

NOTICE OF INVITATION TO BID

SEALED BIDS FOR A LICENSED CONTRACTOR TO “CONSTRUCT A NEW COMMUNITY CENTER” WILL BE ACCEPTED BY THE TOWN OF INDIAN RIVER SHORES, 6001 N HIGHWAY A1A, INDIAN RIVER SHORES, FLORIDA 32963. **UNTIL 3:00 P.M. ON TUESDAY, MARCH 20<sup>TH</sup>**. BID ENVELOPES ARE TO BE MARKED AS FOLLOWS:

**NEW COMMUNITY CENTER**  
**BID SUBMITTAL: TUESDAY, MARCH 20, 2018**  
**BID OPENING: 3:00 P.M.**

The Contractor shall be properly licensed and registered to work in the Town of Indian River Shores and shall provide proof of insurance to conduct its business, with all licenses, permits, & certificates as may be required by all local, State of Florida, and Federal agencies. The Contractor shall submit a current license from the State of Florida and must be capable of obtaining the appropriate permits, licenses, and certificates to perform the project in the Town of Indian River Shores.

**A performance bond or irrevocable letter of credit is required on any resulting contract. A bid bond is not required for this project.**

Bidding details are available on [www.demandstar.com](http://www.demandstar.com) or on the Town’s website at [www.irshores.com](http://www.irshores.com).

All bid items shall conform to the Bid Documents unless specifically approved in advance in writing by the Town Manager or identified in any addendums.

Any person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid as proscribed by Section 298.133, F.S. **Any bids received without the signed Bid Proposal, Proof of Contractor’s License, the Drug Free Workplace Form and Preliminary Project Schedule will be considered incomplete and bid will be disqualified.**

A mandatory pre-bid conference is scheduled for **Tuesday, March 13, 2018 at 9:30 a.m.** in the Council Chambers located at Town Hall, 6001 N Highway A1A, Indian River Shores. **Design plans will be provided at this pre-bid meeting.** Any comments need to be emailed to [mfentress@irshores.com](mailto:mfentress@irshores.com) by the end of business day on March 15, 2018, and the Town will respond with an addendum.

Bids duly submitted will be publicly opened and read aloud at the date and time specified above in Town Council. The Town reserves the right to reject any and all bids, or to accept any bid or portion thereof deemed to be in the best interest of the Town, and to waive any non-substantial irregularities.

By: Robert H. Stabe, Jr., Town Manager

**\*\* REVISION TO INVITATION TO BID: Item #17 on page 7 is NOT required for this project. \*\***

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## **SCOPE OF WORK**

### **1. SCOPE OF WORK**

The Contractor will be required to construct a new, single story 4,040 square foot (2,995 under air) Community Center. The new Community Center will consist of a large community room, kitchen, multiple storage rooms and restrooms. The Contractor shall have access to the full site and no portion of the site will remain open during these activities.

The Contractor will additionally be required to construct new walkaways, and portions of an existing sidewalks. The Project shall be completed by November 1, 2018.

### **2. CONSTRUCTION**

The Contractor shall be required to cause the construction to be completed in a manner consistent with the design documents and shall provide all labor, materials, supervision and equipment necessary to fully construction the Project no later than November 1, 2018.

### **3. MANAGEMENT SERVICES**

In order to properly manage the Project, the Contractor shall be required to undertake the following tasks:

- Participate and assist in Project Meetings
- Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, etc.
- Conduct weekly progress meetings with the Town Manager
- Provide general safety and signage and posting for the project

### **4. MOBILIZATION**

The Contractor shall be responsible for paying all permits and fees associated with any utilities abandonment, and utility relocation, if necessary. The Town shall be responsible for paying the building permit fees, though the Contractor will be responsible for securing the building permit, and the Contractor shall be responsible for all trade Contractor permit fees.

The Contractor shall be responsible for all performance and payment bonds and general liability insurance.

