



INVITATION TO BID 2022-01
CITY OF PARKER
CITY-WIDE ROADS AND SIDEWALKS PROJECT

ADDENDUM NO. 1
REQUESTS FOR INFORMATION

Issued February 24, 2022

The Bid Due Date and Time is being extended to 2:00 p.m. on Tuesday, March 15, 2022. Bids will be publicly opened and read aloud at 5:30 p.m. at the City Council Meeting on Tuesday, March 15, 2022.

The following questions were received from potential bidders and are being addressed below:

1. On page 14 of the Instructions To Bidders it states that the City is requiring a General Contractor's License for this project – is this correct?

City's Response to Request for Information Question No. 1

That is correct. However, an Underground Utility Contractor's License is also acceptable.

Please **REMOVE** the ***Instructions to Bidders*** in your original bid document package its entirety and **REPLACE** with the revised ***Instruction to Bidders*** (refer to ***Attachment A***).



**INVITATION TO BID 2022-01
CITY OF PARKER
CITY-WIDE ROADS AND SIDEWALKS PROJECT**

ATTACHMENT A

REVISED INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

INTRODUCTION

The objective of this Invitation to Bid (ITB) is to select a Florida-Licensed General Contractor [or Florida-Licensed Underground Utility Contractor](#) to provide construction services to the City of Parker (hereinafter referred to as "CITY" or "OWNER") for the rehabilitation of the City's roads and sidewalks as detailed on the Construction Drawings and as summarized by location below.

A. **West Street:**

1. Site 2 (along east side of West Street before Loftin Intersection):
Replacement of eroded concrete flume.
Dimensions: 7 feet by 4 feet by 0.333 feet (0.345 CY).

B. **Pitts Avenue:**

1. Site 3 (at shoreline end of Pitts Avenue):
Replacement of eroded asphalt flume.
Dimensions: 13 feet by 5 feet by 0.208 feet (0.501 CY).
Replacement of one concrete culvert pipe
Dimensions: 6 linear feet of 1.5-foot diameter Reinforced Concrete Pipe
2. Site 4 (at shoreline end of Pitts Avenue):
Replacement of eroded asphalt flume.
Dimensions: 10 feet by 8 feet by 0.208 feet (0.616 CY).
3. Site SW-01 (at shoreline end of Pitts Avenue):
Replacement of washed-out concrete sidewalk (1)
Dimensions: 34 feet by 4 feet by 0.333 feet (1.7 CY).
Replacement of washed-out concrete sidewalk (2)
Dimensions: 15 feet by 10 feet by 0.333 feet (1.85 CY).

C. **Horne Avenue:**

1. Site 5 (west end of Horne Avenue):
Replacement of cracked and eroded two-lane asphalt road surface.
Dimensions: 3 feet by 2 feet by 0.166 feet (0.037 CY).
2. Site 6 (east end of Horne Avenue):
Replacement of eroded two-lane asphalt road surface.
Dimensions: 5 feet by 4 feet by 0.166 feet (0.123 CY).
3. Site 7 (southwest corner of Horne Avenue and Live Oak Street):
Replacement of cracked and eroded asphalt flume.
Dimensions: 4 feet by 4 feet by 0.333 feet (0.197 CY).

D. Bob Little Road (South Highway 22A):

1. Site 8 (west side of Bob Little Road prior to N. Lakewood Drive):
Replacement of cracked and washed-out concrete sidewalk.
Dimensions: 360 feet by 5 feet by 0.333 feet (22.2 CY).
2. Site 15 (corner of Bob Little Road and Hensley Avenue):
Replacement of cracked and washed-out two-lane asphalt road surface.
Dimensions: 5 feet by 3 feet by 0.166 feet (0.092 CY).
3. Site 18 (on Bob Little Road at S. Lakewood Drive Intersection):
Replacement of cracked and washed-out two-lane asphalt road surface.
Dimensions: 6 feet by 4 feet by 0.166 feet (0.148 CY).

E. South Lakewood Drive:

1. Site 9 (northwest corner of S. Lakewood Drive and S. Highway 22 Intersection):
 - a. Replacement of cracked and washed-out concrete sidewalk.
Dimensions: 5 feet by 5 feet by 0.333 feet (0.308 CY).
 - b. Replacement of one concrete culvert pipe
Dimensions: 9 linear feet of 1.5-foot diameter Reinforced Concrete Pipe.
 - c. Replacement of washed-out asphalt flume.
Dimensions: 14 feet by 8 feet by 0.333 feet (1.4 CY).
2. Site 28 (along S. Lakewood Drive):
 - a. Replacement of cracked and washed-out two-lane asphalt road surface.
Dimensions: 5 feet by 5 feet by 0.166 feet (0.154 CY).

F. North 9th Street:

1. Site 10 (northwest and southwest corners of N. 9th Street and Pridgen Street):
 - a. Replacement of cracked and washed-out two asphalt flumes.
Dimensions for 1st Flume: 27 feet by 10 feet by 0.333 feet (3.3 CY).
Dimensions for 2nd Flume: 12 feet by 8 feet by 0.333 feet (1.2 CY).
 - b. Replacement of bended and cracked galvanized steel storm grate.
Dimensions: 4 feet by 4 feet.

G. Meadow Street:

1. Site 11 (north side corner of Meadow Street and North Lakewood Drive):
 - a. Replacement of cracked and washed-out one concrete flume.
Dimensions: 7 feet by 6 feet by 0.333 feet (0.518 CY).
2. Site 16 (south side corner of Meadow Street and North Lakewood Drive):
 - a. Replacement of cracked and washed-out two-lane asphalt road surface.
Dimensions: 8 feet by 8 feet by 0.166 feet (0.393 CY).

3. Site 17 (southeast corner of Meadow Street and Pine Street Intersection):
 - a. Replacement of cracked and washed-out two-lane asphalt road surface.
Dimensions: 6 feet by 4 feet by 0.166 feet (0.148 CY).
- H. **Parker Village Circle:**
 1. Site 12:
 - a. Replacement of cracked and washed-out two-lane asphalt road surface.
Dimensions: 100 feet by 2 feet by 0.166 feet (1.2 CY).
 - b. Replaced of cracked and washed-out two-lane road base surface.
Dimensions: 100 feet by 2 feet by 0.18 feet (1.3 CY).
- I. **East Street:**
 1. Site 13 (west side of East Street just north of Moss Drive):
 - a. Replacement of cracked and washed-out two-lane asphalt road.
Dimensions: 13 feet by 12 feet by 0.5 feet (2.89 CY).
 - b. Replaced of cracked and washed-out two-lane road base.
Dimensions: 12 feet by 10 feet by 0.333 feet (1.48 CY).
- J. **Dover Road:**
 1. Site 19 (southeast corner of Dover Road and Stratford Avenue Intersection):
 - a. Replacement of cracked and washed-out two-lane asphalt road surface.
Dimensions: 16 feet by 4 feet by 0.166 feet (0.393 CY).
 2. Site 21 (northeast corner of Dover Road and Donalson Road Intersection):
 - a. Replacement of cracked and washed-out two-lane asphalt road surface.
Dimensions: 5 feet by 5 feet by 0.166 feet (0.154 CY).
- K. **Blackshear Drive:**
 1. Site 20 (along Blackshear Drive):
 - a. Replacement of cracked and washed-out two-lane asphalt road surface.
Dimensions: 6 feet by 6 feet by 0.166 feet (0.22 CY).
- L. **East 3rd Street:**
 1. Site 22 (on East 3rd Street at Center Street Intersection):
 - a. Replacement of cracked and washed-out two-lane asphalt road surface.
Dimensions: 6 feet by 5 feet by 0.166 feet (0.184 CY).
 2. Site 29 (on southside of East 3rd Street before East Street Intersection):
 - a. Replacement of cracked and washed-out asphalt flume.
Dimensions: 110 feet by 3.5 feet by 0.25 feet (3.6 CY).

M. Stratford Avenue:

1. Site 23 (along southside of Stratford Avenue between Florence Street and Brannon Place):
 - a. Replacement of cracked and washed-out two-lane asphalt road surface and berm.
Dimensions: 120 feet by 3 feet by 0.166 feet (2.2 CY).

N. East Cooper Drive:

1. Site 24 (along southside of East Cooper Drive at before Oakshore Drive Intersection):
 - a. Replacement of cracked and washed-out two-lane asphalt road surface.
Dimensions: 115 feet by 3 feet by 0.166 feet (2.1 CY).

O. Hickory Street:

1. Site 25 (along southside of Hickory Street at Shadecrest Drive Intersection):
 - a. Replacement of cracked and washed-out two-lane asphalt road surface.
Dimensions: 10 feet by 3 feet by 0.166 feet (0.184 CY).

P. Nancy Street:

1. Site 26 (along southwest corner of Nancy Drive and Melissa Drive Intersection):
 - a. Replacement of cracked and washed-out two-lane asphalt road surface.
Dimensions: 5 feet by 3 feet by 0.166 feet (0.092 CY).

Q. West Park Street:

1. Site 27 (along West Park Street at East 4th Street Intersection):
 - a. Replacement of cracked and washed-out two-lane asphalt road surface.
Dimensions: 6 feet by 6 feet by 0.166 feet (0.221 CY).

The OWNER seeks BIDs from a Florida-Licensed General Contractor [or Florida-Licensed Underground Utility Contractor](#) that can provide all permits, labor, materials, equipment, tools, transportation, and supplies required for the coordination and rehabilitation of the City-Wide Roads and Sidewalks project at the locations referenced above in Parker, Florida. Work shall be completed in conformance with the Construction Drawings and Specifications provided by the OWNER.

QUALIFICATIONS

The CONTRACTOR shall be a Florida-Licensed General Contractor [or Florida-Licensed Underground Utility Contractor](#) who specializes in roadway construction and rehabilitation. Subcontractors shall be Florida licensed in their trade.

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Additional information regarding Contractor's past performance and from references may be requested and considered to determine the Contractor's qualifications. BIDs may be deemed nonresponsive if not accompanied by proof of State of Florida General Contractor's License [or Florida-Licensed Underground Utility Contractor](#). The project may be reimbursed by the Federal Emergency Management Agency (FEMA) as part of Disaster Recovery from Hurricane Michael FEMA Project No. DR# 4399 DR Damage# 253068 & 253101.

It is imperative that Bidders examine and become familiar with the Public Assistance Program established by the Federal Emergency Management Agency (FEMA).

Funding for the project may be made possible through this grant and is contingent on strict conformance to the guidelines set forth by Florida Department of Emergency Management (FDEM) and FEMA.

Bidders shall comply with the Federal Regulations Contract Requirements found in ATTACHMENT 2 - SUPPLEMENTAL CONDITIONS (FEDERAL REGULATIONS) of this contract document package.

BID DEADLINE/DELIVERY

SEALED BIDS will be received up until **2:00 p.m. (CDT)** on [Tuesday, March 15, 2022](#), for **ITB 2022-01 – CITY OF PARKER - CITY-WIDE ROADS AND SIDEWALKS**. Bids will be publicly opened and read aloud at the City Council Meeting on [Tuesday, March 15, 2022](#) at **5:30 p.m.**

Late submissions will not be accepted. Each BID shall be valid to the City of Parker for a period of 90 days after the Bid Opening.

BIDs shall be delivered to:

Ms. Taylor Jeffreys
Public Works Administrator
City of Parker Florida
1001 West Park Street
Parker, Florida 32404

BIDs shall be received by the OWNER no later than the BID deadline. BIDDERS should submit one (1) original BID package labeled as "Original." BIDs shall be enclosed in a sealed envelope bearing the title of the work, the name of the BIDDER and the date of Bid Opening. It is the sole responsibility of the BIDDER to ensure that the BID is received on time. Late BIDs will not be accepted.

The OWNER will publicly open and read aloud each BID. Once the OWNER has determined the lowest, responsive, responsible BIDDER and has verified all BIDDER documentation, the selected BIDDER will be notified of intent to award the BID and to start the contract process.

SPECIAL ACCOMMODATION

Any person requiring a special accommodation at a Bid Opening because of a disability should call the City Clerk at (850) 871-4104 at least 5 workdays prior to the Bid Opening. For Hearing Impaired, Dial 1-800-955-8771 (TDD), and 1-800-955-8770 (Voice).

BID DOCUMENTS

Electronic versions of the solicitation documents are available on the City's webpage at www.cityofparker.com. Hard copies of the solicitation documents are also available at Parker City Hall, located at 1001 West Park Street, Parker, Florida 32404.

POINT OF CONTACT

The OWNER's representative, Mandy O'Regan, Project Administrator with Anchor CEI (moregan@anchorcei.com) is the only point of contact for this ITB. Under no circumstances may a BIDDER contact any City Council Member or other City employee concerning this ITB until after the contract has been awarded. Any such contact may result in disqualification.

QUESTIONS

BIDDERS shall submit all questions, in writing, to Mandy O'Regan at moregan@anchorcei.com. All questions shall be submitted no later than **5:00 p.m. (CST) on Friday, February 18, 2022.**

ADDENDA

Addenda issued after the initial specifications are released will be posted on the City's website at www.cityofparker.com.

It is the responsibility of the BIDDER prior to submission of any proposal to check the above website or contact the City of Parker to verify if any addenda have been issued. The receipt of all addenda must be acknowledged on the addenda response sheet provided within this BID package. Please e-mail Mandy O'Regan, ACEI (OWNER's Representative), at moregan@anchorcei.com with questions regarding the issuance of addenda.

BID FORM

To receive consideration, all BIDs shall be made on the forms provided herein, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. Alterations by erasure or interlineations must be explained or noted in the BID over the signature of the BIDDER.

COMPLETE BID AMOUNTS; EXAMINATIONS OF SPECIFICATIONS; WORK SITES

BIDs shall be calculated on the basis of unit cost pricing. The unit prices shall include all charges for completing the replacement, repair, or rehabilitation of the roadways and sidewalks as depicted on the drawings to include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items needed to complete the BID. No allowance will be made to any BIDDER because of a claimed lack of examination or knowledge. The submission of a BID shall be construed as conclusive evidence that the BIDDER has made such examination.

WITHDRAWAL OF BIDS

Any BIDDER may withdraw his/her BID, either personally or by written request, at any time prior to the Bid Opening Date as posted in this ITB.

A BIDDER may not withdraw his BID for a period of 90 days after the date of Bid Opening and all BIDs shall be subject to acceptance by the OWNER during this period.

CANCELLATION

The OWNER may cancel this ITB, or reject in whole or in part, when it is in the best interest of the OWNER, as determined by the City Council or their designee. Notice of cancellation shall be posted on the City website.

The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

BASIS OF AWARD

The contract will be awarded to the lowest, responsive, responsible BIDDER who has proposed the lowest qualified base bid and is deemed qualified by the City of Parker, subject to the OWNER's right to reject any or all BIDs and to waive informality and irregularity in the BIDs and proposing or to accept other than the lowest BID when considered to be in the best interest of the OWNER. The Contractor's past performance and references may be evaluated as part of this process.

RIGHT TO REJECT

In accordance with OWNER policies, the OWNER reserves the right to:

1. Reject any or all BIDs received.
2. Select and award any portion of any or all BID items.
3. Waive minor informalities and irregularities in the Respondent's BID.

A BID may be rejected if it is non-responsive or does not conform to the requirements and instructions in this ITB. A BID may be non-responsive by reasons, including, but not limited to:

1. Failure to utilize or complete prescribed forms.
2. Conditional BIDs.
3. Incomplete BIDs.
4. Indefinite or ambiguous BIDs.
5. Failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of BIDs include:

1. Evidence of collusion.
2. Obvious lack of experience or expertise to perform the required work.
3. Submission of more than one BID for the same work from an individual.
4. Respondent or corporation under the same or a different name.
5. Failure to perform or meet financial obligations on previous contracts.
6. Not delivered on or before the date and time specified as the due date for submission of the BID.

EXECUTION OF AGREEMENT

The successful BIDDER shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the OWNER all required Contract Documents.

The AWARDED BIDDER shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the OWNER before the successful BIDDER may proceed with the work.

The execution of the Agreement shall be contingent upon the AWARDED CONTRACTOR obtaining all required building permits.

CONSTRUCTION TIME

The Agreement will include a stipulation that the work be completed in a period of 120 calendar days following receipt of the Notice to Proceed. Should the CONTRACTOR fail to complete the work by the specified date, the OWNER shall deduct from the Contract Sum the amount of \$100.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and accepted by the OWNER as being completed. For purposes of time calculation, day one of the project is one calendar day after the Notice to Proceed date.

PAYMENTS

Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

LICENSING

BIDDER shall be properly licensed for the work specified in this Invitation to Bid. All BIDDERS are requested to submit any required license(s) with their BIDs. License(s) must be effective as of the Bid Opening date and must be maintained throughout the contract period. Failure to be properly licensed as stated above will result in the rejection of the BID as nonresponsive.

PUBLIC RECORDS

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 BIDDERS should be aware that BIDs, responses, and proposals are in the public domain. BIDDERS must 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.

Pursuant to Florida Statute Section 119.071(1)(b), BIDs received as a result of this ITB will not become public record until such time as the OWNER provides notice of an intended decision or until 30 days after opening the BIDs, whichever is earlier.

EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to Florida Statute Section 286.0113(2), any portion of a meeting at which a negotiation with a contractor is conducted pursuant to a competitive solicitation, at which a contractor makes an oral presentation as part of a competitive solicitation, or at which a contractor answers questions as part of a competitive solicitation are exempt from public meeting requirements.

However, the OWNER must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of Section 119.07(1), Florida Statute (2015) and Section 24(a), Article 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, submittals, or final replies, whichever occurs earlier.

If the OWNER rejects all BIDs, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from Section 119.07(1), Florida Statute (2015) and Section 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation.

A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all BIDs, submittals, or replies.

REPRESENTATIONS

The Contract Documents contain the provisions required for the project. Information obtained from an office, Director, or employee of the OWNER for any other person shall not affect the risks or obligations assumed by the BIDDER or relieve the BIDDER from fulfilling any of the conditions of the contract.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a BID on a contract to provide any goods or services to a public entity, may not submit a BID on a contract with a public entity for the construction or repair of a public building or public work, may not submit BIDs on leases of real property to a public entity, may not be awarded or perform work as a contractor, contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted contractor list. By submission of a proposal in response to this document, the contractor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the CONTRACTOR during the term of the Contract to perform employment duties within Florida; and
2. All persons, including contractors, subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract with the DHS and OWNER. By submission of a proposal in response to this document, the CONTRACTOR certifies compliance with the above requirements.

WARRANTY

All goods and services furnished by BIDDER, relating to and pursuant to this ITB, will be warranted for a minimum for 1 year or as indicated in the Contract Documents, whichever is longer. In the event of a breach, the BIDDER will take all necessary action, at BIDDER's expense, to correct such breach in the most expeditious manner possible.

SUBCONTRACTORS

The AWARDED BIDDER will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontractors should be included in the BIDDER's Response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the OWNER. The OWNER reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

All subcontractors are subject to the same requirements of this solicitation as the AWARDED BIDDER. The AWARDED BIDDER is the single point of contact for all work performed on the awarded project.

AWARDED BIDDER shall provide a single point of contact for matters in relation to the construction, as follows:

1. Name
2. Phone Number(s)
3. Email Address

HOLD HARMLESS AND INDEMNIFICATION

1. The AWARDED BIDDER shall indemnify and hold harmless the OWNER, and its officers, agents, attorneys and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment,

arising directly or indirectly, on account of or in connection with contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the contractor, or by any other person.

