment

Unless otherwise agreed to by the City, payment terms will be thirty (30) days net from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. Payment shall be made by the City only after the items awarded to a vendor have been received, inspected and found to comply with award specifications, free of damage or defect and properly invoiced, and the invoices is in all respects satisfactory to the City and appropriate for payment. All invoices shall bear the purchase order number or RFP number. Payment for partial shipments may not be made unless that is specified in the RFP. Payments and disputes involving invoices and payments shall be governed in accordance with Part VII, Chapter 218, Florida Statutes (Local Government Prompt Payment Act).

12. Vendor ACH Payment

The City of Winter Garden has implemented an ACH payment option. Utilization of this payment method

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

is preferred, but not exclusive. Successful Proposer may receive payment from the City by contacting Accounts Payable at atodd@cwgd.com.

13. Taxes

The City is exempt from Federal Excise and Sales taxes. Tax exemption number: State #85-8012621706C-4.

14. Mistakes

Proposers are expected to examine the specifications, delivery schedule, prices, extensions and all other instructions provided herein. **Failure to do so will be at the Proposer's risk.** The City is not obligated to give successful proposer extra payments for conditions which can be determined by examining the site and documents. In case of mistake in extended price the unit price will govern and the proposer's total offer will be corrected accordingly.

15. Contract Award

The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. The City shall have the right to select who in the opinion of the City will be in the best interest of and/or the most advantageous to the City after considering the criteria set forth in this RFP. The City also reserves the right to reject any Proposer who has previously failed in the proper performance of a contract or to deliver on time contracts of a similar nature with other governmental entities or who, in the City's opinion, is not in a position to perform properly under the intended contract award. The City reserves the right to waive any minor informalities or technicalities in proposals received, as may be deemed in the best interest of the City in the City's sole discretion. Additionally, the City reserves the right to reject all Proposers at any time prior to execution of a contract and to resolicit (or not) in its sole discretion. A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a selected Proposer. A recommendation of contract award does not constitute a contract. The award of contract to the selected respondent is subject to City Commission approval and the execution of a contract with terms acceptable to the City. The city staff makes recommendations to the City Commission, and the City Commission ultimately has the authority to award contracts, including the right to re-rank Proposers differently than recommended by the City staff.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Firms submitting a proposal along with the required information and documentation will have their proposal evaluated and scored based on the evaluation criteria set forth herein.

Further, each proposal will be evaluated for full compliance with the RFP instructions to the proposers and the terms and conditions set forth within the RFP document. The City will consider the factors set forth in the City of Winter Garden Purchasing Manual in making determinations on the responsibility and responsiveness of proposers and proposals. Proposals will be scored and ranked in accordance with the weighting and grade specified in the following table. **The City is not obligated to make an award to the Proposer with the lowest bid or price submitted.** Proposals will be evaluated and an award made to that Proposer who is determined to be responsible and responsive to this Request for Proposal and whose proposal is the most advantageous to the City in terms of price, quality of service, the Proposer's qualifications and capabilities to provide the specified services and comply with the applicable conditions of this Request for Proposal and Contract, and who in the judgment of the City will best serve the needs and interests of the City.

16. Proposal or Contract Terms at Variance with This Document and the RFP or Specifications

This formal solicitation expressly limits acceptance to the terms of this document. If the proposer submits a proposal that contains additional terms and conditions then, at the option of the City, it may award the

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

contract to such proposer but without the contractual terms that were included in the proposal and which are inconsistent with or different from the language in this RFP, and the specifications and this document so long as the proposal is otherwise responsive to this document and the specifications with the inconsistent language stricken. The proposer hereby agrees that by making a proposal based upon this RFP, that any term or condition inconsistent with this document or the specifications shall be null, void and stricken by the City. Without limitation, the following contract terms and provisions shall be deemed inconsistent and will be stricken:

- a. Any provision that changes the venue for any type of dispute resolution to a location outside of Orange County, Florida.
- b. Any provision that applies the law of any jurisdiction other than the law of Florida.
- c. Any provision that provides for a dispute resolution method other than resolution in the court of appropriate jurisdiction and venue (although non-binding mediation in Orange County, Florida using a mutually agreed mediator will not be deemed inconsistent). Dispute resolution through arbitration or through any other tribunal court of appropriate jurisdiction and venue (in Orange County, Florida).
- d. Any provision that provides for attorneys' fees to the prevailing party in any litigation between or among the parties is inconsistent and shall be stricken.
- e. Any provision that limits the remedies and warranties available to the City of Winter Garden under applicable provisions of Florida law shall be inconsistent and stricken. Although the Uniform Commercial Code and Florida law will allow for limitation of warranties and remedies, such limitations are also inconsistent with the intent of this formal solicitation and will be stricken from the contract if awarded.

It is the intent of the parties that the City of Winter Garden shall reserve all of its rights of warranty and remedies available to the fullest extent under Florida law, without limitation.

- f. Any provision that alters the risk of loss and/or FOB point of responsibility with respect to goods in transit that are inconsistent with the provisions of this document or the specification shall be inconsistent and stricken.
- g. Any provision that provides for the City of Winter Garden to hold harmless and indemnify another party shall be inconsistent with this formal solicitation and stricken.
- h. Any provision that, to any extent waives, alters or modifies (or purports to do so) the sovereign immunity rights of the City of Winter Garden shall be deemed to be inconsistent with this formal solicitation and shall be stricken.
- i. Any proposal that purports to establish a lien or security interest in any property sold by the vendor or any other property of the City shall be deemed unlawful and inconsistent with this formal solicitation and stricken.
- j. Any term that is proposed that would alter the rate of interest and terms for payment in a manner inconsistent with this formal solicitation shall be deemed to be stricken although to the extent the Florida Prompt Payment Act applies, that statute shall govern, with the City reserving all rights under such Act.

17. Modifications and Withdrawals

Proposals cannot be modified after submitted to the City. Proposers may withdraw proposals at any time before the public opening. HOWEVER – NO PROPOSAL MAY BE WITHDRAWN OR MODIFIED AFTER THE PUBLIC OPENING and shall constitute an irrevocable offer for a period of ninety (90) days to provide to the City the services set forth in this formal solicitation, or until one or more of the proposals have been awarded. If an RFP or RFQ procurement, including but not limited to a procurement under CCNA (s. 287.055), the City may negotiate a contract or purchase that deviates from the proposal submitted in the interest of the City.

18. Disqualifications

The City of Winter Garden reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the proposer. (See Non-Collusion Affidavit form). Proposer also warrants that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein.

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

19. Proposal Costs

Costs related to the preparation of a response to this formal solicitation are solely those of the proposer, and the City assumes no responsibility for any such costs incurred by the proposer.

20. Protests and Purchasing Manual

Bid protests shall be governed by the provisions of and process set forth in the City of Winter Garden Purchasing Manual ("Purchasing Manual"). The Purchasing Manual is incorporated herein by this reference and is available for review online on the City's website. Failure to timely file a written bid protest and pay the required bid protest fee in accordance with the Purchasing Manual shall constitute a waiver and invalidation of any protest to the award of contract under this solicitation. Proposers are responsible for reviewing the City's procurement website on a routine basis for potential notices of addendums to this solicitation, notice of award recommendations, protest documents and other matters relevant to this solicitation.

A stay of award which may be in place pending a protest shall terminate upon a final decision being rendered by the City or earlier as determined by the City in accordance with the City's Purchasing Manual. The City is not required to stay an award of contract once the City has made a final decision even if litigation is threatened or filed against the City. If a bid protest proceeding reaches a *de novo* appeal hearing before the City Commission, such City Commission is considered quasi-judicial in nature.

By responding to this solicitation, all proposers agree that in the event a proposer prevails in litigation against the City arising from any procurement act, omission or decision relating to this solicitation, that in no event shall the City have monetary liability which exceeds the proposer's actual preparation cost for submitting a response to this solicitation. No other damages, including but not limited to damages for lost profits, lost business opportunity and/or compensatory or consequential damages of any type or special damages of any type shall be due to or recovered by the prevailing proposer in litigation against the City, even if the contract is awarded by the City to another proposer, if the protester has failed to obtain an injunction from a court of proper jurisdiction prohibiting the City from making such award. This provision is not intended to create a cause of action for monetary damages or injunctive relief if one does not exist in accordance with common law.

In the event of any inconsistency or ambiguity between the terms of the Purchasing Manual as compared with the terms of this document and the formal solicitation specifications at issue, the terms of this document and the formal solicitation specification at issue shall govern and control.

21. Agreement

The resulting Agreement or Contract, which shall include these General and Special Conditions and all Amendments or Addenda issued by the City, contains all the terms and conditions agreed upon by all parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement/Contract shall be deemed to exist or to bind either party hereto. All proposed changes must be submitted to the City in writing, and approved by the City Manager, Assistant City Manager and/or Commission in writing prior to taking effect.

22. Additional Purchases by Other Public Agencies

The vendor, by submitting a proposal, authorizes other public agencies to "piggy-back" or purchase commodities or services being proposed in this formal solicitation at prices proposed, unless otherwise noted on the proposal sheet.

23. Use of Other Contracts

The City of Winter Garden reserves the right to utilize (including but not limited to "piggy-backing") any applicable State of Florida contract, city or county governmental agencies contract or Central Florida Purchasing Cooperative contract, if in the best interest of the City.

24. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity,

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The proposer shall provide a certification of compliance regarding the public crime requirements.

In submitting a proposal to the City of Winter Garden, the proposer offers and agrees that if the proposal is acceptable, the proposer will convey, sell, assign or transfer to the City of Winter Garden all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Winter Garden. At the City of Winter Garden's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to proposer.

25. Certificate of Insurance

The successful proposer and any subcontractors of the vendor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City. The successful proposer shall submit certificates or other documentation evidence to the City with the signed agreement, attesting to insurance coverage for Worker's Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance in the amount of \$1,000,000.00, and other requirements, as summarized on and in the amounts specified on the attached **Summation of Insurance Requirements**. The selected proposer shall not commence work under any agreement until obtaining all insurance coverage under this section and until the City has approved such insurance.

The City of Winter Garden shall be named as an **ADDITIONAL NAMED INSURED** on all certificates and policies pertaining to this project, except for Worker's Compensation and Professional Liability Insurance policies. Insurance companies must be licensed to do business in the State of Florida with a Best's Key Rating Guide rate of no less than A. This information will be verified in the City's discretion, and it may be grounds for disqualification if the information is not in order.

26. License, Permits or Fees

It shall be the responsibility of the successful proposer to obtain all licenses and permits, as required, to complete this service at no additional cost to the City. Permits and the payment of related fees are required from the City of Winter Garden within the scope of work in these specifications. Said fees paid for required building permits may be reduced in entirety for the City of Winter Garden, only. The successful proposer is required to obtain the permits; however, the successful proposer may inform the Building Division they are under contract to the City, and request a reduction of the required fees as referenced above. Payment of these fees does not relieve the successful proposer from the financial responsibilities or other requirements imposed by other governmental agencies relating to permits, licenses or fees which they may impose. This does not include waiving school impact fees or Competency Card License fee when applicable. The successful proposer is required to obtain all necessary inspections including building, plumbing, mechanical and electrical inspections and the Certificate of Occupancy must be obtained prior to occupancy as is required by the Winter Garden Building Division. All other related Land Development Code requirements related to building projects must be observed including, but not limited to, landscape, irrigation, lighting and storm water provisions. All required licenses and permits shall be disclosed by true and correct copy thereof upon submission of the proposal, and thereafter, shall be readily available for review by the City (reference to the "City" herein shall also mean any official or employee of the City acting in proper authority on behalf of the City).

27. Termination/Cancellation of Contract

The City reserves the right to cancel the contract, at any time, without cause and without penalty with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the proposer of any obligations for any deliveries

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the proposer of any obligations or liabilities resulting from any acts committed by the proposer prior to the termination of the contract.

28. Termination for Default

The City Manager or other City representative shall notify, in writing, the proposer of deficiencies or default in the performance of its duties under the Contract, by regular mail (or otherwise) to the address provided by proposer in its proposal. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specified elsewhere in the solicitation, whether or not the proposer has received notice of those instances of deficiency. It shall be at the City's discretion whether to exercise the right to terminate. Proposer shall not be found in default for events arising due to acts of God.

29. Termination for City's Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever a City representative shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery by regular mail (or otherwise) to the address provided by successful proposer in its proposal of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, successful proposer shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to successful proposer. Successful proposer shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

30. Drug-Free Workplace

The proposer, his/her/its employees, subcontractors, and his/her/its employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of controlled substances while at work and while traveling to or from work. If any employee reports to work under the influence of alcohol or drugs the employee shall be immediately removed from the City premises by the proposer. The contractor will be held responsible for any damages, loss or extra expenses caused by delays incurred by such actions. The proposer shall certify that the firm has a drug free workplace policy in accordance with Florida Statute 287.0878. Failure to submit this certification shall result in the rejection/disqualification of the proposal.

See attached Drug Free Workplace Form.

31. Indemnification

The selected Contractor(s) shall be required to provide certain indemnifications in favor of the City and its employees and elected and appointed officials and officers as follows:

Contractor agrees to indemnify and hold harmless the City of Winter Garden, its employees and elected and appointed officials, and officers, from all claims, judgments, damages, losses, and expense (including reasonable attorneys' fees, experts' fees and litigation costs incurred at all trial and appellate levels with attorneys and experts selected by the City) arising out of or resulting from the performance or nonperformance of the work or services provided within the scope of this Agreement to the extent caused in whole or part by any negligence, recklessness, or intentional wrongful misconduct of the Contractor or persons employed or utilized by the Contractor in the performance of any Services rendered under this Agreement. If the type of services being performed under this Agreement require a maximum monetary limit of indemnification under general law, then the maximum monetary limit under this section and other indemnifications contained within this Agreement shall be two million dollars per occurrence, which the City and Contractor agree bears a commercially reasonable relationship to this Agreement; otherwise there is no maximum limit of indemnification.

Contractor shall indemnify and hold harmless the City from and against any and all claims against the City, or any of its officials, officers, and employees, by any employee of the successful respondent or of any

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

subcontractor arising out of or concerning the services or work performed under the Agreement between the City and the Contractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

In the event these indemnification provisions or any other indemnification provision of the Agreement is deemed inconsistent with any statutory provision or common law principle, such indemnification provisions shall be severable and survive to the greatest extent possible to protect the City and the City's employees and elected and appointed officials and officers.

The required indemnifications shall survive the termination, cancellation, or expiration of the Agreement, and shall not be limited by reason of any insurance coverage.

32. Accidents & Claims

The successful proposer shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims and actions brought against the City or its officials, representatives, agents, officers, and employees, and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work, or otherwise related to the project. See also **Summation and Insurance Requirements**.

33. Laws & Regulations

The successful proposer at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the City of Winter Garden against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

The successful proposer is assumed to have made himself/herself/itself familiar with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof.

In the event of any litigation or claim between the proposer/vendor on this formal solicitation and the City of Winter Garden, including but not limited to any claim or litigation related to an agreement resulting from this formal solicitation process or any other type of dispute related to this RFP, the venue shall be in Orange County, Florida, where all laws, regulations, ordinances, codes, and rules of Florida and the City of Winter Garden shall be used in the adjudication.

All responses, questions, conversations are public information including any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, F.S. 119. The tender of a proposal authorizes release of all of your company's information as submitted.

34. Communications

To ensure fair consideration for all prospective proposers throughout the duration of the formal solicitation process, the City of Winter Garden prohibits communication, whether direct or indirect, regarding the subject matter of the RFP or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official, selection committee member, or representative of the City of Winter Garden, from the date of first publication or issuance of the specifications until the Commission makes the award. Communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the RFP or any future formal solicitation.

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

The sole exception to the foregoing rule is that any questions relative to interpretation of specifications or the formal solicitation process may be addressed to Michael Caines Fleet and Facilities Division Manager, in writing at mcaines@cwgd.com, and, the person sending the question agrees that the City may furnish a copy of the question to all other proposers and other persons who have registered an interest in responding to the formal solicitation. Questions of a material nature must be received no later than seven (7) business days from the date and time of the public opening.

35. Addenda

When questions arise that may affect the proposal, the answers will be distributed in the form of an Addendum, which will be posted on the City's web site. All proposers should check the City's website or contact the City's Facilities Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. The City, in its sole discretion, may delay and change the scheduled due dates indicated herein. Addenda information will be posted on the City's website at <http://www.cwgd.com/bids.aspx>. It is the sole responsibility of the proposer to ensure he/she obtains information related to Addenda.

All addenda must be acknowledged on the Signature Sheet to be considered responsive. Failure to acknowledge all addenda may result in the disqualification of the proposal response.

36. Subcontractors

The successful proposer shall not employ subcontractors without the advance written permission of the City Manager or designee. The successful proposer shall be fully responsible for the services and work provided by a subcontractor under the terms of this formal solicitation. The successful proposer agrees that any employee or agent of the proposer and any agent/employee of a subcontractor to the proposer shall be removed from the City jobsite or City premises upon request by the City Manager or designee. Such request will only be issued to remove a person if the City Manager or designee has a reasonable basis (as determined in his or her discretion) that the presence of such person on City property or at a City jobsite is not in the best interest of the City, or its employees, guests, visitors or citizens. Additionally, a person may be directed to be removed if the person is reasonably deemed to be under the influence of drugs or alcohol, or is behaving in any manner reasonably determined to be unacceptably disruptive or in violation of any criminal law.

37. Assignability

Assignment of the contract, or any portion of the contract, cannot be made without the advance written consent of the City's agent.

38. Waiver, Alterations, Consent and Modification

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City Commission, City Manager, and/or Assistant City Manager Administrative Services.

39. Fiscal Year Funding Appropriations

Specific Period: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period (October 1 through September 30), at the time of contract. Payment and performance obligations for succeeding fiscal periods, and any renewals, are subject to appropriation by City Commission of funds prior to entering agreement.

40. No General City Obligation

In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

41. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

subsequent fiscal period, the contract may be cancelled by the City and the contractor will be entitled to reimbursement for the reasonable value of any nonrecurring costs incurred but not advertised in the price of the supplies delivered under the contract, renewal or otherwise recoverable.

42. Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the ***proposers are requested to identify specifically*** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

43. Compliance

All companies doing business with the City of Winter Garden must do so in the English language and make proposals or other money quotations in U.S. currency. There shall be no customs, duties or import fees added to the cost shown in the proposal. In the event of any legal disputes the laws of the State of Florida and, where appropriate, the United States of America shall prevail. Venue for any court proceedings arising out of or related to this RFP or any resulting contract or purchase shall be in a court of competent jurisdiction in Orange County, Florida

44. Equal Opportunity Employment

The contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. Each employee of the contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (or most recent) (18 USC 4082)(c)(2).

45. Fair Labor Standards Act

Contractor is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

46. Unauthorized Aliens

The Owner shall consider the employment by Contractor of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended; and shall be considered a basis for determination by the City of a non-responsive proposal. This requirement shall be contained in any contract executed pursuant to this RFP.

47. False Claims

If the selected Contractor is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Contractor, Contractor shall be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part of Contractor's claim. The City and Contractor acknowledge that the "Florida False Claims Act" provides civil penalties not more than \$10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Contractor agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement and the services performed hereunder.

48. Reductions in Work

The City shall have the sole right to reduce (or eliminate, in whole or in part) the Scope of Work, any Project,

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

or any Service Authorization at any time and for any reason, upon written notice to the Contractor specifying the nature and extent of the reduction. In such event the Contractor shall be fully compensated for the Services already performed, including payment of all Project-specific fee amounts due and payable prior to the effective date stated in the City's notification of the reduction. The Contractor shall also be compensated for the Services remaining to be done and not reduced or eliminated on the Project. However, Contractor will not be compensated for services not performed or that are eliminated from this Agreement by City.

49. Disclaimer of Liability

The City will not hold harmless or indemnify any respondent for any liability whatsoever.

50. Sovereign Immunity Reserved

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity or any other privilege, immunity or defense afforded by law to the City and its employees, officials and officers.

51. Compliance with Occupational Safety and Health

Proposer certifies that all material, equipment, etc. contained in this formal solicitation, meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the successful qualifier, and the material, equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the day of delivery, all costs, necessary to bring the materials, equipment, etc. into compliance with the aforementioned requirements shall be borne by the qualifier. Proposer certifies that all employees, subcontractors, agents shall comply with all O.S.H.A. and state safety regulations and requirements.

52. Severability

If any term, provision or condition contained in this Agreement shall to any extent, be held invalid against public policy, or otherwise unenforceable by a court of law, the remainder of this Agreement, or the application of such term or provision shall otherwise be fully enforceable.

53. Public Records

The proposer shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time-records and cost data shall be maintained in accordance with generally accepted accounting principles.

The proposer shall maintain and allow access to the records required under this section for a minimum period of five (5) years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.

The City reserves the right to unilaterally terminate this Agreement if the proposer refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the proposer in conjunction, in any way, with this Agreement.

In addition to the above, if Federal, State, County or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida or the County of Orange, or any representative, shall have access to any books, documents, papers, and records of the proposer which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

The proposer agrees to fully comply with all State laws relating to public records including with all "Contractor" provisions of Section 119.0701(2), Florida Statutes if awarded a Contract

The proposer agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

54. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original,

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

but all of which, taken together, shall constitute one and the same document.

55. Lien

No lien or security interest in any City property may be created in relation to this Agreement.

56. Authority to Bind City

No officer or employee has the authority to bind the City to the terms of this formal solicitation. A majority vote of a quorum of the members of the City Commission present at a duly noticed meeting held in accordance with Florida Statute 286.011 (the Florida Sunshine Law) shall be required to bind the City to the terms of this formal solicitation. This provision shall not apply to the extent that a particular procurement or type of purchase may be entered by the City Manager pursuant to an Ordinance of the City.

57. Breach

Notwithstanding any limitation of warranty or remedy, the City reserves all remedies available under Florida law in the event of a breach of the terms of this proposal. Without limitation it will be a material breach if the successful proposer delivers non-conforming goods or goods or services not reasonably fit for the intended purpose.

Notwithstanding any limitation of warranty, the successful proposer warrants that the goods, services, and products sold or provided to the City will be fit and useful for the intended purpose for which such products or services were sold or provided to the City and the successful proposer warrants that the goods and services are in conformance with the representation made during the formal solicitation process or are of a quality consistent with the prevailing standard for similar products and services in the commercial market.

Unless otherwise prohibited by law, in the event the Contractor who is awarded a contract by the City is terminated or removed from further work by the City for a default in the performance under the Agreement, the City may, without commencing a new competitive procurement process and without waiving any rights or remedies against the defaulting Consultant, contract with the next highest ranked respondent that is ready, willing, and able to complete the work or services if such is determined by the City to be in the City's best interest.

58. Limitations on Damages.

If the Contractor has been delayed in completing its Services through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of the Contract or any services authorization, then, in the City's reasonable discretion, and upon the submission to the City of evidence of the causes of the delay, the Contractor shall be granted an extension of its Project schedule equal to the period the Contractor was actually and necessarily delayed, as Consultant's sole and exclusive remedy. In no event shall the City be liable to the Contractor for damages caused by delays, impacts, disruption, acceleration, resequencing, and interruptions regardless of the cause. Contractor expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays in services, and Contractor expressly waives any and all other remedies for any claim for increase in the Contract price or sum, damages, expenses, losses, or additional compensation.

IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONTRACTOR OR ANY THIRD PARTIES ARISING OUT OF THE AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE CONTRACTOR OR BY THE CITY UNDER THE AGREEMENT OR UNDER A SERVICES AUTHORIZATION ISSUED UNDER THE AGREEMENT.

59. Ethics

The selected Contractor shall not engage in any action that would create a conflict of interest in the performance of the actions of any City official, officer, employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Contractor hereby certifies that no officer, agent or employee of the City has any material interest (as defined in Section 112.312 (15), Florida Statutes), as over 5% either directly or indirectly, in the business of the Contractor

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement. Respondents and the selected Contractor shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent/Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for respondent, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability.

60. Dispute Resolution

Dispute resolution shall be by pre-suit mediation and litigation held in Orange County, Florida. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally.

If pre-suit mediation does not resolve the dispute, then the dispute shall be resolved by litigation before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. Each party shall bear its own costs and fees in any mediation and litigation arising out or concerning the Agreement, except as may be allowed pursuant to an indemnification provision of the Contract.

61. Solicitation

Proposers, their agents, or associates shall refrain from contacting or soliciting any City staff or City Commission member directly or indirectly regarding this formal solicitation during the selection process. This "blackout period" will be as defined in the previous section entitled "Communications", and begins with the date of first publication or issuance of the specifications for the solicitation and the blackout period ends when the City reaches a procurement decision. Failure to comply with this provision may result in disqualification of the proposer.

62. Procurement Decision

The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. The City shall have the right to select who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject any respondent who has previously failed in the proper performance of a contract or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. Additionally, the City reserves the right to reject all respondents and to resolicit (or not) in its sole discretion. A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a selected respondent. A recommendation of contract award does not constitute a contract. The award of contract to the selected respondent is subject to City Commission approval and the execution of an Agreement with terms acceptable to the City. The City staff makes recommendations to the City Commission, and the City Commission ultimately has the authority to award contracts, including the right to re-rank respondents differently than recommended by the City staff.

63. Scrutinized Companies

Pursuant to Senate Bill 444, Laws of Florida Chapter 2012-104, and Section 287.135, Florida Statutes, the City will not contract with any entity that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in The Iran Petroleum Energy Sector List, with respect to any contract for goods or services of \$1M or more. The City shall have the right to immediately terminate the contract/purchase in its sole discretion if the company is found to have submitted a false certification or it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in The Iran Petroleum Energy Sector List. And, if the company has submitted a false certification, then the City shall have the right to bring a lawsuit seeking civil penalties, damages, attorneys'

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

fees and costs as authorized by Section 287.135, Florida Statutes.

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RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

SECTION II: Scope of Work

Introduction

The City of Winter Garden is seeking to award a contract for the construction of a Metal Storage Building as specified below. The building is to be constructed at the City's Public Work Complex, 880 W Bay Street Winter Garden, FL 34787

Contractor shall be responsible for providing all permits, labor, materials, machinery and equipment necessary to construct and complete the project.

City shall be responsible for clearly delineating project location and scope of work.

General. The building being requested will be used for outdoor storage and will be placed onto an existing asphalt surface. The surface is generally level with no defects. There are no doors required on the building and no insulation is required. There are no utilities to be installed.

Specifications

- Length: 160ft
- Width: 30ft
- Leg Height: 16ft
- Material: Galvanized Metal
- Roof: A-Frame, Vertical Metal Panels
- Ends: Closed
- Sides: Closed, one side with openings as specified
- Openings: (11) on one side, Size 12ft wide x 14ft tall (No Doors)
- Surface: Building is to be constructed in place on existing asphalt and secured to meet Florida

- Wall and Trim Color:
-
-

Project Response Time. Proposer shall indicate on the forms supplied the estimated days after receipt of order to begin the project and number of days to complete.

Application for Payment. Application for payment shall be submitted on the Contractor's invoice. A deposit payment will be considered. All other payment terms will apply.

Construction Methods.

Quality of Work. If at any time any materials or workmanship should be discovered which do not comply with the plans, specifications and contract drawings, such defective work and/or material shall immediately be removed or corrected by the Contractor when notified by the City, and such defects shall be replaced or corrected at the Contractor's expense. Any work or materials condemned by the City as unsuitable or improperly done shall be removed and repaired or otherwise remedied, as specified by the City.

If the Contractor neglects or refuses to remove or replace defective work or materials within seven (7) days from the date of notice by the City, the City may remove or cause the same to be removed and satisfactorily replaced by a Contractor as deemed expedient & responsible. Additionally, they may and are empowered to charge the expense thereof to the deficient Contractor. The expense so charged will be deducted and paid by the City out of such monies as are or may become due under this agreement. If such monies are

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

insufficient to meet said expense, the additional monies shall be furnished by the Contractor.

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect him from loss on account of:

- (i) Defective work not remedied;
- (ii) Claims filed or reasonable evidence indicating probable filing of claims;
- (iii) Failure of the Contractor to make payments promptly to subcontractors or for material, labor and/or equipment;
- (iv) A reasonable doubt that the Contract can be completed for the balance then unpaid;
- (v) Damage to another Contractor;
- (vi) Failure of Contractor to perform cleanup and/or restoration;
- (vii) Insolvency of Contractor
- (viii) Manifest intent of Contractor not to proceed diligently or to complete the Contract.

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RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

SECTION III: Proposal Format:

Proposers must respond in the format delineated below.

Please submit one (1) **original**, three (3) hard copies, and one (1) **electronic copy on USB** for document management purposes. All responses, and copies, are to be submitted on 8 ½ x 11 inch paper. If your response contains any information deemed confidential, provide an additional USB with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

Addenda are to be acknowledged on the Signature Sheet.

Failure to submit this information will render your proposal non-responsive. Each Section is to be preceded with a Tab delineating the information after the Tab.

Note: The City shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to the RFP. This Request for Proposals does not and shall not commit the City or their agents to enter into any agreement, to pay any costs incurred in preparation of the submittals or to procure or contract for services or supplies.

1. Proposer's Experience

Indicate your company's technical experience, number of years in the industry and background in providing these services. Proposal should provide a detailed description of comparable projects (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five years; please specify whether each project is completed or ongoing. The description should identify for each project:

- the client
- description of work
- duration of project
- contact person and phone number for reference
- the results/deliverables of the project

2. Company Overview

Provide the number of employees & crews your company currently has available to perform the required services for the City.

3. Pricing

To be submitted on unaltered forms provided by the City, found on pages 22 –29, and included in this section.

4. Business License & M/WBE Certification

A current, State-issued business license & M/WBE certification, if applicable, should be included in this section.

5. References

Proposal should provide names, addresses, and phone numbers for a minimum of three (3) references, including municipalities or other organizations that would be capable of explaining and confirming your firm's capacity to successfully complete the stated scope of your proposal.

6. Required Forms

Include fully executed **Signature Sheet, Drug Free Workplace Form, E-Verify Affidavit, Florida Certificate of Good Standing, Non-Collusion Affidavit of Prime Respondent and Proof of Insurance** in this section.

7. Miscellaneous

Additional information which the Proposer feels will assist in the evaluation, should be included.

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

SECTION IV: Evaluation Procedure

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

CRITERIA

Firms submitting the required criteria will have their responses evaluated and scored for qualifications. The following represent the principal selection criteria, which will be considered during the evaluation process. Points are determined by multiplying weight times grade.

Shortlisting of firms will be based on converting each Committee Member's Total Score into a ranking with the highest score ranked first, second highest score ranked second, etc. Once converted, the Committee Member's ranking for each firm will be entered into a shortlist summary. The Total Score recorded on the summary sheet will determine the ranking and shortlisting.

Each response will be evaluated for full compliance with the RFP instructions to the respondents and the terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm(s) whom is most fully qualified based upon the herein described needs of the City. Responses will be scored and ranked in accordance with the weighting and grade specified in the following table.

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RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

Evaluation Criteria

All responsive & responsible proposals shall be reviewed & evaluated by the City Selection Committee with the following criteria to be graded 1 – 5, with 5 being the best (refer to Section IV for adjusted evaluation weights): Proposer’s Experience, Company Overview, Pricing, Location of Company and M/WBE Certification, if applicable.

Location of Company shall be graded based on the principal address of the company in accordance with the following (*current copy of business license required*): City of Winter Garden = 5, Orange County = 4, City of Orlando = 3, State of Florida = 2 and Out of State = 1.

Proposer’s who claim M/WBE Certification (*State issued certification required*) shall receive a grade of 5. Those who are not shall receive a grade of 1.

Evaluation Criteria

Pricing	14	1 2 3 4 5	70
Proposer’s Experience	12	1 2 3 4 5	60
Company Overview	6	1 2 3 4 5	30
Delivery/Completion	5	1 2 3 4 5	25
Location of Firm	2	1 2 3 4 5	10
M/WBE	1	1 2 3 4 5	5

Total Points to be earned are on a scale of 1 – 200 points, 1 = lowest, 200 = highest

SCORING DEFINITIONS

- 1= **Poor** – Lacking or inadequate in most basic requirements, specifications, or provisions for the specific criteria.
- 2= **Below Average** – Meets many of the basic requirements, specifications, or provision of the scope, but is lacking in some essentials aspects for the specific criteria.
- 3= **Average** – Adequately meets the minimum requirements, specifications, or provisions of the specific scope, and is generally capable of meeting the City’s need.
- 4= **Above Average** – More than adequately meets the minimum requirements, specifications, or provision of the specific scope, and exceeds those requirements in some aspects for the specific scope.
- 5= **Excellent** – Exceeds minimum requirements, specifications, provisions in most aspects for the specific criteria.

Prospective respondents are prohibited from contacting any member of the Selection Committee, employee or public official (except the Facilitator) at any time during the formal solicitation process, up to the time of contract award. Any attempted contact may be grounds for disqualification.

Tentative Calendar of Events*		
2	Responses Due	April 12, 2019
4	Oral Presentations and Final Ranking	April 25, 2019

* All times, dates and actions are subject to change. In accordance with F.S. 286.0113, portions of the meetings may be exempt from public meetings requirements. All interested parties are welcome to attend the non-exempt portions of the public meetings.

RFP-FAC-19-01 CONSTRUCTION OF METAL STORAGE BUILDING

Selection Process

The selection process is as follows:

1. The Selection Committee will evaluate all proposals which have been determined to be responsive.
2. The Selection Committee will then rank the proposals of those firms based on their submittals to determine a short list.
3. If oral presentations are conducted from the short listed firm(s), a post-presentation ranking will be conducted to determine the overall top ranked firm.
4. The Fleet and Facilities Division Manager will prepare an agenda item for the award recommendation to the City Commission.
5. The City Commission of the City of Winter Garden will make the final selection after considering the recommendations and rankings of the Committee. The City Commission's decision will be final.

Formal Oral Presentations/Interviews

The City may conduct oral interviews with, or receive oral presentations from, two or more of the short listed firms. Oral presentations will be held in accordance with F.S. 286.0113 and will adhere to the following guidelines:

The Fleet and Facilities Division Manager will establish the schedule and proposers will be notified at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The City will allot equal time for each proposer divided into two sequential parts: formal presentations, and questions and answers.

Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

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BID CHECKLIST

Bidders should use the following bid check list as a guide to assist in the Bid submittal. This checklist is intended to be used as a tool to assist Bidders, but is not a substitute for Bidders' obligation to read and understand the provisions of this Request for Proposal. Additional items may be required to be submitted by the terms of this Request for Proposal which are not listed below:

- _____ Proposer's Experience
- _____ Company Overview
- _____ Pricing
- _____ Business License & M/WBE Certificate (if applicable)
- _____ References
- _____ Required Forms
- _____ 1 Original, 3 Hard Copies & 1 Electronic Copy

Sealed Proposal Envelope Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the RFP submittal. The label will facilitate the Purchasing Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened.



SEALED PROPOSAL ENCLOSED

Company Name: _____

Company Address: _____

Company Telephone Number: _____

**City of Winter Garden
Attn: Facilities Management
300 West Plant Street
Winter Garden, FL 34787**

Solicitation No: RFP-FAC-19-01

Solicitation Title: Contract for Construction of Metal Storage Building

Solicitation Due Date & Time(EST): April 12, 2019 by 2:00 p.m.

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor and materials as required with this specification.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the City's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

(print/type name as signed above): _____

DATE: _____

DRUG-FREE WORKPLACE FORM

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

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for 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 contract a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(Authorized signature)

(Date)

(Print/type name as signed above)

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

I, the duly authorized representative/agent of _____ hereinafter referred to as Contractor, by this Affidavit attest to the following:

The Contractor acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Contractor hereby affirms and agrees that Contractor is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Contractor shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security’s E-Verify System during the term of this Agreement. Contractor shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor’s current and prospective employees using the U.S. Department of Homeland Security’s E-Verify System. The Contractor shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Contractor shall be liable to the City for any costs incurred by the City as a result of the breach.

In accordance with § 837.06, Fla. Stat., Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in § 775.082 or § 775.083, Fla. Stat.

Contractor Name: _____

By: _____

Title: _____

Print: _____

Date: _____

NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT

STATE OF _____)
COUNTY OF _____)

_____, being duly sworn, deposes and says that:

- (1) He/she is _____ of _____,
Title Firm/Company
the respondent that has submitted the attached response.
- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Garden, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

(Title)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____(Signature of Notary Public)
_____(Name of Notary Typed, Printed or Stamped)
Notary Public
_____(Commission Number)

PUBLIC RECORDS ACT/CHAPTER 119 REQUIREMENTS

Contractor/vendor agrees to comply with the Florida Public Records Acts to the fullest extent applicable, and shall, if this engagement is one for which services are provided by doing the following:

1. Contractor/vendor shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
2. Contractor/vendor shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Contractor/vendor shall insure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and
4. Contractor/vendor shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

The parties agree that if the contractor/vendor fails to comply with a public records request, then the City must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes. Notwithstanding any other requirement herein stated, the Contractor/vendor shall comply fully with the requirements of Florida Statutes 119.0701.

Contractor Name: _____

By: _____

Title: _____

Print: _____

Date: _____

INSURANCE REQUIREMENTS

✓	Worker's Compensation Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✓	Employer's Liability \$500,000.00 each accident, single limit per occurrence
✓	Commercial General Liability (Occurrence Form) patterned after the current ISO form \$1,000,000.00 single limit per occurrence \$2,000,000.00 aggregate for Bodily Injury Liability & Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
✓	Automobile Liability \$1,000,000.00 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included. \$2,000,000.00 each accident; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.

Vendor shall ensure that all subcontractors comply with the same insurance requirements that he/she is required to meet. The same Vendor shall provide the City with certificates of insurance meeting the required insurance provisions.

The City of Winter Garden must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Garden.

Thirty (30) Days Cancellation Notice required.

PRICING FORM

Total Installed Price _____

Days to start ARO _____

Days to Complete _____