The Contractor shall be responsible for removing all construction debris off site in accordance with all applicable rules and regulations of those jurisdictions having authority.

### **5. SITE SAFETY AND CLEAN-UP**

The Contractor will be required to provide a safe and efficient site. Controlled access shall be required.

The Contractor shall be responsible for site security.

6. **MOVE IN PERIOD**

The renovation work will need to be substantially complete no later than November 1, 2018. Punchlist activities may continue after that date provided that such activities do not extend more than thirty (30) days past the Project's Substantial Completion Date. The Contractor will be required to coordinate such work with the Town Manager and/or his Assistant and will need to accommodate their requirements in getting the facility ready.

7. **TIME IS OF THE ESSENCE**

Time is of the essence with respect to the contract. The Project must be substantially complete by November 1, 2018. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

8. **PRELIMINARY PROJECT SCHEDULE**

Each Offeror should prepare a preliminary project schedule that shows how the Offeror intends to complete the project in a timely manner. The schedule should be prepared using a critical path method and should show ley logic ties and activity durations. The schedule should demonstrate that the Offeror understands the project and has a workable method to deliver the project a timely manner. This schedule should be included in your sealed bid.

TOWN OF INDIAN RIVER SHORES

INSTRUCTIONS FOR BIDDERS

1. CONTACT PERSON

For Information regarding this IFB, please contact:

Michelle Fentress  
Town of Indian River Shores  
6001 N Highway A1A  
Indian River Shores, FL 32963  
[mfentress@irshores.com](mailto:mfentress@irshores.com)  
Phone: (772) 231-1771 x 128  
Facsimile: (772) 231-4348

Any written questions or inquiries should be sent to Michelle Fentress at the address above.

2. PRE-BID MEETING

A mandatory pre-bid meeting will be held at the Town of Indian River Shores, 6001 N Highway A1A, Indian River Shores, FL 32963 at the time and date specified in the Notice of Invitation to Bid. All prospective bidders are encouraged to email the contact on any questions.

3. EXPLANATIONS TO PROSPECTIVE BIDDERS

Each Bidder should carefully examine this Invitation to Bid and any and all amendments, addenda or other revision. Any information given to an a Bidder concerning the solicitation shall be furnished promptly to all other Bidders as an amendment or addendum to this ITB.

4. REQUIRED COPIES AND ONE ORIGINAL

One signed original and two (2) sets of bids shall be submitted on the signed Bid Proposal Price Form provided, including any other forms, proofs, and documents as required.

5. SEALED BIDS

Bids shall be enclosed in a sealed envelope which shall show (lower left corner) the name of the Bid, and the date and time of opening. The envelope shall also show the name and address of the Bidder. The Bid shall be submitted as stipulated in the Notice of Invitation to Bid.

6. BIDS NOT CONSIDERED

Bids not considered are Late Bids, telegraphed, emailed or faxed Bids and bids which do not conform to the instructions contained in the Notice of Invitation to Bid. Bids may be withdrawn by fax or telegraph provided that such notices are received prior to the date and time specified in the Invitation.

7. BID OPENING

Bidders are welcome to attend the bid opening; however, attendance is not mandatory. Opening of the Bids will commence at the date and time specified in the Notice of Invitation to Bid, and publicly read aloud, providing one or more Bidders are in attendance. The Purchasing Agent or his designee shall be present at all Bid openings.

8. ACCEPTABLE BIDS

Bid proposals shall be typewritten or filled in with ink. Any erasures or corrections must be initialed by the Bidder in ink.

9. NEW EQUIPMENT AND MATERIALS

Prices shown on the bids shall be prices for new equipment and materials, and the successful bidder shall warrant same for a period of not less than one (1) year from the installation date, or as otherwise stated.

10. SALES TAX

Although the Town of Indian River Shores is exempt from Federal and State Sales and Use taxes, Contractors or Vendors doing business with the Town are not exempted from paying said taxes to their supplier for goods or services purchased to fulfill the contractual obligations with the Town, nor shall any Contractor or Vendor be authorized to use the Town's Tax Exemption Number in securing such materials.

11. CONFLICT OF INTEREST

Contract Award is subject to provisions of State Statutes and Town Ordinances. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Town of Indian River Shores; further, all Bidders must disclose the name of the Town employee who owns, directly or indirectly, and interest of ten percent (10%) or more in the Bidder's firm or any of its branches.

Should the successful Bidder permanently or temporarily hire and Town employee who is, or has been, directly involved with the Bidder prior to or during performance of the resulting contract, the Agreement shall be subject to immediate termination of the Town.

12. LICENSING, CERTIFICATION, AND/OR REGISTRATION

Contractors must show their current occupational license. All licenses shall be up to date.

Contractors must show their current Contractors license. Prior to start of work, the Bidder must be registered with the Town of Indian River Shores. Any Sub-Contractor(s) must also be registered with the Town.

In any event, the Contractor shall contact the Building Department at 772-231-4453 and ensure compliance with all City ordinances, rules and regulations, including Building Permits if required. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility. Failure to comply with the above may result in the rejection of the Bid.

One Original and two (2) copies of any license or certification as required shall be submitted with the bidding documents.

13. CORRECTIONS, CANCELLATION, AND WITHDRAWAL

A. Bidders may be asked to provide further information after bid opening to determine the responsibility of the vendor.

- B. Mathematical Errors: Errors in extension of unit prices or in mathematical calculations may be corrected. In cases of errors in mathematical computations, the unit prices shall not be changed.
  - C. Cancellation or Postponement: The Town Manager may cancel or postpone the bid opening or cancel the Invitation to Bid in its entirety.
14. AVAILABILITY OF FUNDS  
The obligations of the Town of Indian River Shores under this award are subject to the availability of funds lawfully appropriated for its purpose by the Town Council of the Town of Indian River Shores.
15. DRUG-FREE WORKPLACE  
The Drug-Free Workplace form, as attached hereto, shall be submitted with the bidding documents.
16. BID GUARANTEE  
The Bidder warrants that the unit prices, terms, and conditions quoted in the bid will be firm for acceptance for a period of not less than sixty (60) days from the bid opening date. Such prices will remain firm for the period of performance of resulting purchase orders or contracts which are to be performed.
17. BID BOND (Required)  
A bid bond equal to five percent (5%) of the bid amount shall be required on this project, and must be submitted along with one (1) original and two (2) copies of the Bid, failure to do so will automatically disqualify the Bid. Unsuccessful bidders shall be entitled to a return of surety after final award of bid. A successful bidder shall forfeit the amount of its security upon failure on his part to execute an agreement within ten (10) days after receipt of a proposed agreement from the Town unless the time for executing the agreement is extended by the Town.
18. LIQUIDATED DAMAGES  
The Town shall be entitled to liquidated damages in the amount of three hundred Dollars (\$300.00) per day for every day that the Contractor is late in completing the work requirements for each Phase as stipulated in the agreement, and bidding documents. Said damages shall be deducted by the Town from monies due Contractor.
19. INSURANCE  
All bidders shall submit evidence of insurance as follows; Auto Liability, Workers Compensation, and General Liability. Cost for all insurance shall be born by the bidder. All insurance shall be acceptable to the Town in its sole discretion.
20. REJECTION OF BIDS  
The Town reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all non-conforming, non-responsive, imbalanced, or conditional Bids. More than one Bid from an individual, firm or association under same or different names, will not be considered. Any or all Bids will be rejected if there is reason to

believe that collusion exists among the Bidders, and no participants in such collusion will be considered in future proposals for the same work.

21. LIST OF SUB-CONTRACTORS

A list of Sub-Contractors is required, but is not required to be submitted with the Bid proposal. However, all Sub-Contractors must be registered with the Town, prior to any Contract Award.

22. DISCRIMINATION

The Bidder/Contractor shall not practice or condone personnel or supplier discrimination of any nature whatsoever, in any manner proscribed by Federal or State of Florida laws and regulations.

23. PUBLIC RECORDS

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 F.S., The Public Records Law. Information and materials received by the Town in connection with all Bidder's responses shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after the bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, and then the Bidder must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Town will treat all materials received as public records.



**New Community Center**

**Bid Due: by 3:00 p.m. on Tuesday, March 20, 2018**

**Bid Opening: 3:00 p.m.**

**BID PROPOSAL PRICE FORM**

The undersigned having become thoroughly familiar with all of the Bidding Documents incorporated herein, hereby proposes to perform everything required to be performed in strict conformity with the requirements of these documents, meeting or exceeding the specifications as set forth herein for the price(s) quoted below. The price(s) quoted is (are) inclusive of any Addenda which may have been issued prior to this submittal. By the signature below, the Vendor agrees that this Bid Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud. If awarded any work under this bid proposal, the Vendor agrees to enter into said agreement within ten (10) consecutive calendar days notice by the Town, and agrees to all the terms and conditions of all documents stated herein with the Town of Indian River Shores for the below stipulated price which shall remain firm for sixty (60) days following bid opening date.

The Town shall be entitled to liquidated damages in the amount of three hundred Dollars (\$300.00) per day for every day that the Contractor is late in completing the work as stipulated in the agreement, and bidding documents. Said damages shall be deducted by the Town from monies due Contractor.

The contract time is           **consecutive calendar days from start of work date.** The Bid Items on the Project will be authorized for construction at the discretion of the Town of Indian River Shores.

See attached separate bid form

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Name of Firm (Please Type or Print):

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Firm's Address:

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Telephone Number(s):

Fax Number(s):

Email Address(es):

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Name and Title of Authorized Representative (Please Type or Print)

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Signature of Authorized Representative

Date Signed

**New Community Center  
Bid Form**

Item	Quantity	Unit	Unit Price	Total
1. 8" Crown Molding (same as current)	_____	_____	_____	_____
2. 3" Chair Rail	_____	_____	_____	_____
3. 5/8" sheetrock for ceiling (1/2" everywhere else)	_____	_____	_____	_____
4. Windows (to match existing windows)	_____	_____	_____	_____
5. Flooring - 100% Luxury Vinyl wood-plank (to be chosen by Town)(in main open area)	_____	_____	_____	_____
6. Flooring – Marble (to be chosen by Town) (in Lobby area only)	_____	_____	_____	_____
7. Flooring – Porcelain tile (to be chosen by Town)	_____	_____	_____	_____
8. Doors – Interior Doors (6-panel) (same as existing doors in offices)(solid core for bathroom entry doors)(hollow core everywhere else)	_____	_____	_____	_____
9. Doors – Exterior Doors (same as existing doors in offices)	_____	_____	_____	_____
10. Roofing Materials – Peel & Stick Underlayment w/ 30-year dimensional shingles (Brown to match existing Town Buildings)	_____	_____	_____	_____
11. Lighting (All LED)	_____	_____	_____	_____
12. _____	_____	_____	_____	_____
13. _____	_____	_____	_____	_____
14. _____	_____	_____	_____	_____
15. _____	_____	_____	_____	_____
16. _____	_____	_____	_____	_____
17. _____	_____	_____	_____	_____
18. _____	_____	_____	_____	_____
19. _____	_____	_____	_____	_____
20. _____	_____	_____	_____	_____
21. _____	_____	_____	_____	_____
22. _____	_____	_____	_____	_____
23. _____	_____	_____	_____	_____

**DRUG-FREE WORKPLACE FORM**

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

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' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify that employees that, as a condition of working on the commodities or contractual services that the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of Paragraph 1 through 5.

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature