

## SECTION 00 21 13

### INSTRUCTIONS TO BIDDERS

#### RECEIPT AND OPENING OF BIDS

The Florida Inland Navigation District (herein called the "District") will receive bids at the location and date referenced in the Bid Solicitation section and then at said office all bids shall be opened at a public meeting and the name of each bidder and the price submitted in the bid shall be read aloud. Any bid received after the time and date specified will not be considered, but will be returned unopened. All bid information will be available at the District office when the District provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier. Bidders or their authorized representatives are welcome to request all bid information at that time.

Each Bid must be submitted in an opaque sealed envelope, addressed to:

Mark Crosley  
Florida Inland Navigation District  
1314 Marcinski Road  
Jupiter, Florida 33477  
(561) 627-3386

Each sealed envelope containing a Bid must be plainly marked on the outside as "Bid for the Atlantic Intracoastal Waterway Maintenance Dredging; Nassau County, Florida" and the envelope should bear on the outside the name and address of the Bidder, and their Contractor's License Number and classification for the State of Florida. If the Bid is sent through the mail or other delivery system, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the District at the address above with the notation "BID ENCLOSED" on the face of it.

The District may waive any informalities or minor defects or reject any or all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. No Bidder may withdraw a Bid within 90 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the District and Bidder.

#### MANDATORY PRE-BID MEETING

The District will hold a **mandatory** pre-bid meeting and site visit (to the dredged material management areas) at the date, time, and place referenced in SECTION 00 10 00 BID SOLICITATION. Representatives of the District and Engineer will be present at the pre-bid meeting to discuss the project. All Bidders are required to attend and participate in the entire meeting. Failure on the part of any Bidder to attend the pre-bid meeting may, at the District's discretion, render his Bid unresponsive. The Engineer will transmit to all prospective Bidders of record such Addenda as the Engineer considers necessary in response to questions arising at the pre-bid meeting. Oral statements may not be relied upon and will not be binding or legally effective.

#### PREPARATION OF BIDS

All Bids shall be submitted on reproduced copies of the forms furnished in the following Sections of the Contract Documents.

FIND Documents:

1. 00 41 63 BID FORM
2. 00 41 63A BID SCHEDULE
3. 00 43 00 BID BOND (if bid exceeds \$200,000.00)
4. 00 45 01 PUBLIC ENTITY CRIME STATEMENT
5. 00 45 02 AFFIDAVIT FOR SURETY COMPANY

These forms, completed in their entirety, together with all other required documents including but not limited to copies of licenses, credentials, reference lists, and project descriptions constitute the "Bid," also called the "Bid Package."

All blank spaces on the BID FORM for Bid prices must be filled in ink or typewritten, and the BID FORM must be fully completed and executed when submitted. The total bid price must be written in both words and numbers. In the event of a conflict, the words shall govern. Amounts are products of the Bid Unit Prices multiplied by the estimated quantities. In the event of a conflict between the amounts and the Unit Prices, the Unit Prices shall govern.

#### CREDENTIALS OF BIDDERS TO BE SUBMITTED WITH BID

Each Bidder shall submit the documentation listed below with the bid package. Failure on the part of the Bidder to submit these items will render the Bid/Bidder unresponsive.

1. Copies of the Bidder's State or County (as applicable) Contracting licenses.
2. The names, addresses, and telephone numbers of three (3) references. Bidders shall use the REFERENCES form provided in SECTION 00 41 63 BID FORM.
3. Descriptions of at least three (3) projects of a similar nature that the Bidder has completed in the last three (3) years or currently has under way. Bidders shall use the SIMILAR PROJECTS form provided in SECTION 00 41 63 BID FORM.
4. Provide a narrative plan for execution of dredging and disposal of dredged material. Bidders shall use the BIDDERS PLAN form provided in SECTION 00 41 63 BID FORM.

Other information, including, but not limited to, additional references, financial data, evidence of qualification to conduct business in the jurisdiction where the project is located, and construction methods and equipment to be utilized in the completion of any portion of the work shall be provided upon specific request by the District. The District reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the District that such Bidder is properly qualified and licensed to carry out the obligations of the Contract Documents and to complete the Work contemplated therein.

#### INQUIRIES/ADDENDA

Verbal interpretations of the meaning of the Project Drawings, Specifications, or other Contract Documents will not be valid. Every request for interpretations shall be in writing and addressed to Bill Aley, P.G. via e-mail ([Baley@Taylorengeering.com](mailto:Baley@Taylorengeering.com)) or regular mail at Taylor Engineering, Inc., 10151 Deerwood Park Blvd, Bldg 300, Suite 300, Jacksonville, Florida 32256 (herein after called the "Engineer"), and to be given consideration must be received at least six (6) calendar days prior to the date fixed for the opening of Bids. Inquiries may also be faxed (904) 731-9847. The Engineer will record its responses to written and faxed inquiries and any supplemental instructions in the form of written Addenda. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed to all parties to whom the District provided Project Drawings and Contract documents (at the respective addresses for such purposes) not later than four (4) calendar days prior to the Bid opening date. Bidders must acknowledge receipt of the Addenda in their Bid. Failure of any Bidder to receive, or to acknowledge receipt of any such Addenda shall not relieve such Bidder from any obligation under its Bid as submitted, provided, however, that failure to so acknowledge receipt of any such Addenda may render a Bid unresponsive and result in its rejection. Bidders are advised to contact the Engineer and check the FIND's website ([www.aicw.org](http://www.aicw.org)) prior to submitting Bids to satisfy themselves as to the existence and number of all such Addenda. All Addenda so issued shall become part of the Contract Documents.

#### PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform Work equivalent to at least forty percent (40%) of the total amount of the Work to be performed under the Contractor with his own organization.

#### JOINT VENTURE

If the Bid involves a joint venture, a copy of the joint venture agreement shall be included with the Bid along with the attached "Statement of Business Organization."

### PUBLIC ENTITY CRIMES

Any Bidder, or any of his Suppliers, Subcontractors, or Consultants who shall perform Work which is intended to benefit the District, shall not be a convicted vendor or, if the Bidder or any of his Suppliers, Subcontractors, or Consultants has been convicted of a public entity crime, a period longer than 36 months shall have passed since that person was placed on the convicted vendor list. Each Bidder shall submit a completed Public Entity Crime Statement with the Bid Form. The Bidder shall use the form provided in SECTION 00 45 01 PUBLIC ENTITY CRIME STATEMENT for this purpose. The Bidder further understands and agrees that any Contract issued as a result of this solicitation shall be either voidable by the District or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 F.S. The District, in the event of such termination, shall not be liable to the Contractor for any work or materials furnished.

### BID GUARANTY

Bidders are not required to provide a Bid Bond if the Bid amount is less than or equal to \$200,000.00, unless specified in the Supplemental conditions. Each Bid greater than \$200,000.00 must be accompanied by the District's Bid Bond form meeting the standards specified in the General Conditions, including those applicable to the Sureties for the Payment Bond and Performance Bond specified in the General Conditions. The Bond shall be written on the Bid Bond form provided by the District, with Affidavit for Surety Company attached, in an amount not less than ten percent (10%) of the amount of the Bid. The successful Bidder is required to use the District's forms provided in the Contract Documents. Alternate Bond forms will not be accepted. Failure to use the District's Bond forms shall render the Bid unresponsive.

In lieu of the Bid Bond, the Bid may be accompanied by a certified check of any national or state bank made payable to the District in an amount not less than ten percent (10%) of the amount of the Bid. The Bid Bond or certified check shall be conditioned upon the Bidder's:

- A. not withdrawing said Bid within thirty (30) days after date of opening of the same, and
- B. within fifteen (15) calendar days after the prescribed forms are presented to the Bidder:
  - (1) entering into a written Contract with the District, in accordance with the Bid as accepted;
  - (2) providing evidence of insurance in the manner specified by the District; and
  - (3) if the Bid exceeds \$200,000.00, providing a Payment Bond and a Performance Bond as specified in the General Conditions (or, in lieu of the Statutory Payment Bond or Common Law Performance Bond, having provided an alternate form of security as specified in the General Conditions).

Any securities that may be received will be returned to all Bidders, with the exception of the two (2) highest ranked Bidders, within thirty (30) calendar days after the opening of the Bids. Bid bonds will not be returned to the Bidders, unless specifically requested by the Bidder. Any certified check of the two (2) highest ranked Bidders will be returned to them promptly after the District and the successful Bidder have (i) executed the Contract for the work, and (ii) the Contractor (successful Bidder) has secured and tendered to the District a valid and acceptable Payment Bond and a Performance Bond as specified in the General Conditions (or, in lieu of the Payment bond or Performance Bond, having provided an alternate form of security as specified in the General Conditions). Failure of the District to execute the Contract within sixty (60) days after the date of the Bid opening shall initiate release of the Bid Bond, certified check, cashier's check, treasurer's check or bank draft of the highest ranked and second highest ranked Bidders unless mutually agreed otherwise.

### POWER OF ATTORNEY

Attorneys-In-Fact who sign Bonds must file with such Bond a certified copy of their power of attorney to sign said Bonds.

### WITHDRAWAL OF BIDS

Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof provided that the Bidder submits a written request signed by an authorized representative of the firm that submitted the Bid. No Bidder may withdraw a Bid within 30 days after the actual date of the opening thereof.

### NOTICE OF INTENDED AWARD

Tentative Bid tabulations will be posted to the District's web page, [www.aicw.org](http://www.aicw.org), under the bid file folder within three (3) working days of the Bid opening. After completion of the review of the Bids and approval by the District's Board of Commissioners, a final Bid tabulation will be posted to the District's webpage. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

### ACCEPTANCE OR REJECTION OF BIDS

The District reserves the right to reject any or all Bids when (i) such rejection is in the interest of the District; (ii) such Bid is void per se; or (iii) the Bid contains any irregularities, PROVIDED, however, that the District reserves the right to waive any minor irregularities and to accept the most responsive and qualified Bid as determined by the District. Bids will be considered irregular if there are omissions, unauthorized alterations of any forms, additions not called for, conditional or unauthorized alternate Bids, or other irregularities of any kind. The District reserves the right to request a written confirmation of the Bid and the responsibility of the Bidder prior to the awarding of the Contract. Failure of the Bidder to confirm the Bid within seven (7) working days from the date of the District's request shall render the Bid unresponsive and will entitle the District to award to the next highest ranked qualified Bidder and shall require forfeiture of the Bid Guaranty.

The Contract will be awarded to the qualified, responsible, and responsive Bidder presenting the lowest Bid.

**LOWEST BIDS WILL BE EVALUATED BASED ON THE BASE BID ONLY. THE ALTERNATE BID ITEMS WILL BE CONSIDERED AND EVALUATED SEPERATELY FROM THE BASE BID.**

### CONTRACT

The Bidder understands that the Bid form does not constitute a Contract with the Bidder. A binding Contract does not exist until the Contract has been executed by both parties. The Bidder to whom the award is made shall, within fifteen (15) calendar days after receipt of the Contract, execute the Contract in the form attached, entering into a Contract with the District. The executed Contract should be returned to the District accompanied by the required Certificates of Insurance, Performance and Payment Bonds as set forth herein. If the Bidder fails to execute the Contract or provide the insurance and Bonds within fifteen (15) calendar days after receipt of the Contract, there shall be just cause for the annulment of the award and forfeiture of the Bid Guaranty to the District. Award may then be made to the next lowest qualified, responsible, and responsive Bidder or the Work may be re-advertised at the District's sole discretion.

### NOTICE TO PROCEED

The Notice to Proceed will be issued within fifteen days (15) of receipt and acceptance of the pre-construction submittals by the District. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the District and Contractor. If the Notice to Proceed has not been issued within the allowed time or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the part of either party.

### PROJECT DRAWINGS AND SPECIFICATIONS

Up to six (6) sets of the Project Drawings and Specifications will be provided free of charge to the successful Bidder upon award.

### SUBSTITUTE MATERIAL AND EQUIPMENT

A Contract, if awarded, will be on the basis of material and equipment described in the Project Drawings and Technical Specifications without consideration of possible substitute or an "equivalent" or "equal" item. Whenever it is indicated that a substitute or an "equivalent" or "equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the date of execution of the Contract. In all cases, the low Bidder shall be determined on the basis of the base Bid which shall reflect the costs for the materials and equipment specified. Bidders unable to provide the specified materials and equipment shall be determined unresponsive.

### CONDITIONS OF WORK

The Contract Documents contain the provisions required for the construction of the Work. Information obtained from an officer, agent, or employee of the District, Port or Engineer, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to so familiarize themselves shall in no way relieve any Bidder from any obligation in respect to their Bid.

All applicable federal, state, and local laws and regulations shall apply to the Work throughout the Contract.

EQUAL OPPORTUNITY

The Florida Inland Navigation District recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, or sex. In addition, The District encourages contractors doing business with the District to solicit and utilize minority business enterprises (as defined in Section 288.703, Florida Statutes) as subcontractors and suppliers to the greatest extent possible.

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