2. The parties understand and agree that such indemnification by the contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Contract and any statutes of limitations thereafter.
3. The AWARDED BIDDER's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

DUTY TO PAY DEFENSE COSTS AND EXPENSES

1. The AWARDED BIDDER agrees to reimburse and pay on behalf of the OWNER the cost of the OWNER legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all:
 - a. claims described in the Hold Harmless and Indemnification paragraph; or,
 - b. other claims arising out of the contractor's performance of the Contract and in which the OWNER has prevailed.
2. The OWNER shall choose its legal defense team, experts, and consultants and invoice the AWARDED BIDDER accordingly for all fees, costs, and expenses upon the conclusion of the claim.
3. Such payment on the behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

BONDS

A Bid Bond, in the amount of 5% of the proposed Base Bid contract amount, shall accompany each bid. The successful BIDDER's security will be retained until the contract has been signed and the BIDDER has furnished the required Public Construction Bond. The OWNER reserves the right to retain the security of the next BIDDER until the selected BIDDER enters into contract or until 90 days after Bid Opening, whichever is shorter. All other BID security will be returned as soon as practicable.

Prior to signing the Contract, the AWARDED BIDDER will secure and post a Public Construction Bond pursuant to Section 255.05 of the Florida Statutes. All such bonds shall be issued by a Surety acceptable to the OWNER. The OWNER will designate to

whom subject bonds shall be posted. Failure or refusal to furnish adequate bonds in a satisfactory form shall subject the AWARDED BIDDER to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

TERMINATION FOR CONVENIENCE

The OWNER may terminate any awarded contract at any time for any reason by giving at least a 30-day notice in writing to the AWARDED BIDDER. If the contract is terminated by the OWNER as provided herein, the AWARDED BIDDER will be entitled to receive payment for those services reasonably performed to the date of termination.

TERMINATION FOR CAUSE

This Contract may be terminated by the OWNER if the AWARDED BIDDER is found to have submitted a false certification as required under Section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

If the AWARDED BIDDER fails to comply with any of the terms and conditions of the awarded Contract, the OWNER may give notice, in writing, to the AWARDED BIDDER of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the OWNER may, with no further notice, declare the awarded contract to be terminated.

The AWARDED BIDDER will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the OWNER by reason of the AWARDED BIDDER's failure to comply with the awarded Contract. Notwithstanding the above, the AWARDED BIDDER is not relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of this Contract by the AWARDED BIDDER and the OWNER may withhold any payments to the AWARDED BIDDER for the purpose of setoff until such time as the amount of damages due the OWNER from the AWARDED BIDDER is determined.

BID PROTEST

A notice of protest must be submitted within three business days after posting of the recommendation of award on the City website at www.cityofparker.com. The protest must be in writing, via e-mail or letter and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest.

The notice of protest is considered filed when it is received by the City Clerk. Further information may be found in the City Code.

ANTICIPATED SCHEDULE

This schedule may be altered solely at the OWNER's discretion:

ITB Advertisement:	Friday, January 21, 2022, and Friday, February 4, 2022
Questions Due Date:	Friday, February 18, 2022 (5:00 p.m. CST)
Bid Deadline:	Tuesday, March 15 , 2022 (2:00 p.m. CST)
Award Recommendation Council Meeting:	Tuesday, April 5 , 2022
Installation Complete:	Within 120 days of Notice to Proceed

BID CHECKLIST

Please submit one original of the items on the following list and any other items required by any section of this ITB. The checklist is provided as a courtesy and may not be all inclusive of items required within this ITB.

1. VALID FLORIDA-REGISTERED GENERAL CONTRACTOR'S LICENSE
2. BID FORM
3. BID BOND
4. ADDENDUM ACKNOWLEDGEMENT
5. ANTI-COLLUSION CLAUSE
6. CONFLICT OF INTEREST DISCLOSURE FORM
7. IDENTICAL TIE BIDS/DRUG FREE WORKPLACE
8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
9. 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING