

HARDEE COUNTY FAIR, INC.



**REQUEST FOR PROPOSAL**

**“DESIGN-BUILD OF NEW RESTROOM FACILITY AND RENOVATION OF EXISTING  
RESTROOM AT CATTLEMEN’S ARENA”**

Prepared by Hardee County Fair, Inc.

Date: March 22, 2016

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**CONTRACT DATA**

Contract Title: **DESIGN-BUILD OF NEW RESTROOM FACILITY AND  
RENOVATION OF EXISTING RESTROOM AT HARDEE  
COUNTY CATTLEMEN'S ARENA**

Contract Owner: Hardee County Fair, Inc.  
Contract Address: c/o Community Development  
412 W. Orange Street, Room 201  
Wauchula, FL 33873

Owner's Representative: Janet Gilliard, Director of General Services  
412 W. Orange Street, Room 201  
Wauchula, FL 33873  
janet.gilliard@hardeecounty.net  
Phone: 863-773-6349  
Fax: 863-773-5801

## **PUBLIC NOTICE OF REQUEST FOR PROPOSAL**

**Date:** April 7, 2016

### **“DESIGN-BUILD OF NEW RESTROOM FACILITY AND RENOVATION OF EXISTING RESTROOM AT CATTLEMEN’S ARENA”**

**The Hardee County Fair, Inc.**, hereinafter referred to as “HCFI” is soliciting proposals/bids from qualified persons or firms to provide services to complete **the design-build of a new restroom facility and renovations of existing restroom facility at the Hardee County Cattlemen’s arena** as specified in the Scope of Services of this Request for Proposal (RFP).

Sealed proposals will be received at: Hardee County Community Development, Attn: Janet Gilliard, Director of General Services, 412 W. Orange St., Room 201, Wauchula, FL 33873, until **Monday, May 9, 2016, at 4:00 p.m. local time**, at which time they will be publicly opened by the Director or designee and read aloud. Any proposal(s) delivered or received after 4:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

The proposal shall be based on providing all services for the design, permitting and construction of approximately 26 feet x 32 feet New Restroom Facility at and renovation and permitting of existing Restroom Facility at the Hardee County Cattlemen’s Arena located at 770 Rec Complex Drive, Wauchula, FL 33873. The Contractor shall be responsible for providing all labor, materials, equipment, and all else necessary for the design, permitting, layout and construction of the Restroom Facility including site work, plumbing, electrical work, concrete work, wood work and roofing as necessary to complete the project per the plans, specifications and conditions pursuant to Base Bid and alternatives selected by the HCFI.

Proposers shall confine their proposal to the project in its entirety. Partial proposal will not be considered. Each Proposer shall submit with their proposal evidence that he/she is licensed to perform the work and services or qualified by examination to be so licensed.

Note on Mandatory Pre-Bid Meeting: A mandatory pre-bid meeting will be held on Friday, April 22, 2016 at 9:00 A.M. at the Cattlemen’s Arena, 770 Rec Complex Drive, Wauchula, Florida 33873. Only those contractors in attendance at the pre-bid meeting shall be eligible to submit proposal. RFP documents should be obtained prior to the Pre-bid Meeting and are required for Proposal/Bid submittal.

Each Proposal/Bid shall be accompanied by a certified check or by an acceptable (according to the Department of Treasury, Circular 570) Bid Bond in an amount equal to at least five (5) percent of the amount of the Base Bid payable to the” Hardee County Fair, Inc.”, as a guarantee that if the Proposal/Bid is accepted the Proposer/Bidder will execute the Contract and file acceptable Performance and Payment Surety Bonds equal to one hundred percent (100%) of the contract price within fourteen (14) calendar days after written notice of the acceptance of proposal. No proposer/bidder may withdraw its Proposal/Bid for a period of ninety (90) days after the date of RFP/Bid opening.

An original Proposal/Bid (clearly marked as the “ORIGINAL”) with two (2) copies must be sealed and the outside of the envelope must be marked: **“Sealed RFP – Design-Build of New Restroom Facility and Renovation of Existing Restroom at Cattlemen’s Arena”**. Evaluation of proposals will be performed by a selection committee.

HCFI reserves the right to waive informalities and/or irregularities in any Proposal/Bid; delete any portion of the project; extend the project within the limits of the work involved which in its judgment is in the best interest of HCFI. A Proposal/Bid may be withdrawn prior to the date and time of bid opening. The HCFI reserves the right to reject any or all bid(s) and may postpone the award of the Agreement for a period of time which shall not extend beyond sixty (60) calendar days from the RFP/Bid opening date.

The awarded proposer will execute a contract with HCFI.

Hardee County Fair, Inc. does not discriminate on the basis of race, national origin, gender, religion, marital status or disability.

Questions concerning this RFP must be submitted via facsimile or email to Janet Gilliard, Director of General Services, Fax No. 863-773-5801 or Email: [janet.gilliard@hardeecounty.net](mailto:janet.gilliard@hardeecounty.net). Telephonic questions will not be considered. All questions must be submitted in writing.

By:  
Terry Atchley, President  
Hardee County Fair, Inc.

## **INSTRUCTIONS TO PROPOSERS:**

The HCFI desires to select and execute a contract with a qualified contractor to design and build a New Restroom Facility and Renovation of Existing Restroom at the Hardee County Cattlemen's Arena, 770 Rec Complex Drive, Wauchula, FL 33873.

The County intends to award a contract to the lowest, responsive and responsible bidder whose bid meets the requirements of this RFP, and in accordance with the County's Purchasing Policy and Procedures.

RFP/Bid packages can be obtained through DemandStar, downloaded from the Fair's website at: [www.hardeecountyfair.org](http://www.hardeecountyfair.org) or by contacting Janet Gilliard by email at [janet.gilliard@hardeecounty.net](mailto:janet.gilliard@hardeecounty.net) or by fax to 863-773-5801.

## **GENERAL CONDITIONS**

### **1. DEFINED TERMS**

- 1.1 The term "*Bidder*" shall mean one who submits a Bid directly to the HCFI, as distinct from a sub-bidder, who submits a bid to a bidder. "*Contractor*" means contractor, vendor, supplier, agency, manufacturer, or dealer, whichever is applicable.
- 1.2 The term "*HCFI*" shall mean HARDEE COUNTY FAIR, INC.
- 1.3 The term "*Bidding Documents*" includes the Request for Proposal or Invitation to Bid, Instructions to Proposers/Bidders, Scope of Services or Technical Specification and Conditions, and Bid and Proposal Form, including all Addenda issued.
- 1.4 The term "Purchase Order" shall include the bidding documents and bid award which shall be as a contract agreement binding on the Bidder and HCFI.

### **2. BID PRICE**

- 2.1 The price quoted for this service shall include all cost associated with the project including mobilizing, demobilizing, architectural design, plans preparation, obtain permitting, construction as detailed in the Scope of Services or Specifications and Conditions unless otherwise indicated.
- 2.2 The HCFI is exempt from Federal and Florida State Sales tax. Do not include these taxes in your bid price. TAX EXEMPT NUMBER: 85-8012613300C-5.

### **3. BID FORMS**

In filling out RFP/Bid forms, proposers/bidders shall be governed by the following provisions:

- 3.1 The proposer/bidder shall be required to use the attached Bid and Proposal Form, which forms a part of the RFP Document and shall remain intact.
- 3.2 All prices must be clearly stated in both figures and writing with ink on the line provided. When there is a variation between the written amount and figures, the written amount will be taken as the bid price. For variations on the total amounts the unit cost will be used to calculate the totals.

- 3.3 Bids must be signed in ink by the bidder with the signature in full. When a firm is a bidder, the agent who signs the firm name to the bid shall state in addition, the names and addresses of the individuals composing the firm. The signature shall be in the following form:

JOHN DOE CONTRACTING COMPANY

By: John Doe, President

- 3.4 When a corporation is a bidder, the person signing shall state under the laws of what State the corporation was chartered, and the name and title of the officer having authority under the by-laws to sign contracts. Anyone signing the bid as agent must file with it legal evidence of his authority to do so. Post Office address, County and State must be given after the signature.
- 3.5 Bids received on separate sheets and not attached to the complete bidding documents will be considered informal, and may be rejected as such.
- 3.6 Bids that contain any omissions, erasure, alterations, additions or items not called for in these specifications, or that show irregularities of any kind, may be rejected as informal, irregular or incomplete. A Bid prepared in pencil will be rejected.
- 3.7 Three (3) signed copies of bid shall either be mailed or hand delivered to the office of Hardee County Community Development, 412 W. Orange St., Room 201, Wauchula, Florida 33873. All bids are to be submitted in a sealed package, clearly marked **SEALED BID** on the outside with your Company name and bid name: **“Design-Build of New Restroom Facility and Renovation of Existing Restroom at Cattlemen’s Arena”** on the outside of the package.
- 3.8 The HCFI assumes no responsibility for bids received after the bid submittal time or at any location other than that specified, no matter what the reason. Late bids will be held **unopened and will not** be considered. A bidder may withdraw his bid at any time prior to that fixed for opening bids without prejudice to him.
- 3.9 Bids will be publicly opened at the time, date and place mentioned in the Public Notice of Request for Proposal and proposers are invited to be present at the bid opening.

4. **VISIT TO THE SITE**

Before submitting a bid, Contractor may visit the work site and shall fully inform themselves as to all existing conditions and limitations which pertain to the physical conditions at or contiguous to the site which may affect cost, progress, performance or furnishing of the work. Contractors are expected to examine the specifications and all instructions; failure to do so will be at the Bidder’s risk. The HCFI does not assume responsibility for the accuracy or completeness of the Bidding Documents.

5. **ADDENDA OR ADDITIONAL INFORMATION**

Any questions or requests for clarifications concerning this RFP shall be submitted in writing by facsimile or e-mail directed to Janet Gilliard by Fax number 863-773-5801; or E-mail address: janet.gilliard@hardeecounty.net. The RFP number and title shall be referenced on all correspondence and in the subject section of the correspondence. **All questions must be received no later than Noon on Friday, April 29, 2016.** All responses to questions/clarifications, if deemed necessary, will be posted on the Fair’s website at

[www.hardeecountyfair.org](http://www.hardeecountyfair.org) or through DemandStar/Onvia. No questions will be received verbally, and/or in writing, after the deadline.

Each bidder shall examine all RFP documents, draft Agreement and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made through the Janet Gilliard. The HCFI shall not be responsible for oral interpretations given by any employee, representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this RFP, the HCFI will attempt to notify all prospective bidders who have secured same; however, it shall be the responsibility of each bidder prior to submitting their bid, to contact the Janet Gilliard to determine if addenda were issued and to make such addenda a part of their bid.

6. **DOCUMENTS TO BE INCLUDED WITH BID:**

6.1 Bid and Proposal Form

6.2 A list of references for which they have successfully completed similar projects, including name of business, contact person and phone number.

6.3 Sworn Statement Pursuant to Section 287.133(3) (a), Florida Statutes on Public Entity Crimes, as applicable.

6.4 Non-collusion Affidavit.

6.5 List of Sub-Contractors and Architects/Engineers who will be providing services in this project.

7. **DISQUALIFICATION OF BIDDERS:** The following causes will be considered sufficient to disqualify any bidder, and bids from disqualified bidders will not be considered:

7.1 Collusion among or between bidders.

7.2 Unbalanced bids; that is, bids in which the price bid are out of all proportion to those bid by others.

7.3 Lack of experience or capital on the part of the bidders. Evidence of experience, ability, and financial standing must be provided by the bidder, as required by the HCFI.

8. **ACCEPTANCE OF PROPOSAL AND AWARD OF CONTRACT:**

8.1 **RIGHT TO REJECT BIDS:** After the proposals/bids are opened, they will be read aloud by Janet Gilliard or her designee. HCFI reserves the right to reject any or all bids, and to waive technical errors and informalities or to request resubmission. No Proposer/Bidder shall have any right against the HCFI arising from such rejections.

8.2 **PROPOSAL/BID OPENING:** Bids will be opened at 4:00 p.m. on Monday, May 9, 2016 at the Hardee County Community Development Office, 412 W. Orange St., Room 201, Wauchula, Florida.

8.3 **EVALUATION OF RFP's:** HCFI reserves the right to award the bid to the lowest, most responsive and responsible bidder with proven experience. HCFI reserves the right to



take in qualification, experience, delivery terms, budget requirements, materials, warranty and service reputation. A selection committee will evaluate the proposals and make recommendation of award.

8.4 **PRESENTATION**: The Selection Committee may short list the proposals and requests the short listed proposers to make presentation.

8.5 **AWARD**: The award is tentatively scheduled for award at the next regularly scheduled meeting of the Fair Board.

The proposer selected shall be issued a Notice of Acceptance and the proposer shall execute a contract and provide the required insurance certificates: Workers Compensation, Comprehensive General Liability, Automobile Liability, Builder's Risk coverage, Professional Indemnity/Liability, and Performance and Payment Bonds within fourteen (14) calendar days. A draft copy of the agreement is attached for information and execution after notice of acceptance is issued.

Thereafter a Notice to Proceed (NTP) and a Purchase Order will be issued within sixty (30) days. If awarded, Proposer/Bidder shall supply and deliver the required documents within the specified calendar days after the RFP/Bid Award. In case of failure on the part of the proposer/bidder to deliver documents pursuant to his proposal/bid, award may then be made to the next best proposal/bidder or the service will be re-advertised, at the sole discretion of the Fair Board. Failure of the proposer/bidder to deliver documents within the specified time is deemed to cause harm to HCFI.

Bid bonds of the top three proposers will be retained until a contract is executed; whereas the bid bonds of the remaining proposers will be released but sooner than thirty (30) days after the opening of proposals. Failure of the awarded proposer to execute a contract causes harm to HCFI, and is deemed just cause for HCFI to consider the proposer to forfeit their bid bond.

9. **INDEMNIFICATION**:

9.1 The successful bidder shall indemnify and hold harmless the HCFI from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said successful bidder or by or in consequence of any neglect in safeguarding the work by or on account of any activity or omission, neglect or misconduct of the successful bidder or a Sub-Contractor or by or on account of any claims or amounts recovered from any infringement of patent, trademark, or copyright of from any claims or amounts arising or recovered under the "Worker's Compensation Law" or any other law, bylaws, ordinance, order or decree.

9.2 The successful bidder shall pay all cost including attorneys' fees that may be incurred by HCFI in enforcing compliance by the successful bidder with the provisions of this contract, or in defending any proceeding or suit brought against HCFI for any violation by the successful bidder of any law or ordinance, or in the event the HCFI is made a party to any litigation with respect to any matter arising out of or related to this contract

as to which the successful bidder is at fault or responsible. The successful bidder shall pay all judgments, decrees and costs, including reasonable attorneys' fees, incurred by or imposed upon HCFI in connection therewith.

10. **TERM**

The contract shall be for the duration of time required to complete the described project as specified under this RFP/Bid Document. Delivery shall be freight on board (FOB) at Hardee County Cattlemen's Arena, 770 Rec Complex Drive, Wauchula, FL 33873.

11. **TERMINATION OF PROPOSAL/BID AWARD**

The RFP/Bid Award may be terminated by HCFI, with or without cause, upon ten (10) days written notice.

12. **LABOR DISCRIMINATION**

The Contractor shall fully comply with any and all applicable State or Federal Laws in respect to intimidation of or discrimination against any employee or qualified prospective employee by reason of age, sex, race, color or creed.

13. **SUB-CONTRACTORS**

14.1 The Contractor shall not assign, sublet or subcontract all or any part of the agreement without the prior written consent of HCFI, and no purported assignment by the Contractor shall be binding on HCFI without such consent.

14.2 All sub-contractors information submitted with the bid proposal shall be made as part of the contract and shall be maintained in the same manner as for the Contractor, during the full term of the agreement.

14.3 Notification of changes will be forwarded in writing to HCFI within seven (7) calendar days of such change.

14. **PUBLIC ENTITY CRIMES STATEMENT, as applicable**

Section 287.113(2)(a) Florida Statutes, reads as follows: "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 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, supplier, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

15. **NON-COLLUSION AFFIDAVIT**

The Bidder shall complete the affidavit and submit with the Bid and Proposal Form.

16. **EVALUATION CRITERIA**

Proposals shall be evaluated on criteria not solely on price. A Selection Committee will evaluate all proposals and make recommendation of acceptance of proposal. The Selection Committee will evaluate the proposals based on the following criteria as a minimum:

	Criteria / Description	Percentage
A	Price (Base Bid or Bid Price with Option Items)	40
B	Qualifications of Contractor/Architect Team	20
C	Experience of Contractor on Similar Size and Type of Project	20
D	References	5
E	Completion Duration	10
F	Local Preference	5
	Total:	100.00 %

The evaluation criteria may be revised by the Selection Committee as appropriate.

**BID AND PROPOSAL FORM**

To: Hardee County Fair, Inc.  
 Attn: Janet Gilliard  
 412 W. Orange St., Room 201  
 Wauchula, Florida 33873

The undersigned hereby offers a proposal to provide the services for the “Design-Build of New Restroom Facility and Renovation of Existing Restroom at Cattlemen’s Arena” pursuant to the provisions of the Request for Proposal, sketch (not to scale, not for construction purposes), specifications and conditions, for a Total Base Bid price of (\$\_\_\_\_\_), \_\_\_\_\_ dollars (price in words).

**Proposal/Bid Breakdown:**

Item	Description	Qty	Unit	Unit Cost	Price
1	<b>BASE BID:</b>				
	Design-Build the New Restroom, approx. 26 feet x 32 feet, with Shingle Roof (East end of Arena).	1	Lump Sum	\$	\$
	Completion Duration		Cal. Days		
2	Renovation of Existing Restroom	1	Lump Sum	\$	\$
	Completion Duration		Cal. Days		
	<b>TOTAL BASE BID:</b>			\$	\$
	<b>Alternate Bid No. 1</b>				
3	Design-Build the New Restroom, approx. 26 feet x 32 feet, with Shingle Roof (West end of Arena).	1	Lump Sum	\$	\$
	Completion Duration		Cal. Days		
	<b>TOTAL ALTERNATE NO. 1 BID:</b>			\$	\$

If awarded, Bidder shall complete the project within the number of calendar days after the execution of contract and the Notice to Proceed is issued. Include twenty one (21) calendar days for permitting, inspections and color selection by the Fair Board.

In submitting this bid, it is understood that the Fair Board reserves the right to reject any or all proposals and to waive any technicality in any proposal in the interest of the Fair Board. Furthermore, no bid may be withdrawn for a period of sixty (60) days from the opening thereof.

**BIDDER’S DECLARATION AND UNDERSTANDING:** The undersigned, hereinafter referred to as the “Bidder”, declares that the only persons or parties interested in this bid are those named herein, that this bid is, in all respects, fair and without fraud, that it is made without collusion with any official or employee of the Fair Board, and that the bid is made without any connection or collusion with any person submitting another bid on this project.

**ADDENDA:** The bidder hereby acknowledges that he has received the following addenda:

Addenda No. \_\_\_\_\_ Dated: \_\_\_\_\_  
No. \_\_\_\_\_ Dated: \_\_\_\_\_

(Bidder shall insert number of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the bidder further agrees that this bid includes all impacts resulting from said addenda.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

(INDIVIDUAL) Strike words  
(PARTNERSHIP) Not applicable  
(CORPORATION)

NAME OF FIRM: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of Authorized Person) (Title)

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

\_\_\_\_\_  
Signature

State of Florida at Large

My Commission Expires: \_\_\_\_\_ (SEAL)

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )

) ss:

County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn deposes and says that:

- (1) He/She is the \_\_\_\_\_(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ The Bidder that has submitted the attached Bid;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

**[Signatures on next page]**

BIDDER: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016,

Personally known \_\_\_\_\_

Or Produced Identification \_\_\_\_\_

(Type of Identification)

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

My Commission Expires: \_\_\_\_\_

(Printed, typed, or stamped commissioned name of notary public)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_  
whose business address is \_\_\_\_\_

\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:
- (i). A predecessor or successor of a person convicted of a public entity crime; or
  - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

BIDDER: \_\_\_\_\_



5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

**[Signatures on next page]**

BIDDER: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Personally known \_\_\_\_\_

Or Produced Identification \_\_\_\_\_  
(Type of Identification)

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

My Commission Expires \_\_\_\_\_

(Printed, typed, or stamped commissioned name of notary public)

## **SCOPE OF SERVICES**

HCFI invites proposals to design and build a new restroom Facility and Renovation of Existing Restroom at the Hardee County Cattlemen’s Arena, 770 Rec Complex Drive, Wauchula, FL 33873. The project includes the construction of the following: The building with walls, roof, concrete floor, concrete walkways, plumbing, electrical, ceiling and downspouts. The project includes the following work items:

- Design including soils bearing capacity testing Plans Preparation
- Permitting
- Site Layout
- Filling, Grading and Compaction
- Trusses Construction
- Roof Construction
- Floor construction
- Structural Footers
- Construction of Ceiling
- Construction of Concrete Walkway
- Electric service
- Plumbing: Water and Sewer
- Grass Sodding

### **SPECIFICATIONS AND ADDITIONAL CONDITIONS – NEW CONSTRUCTION**

- Remove damaged portion of concrete apron on the west side of the current restroom building.
- Construct electricity, water, sewer, etc. entries from the current restroom to the restroom addition under concrete apron and stub out in the area that will be noted as the plumbing area (center of restroom).
- Repair damaged area to code with emphasis on ADA approval, replace complete sidewalk apron, if it’s a financial benefit.
- Construct a 26’ x 32’ CB restroom to code that somewhat mirrors the west side of the current restroom, with the starting point noted as the west side of the sidewalk (exception: no foyer area needed). The interior will be “L” shaped, toilets in the center and the sinks on the outside. The west end of the interior should have at least a four (4) or current code feet walkway.
- Attach the new building to the old building via the roof line with the same pitch and roofing material. Color of roof should be the same. This will create a covered breezeway between the current restroom and the new construction.
- Install ceiling within the breezeway and paint with a semi-gloss exterior paint matching current color.
- Install three (3) LED lights within the breezeway at eight (8) feet, sixteen (16) feet and twenty-four (24) feet.
- At each end of the breezeway, attach a sign identifying RESTROOMS measuring 6” by 48”.

- Install three (3) metal exterior doors with composite frames, large pull handles, single dead bolt lock, keyed alike with door closing mechanisms.
- Label the north door with the universal Men's restroom sign.
- Label the south and west doors with the universal Women's restroom sign.
- Label the middle door with the universal sign of DANGER KEEP OUT. This is the plumbing area entrance.
- Install, in the plumbing area, 3 three single bulb lighting fixtures with single switch activation capability.
- Install, in the plumbing area, if needed, wooden PT steps after entrance.
- Install, in the plumbing area, two (2) receptacles one at or near the front entrance and one at or near the west end.
- Install non-slip ceramic tile (12" x 12" or larger) on the floor with a neutral color and seal.
- Install regular ceramic tile (12" x 12" or larger) on walls up to 48", including screening walls and seal.
- Grout all tiled areas with a dark neutral color and seal.
- All non-tiled areas should be of a smooth texture.
- In the south "L" shaped restroom, WOMENS, install four (4) toilets with composite stalls, similar to that used in current restroom and, one ADA approve handicap stall on the north wall next to the plumbing area. An additional six (6) toilets with composite stalls should be installed on the east wall of the Women's restroom.
- Install five (5) stainless steel type sinks on the south wall of the Women's restroom with the screening walls on each of the end sinks. Use the same type and model of fixtures/sinks as used in the renovation process, all hands free/motion activated.
- Install stainless steel type soap dispensers and hand dryers, all with motion detect/hands free capability. Use the same type and model of hand dryers and soap dispensers as used in the renovation process.
- Install an inset baby changing table on the east side of the screening walls.
- Install a metal exterior door with a composite frame, large pull handle, single dead bolt lock, keyed alike with door closing mechanism on the southernmost acceptable area of the west wall. Install entrance pad, ADA approved.
- In the north restroom, MENS, install two (2) toilets with composite stalls, similar to that used in current restroom and, one ADA approve handicap stall on the south wall next to the plumbing area.
- Install two (2) urinals with composite separation walls on the east wall next to the plumbing area.
- Install two (2) stainless steel type sinks on the north wall of the Men's restroom with a screen wall on the East side. Use the same type and model of fixtures/sinks as used in the renovation process, all hands free/motion activated.
- Install stainless steel type soap dispensers and hand dryers, all with motion detect/hands free capability. Use the same type and model of hand dryers and soap dispensers as used in the renovation process.
- Install an inset baby changing table on the east side of the screening wall.

- Install baby changing tables on the west side of the screening walls.
- Seal all untiled areas, including ceiling.
- Paint untiled walls with exterior type neutral paint.
- Paint the ceiling with a bright white ceiling paint.
- Install lighting with S8 type florescent or LED equivalent and exhaust fans for the amount of service area (500 square feet). Lighting should be placed over the toilet areas and sink areas.
- Install wall mount dehumidifiers with auto settings in both main restrooms to service 500 square feet.
- Continue the plumbing area space as to follow the “L” shape so access may be obtained to the major plumbing areas
- Install one (1) 30-amp service on the north restroom wall located at the end of the plumbing area
- Install two (2) hose bibs, one (1) close to the north west end on the north wall and one (1) close to the south west end on the south wall.
- Seal outside of building.
- Paint the outside of the new construction with a semi-gloss exterior paint that matches current building.

**SPECIFICATIONS AND ADDITIONAL CONDITIONS – RENOVATION OF EXISTING RESTROOM FACILITY (note East and West Sections of building)**

- Remove damaged portion of concrete apron on East side of existing building.
- Repair damaged area to code with emphasis on ADA compliance; replace if it’s a financial benefit.
- Bring the area around the sidewalk up to grade with dirt and seed.
- Remove all three existing doors on east side of building.
- Replace doors with metal exterior doors with composite frames, large pull handle, single dead bolt lock, keyed alike, and door closing mechanisms.
- Remove all fixtures and toilets in current shower/restrooms on the northeast (men’s) and southeast (women’s) side of building.
- Install non-slip ceramic tile (12” x 12” or larger) on the floor and shower barrier with a neutral color and seal.
- Install non-slip ceramic tile (2” x 2” or larger) on the floor of the showers with a similar color as #7 and seal.
- Install regular tile on walls up to 48”, except in shower where tile should be installed at 72”.
- Grout tile with a dark neutral color and seal.
- Install new toilets, stainless steel sinks, soap dispensers and paper towel dispensers with motion detection features.
- Replace sink and shower fixtures with chrome style fixtures.
- Install dual roll toilet paper dispenser with lock and cover beside each toilet.
- Install changing tables on the west wall of both of these shower restrooms.
- Repair ceiling rot on the south side of the restroom above the toilet and sink.

- Remove light fixtures, receptacles and light switches and covers.
- Install dual bulb light fixture with exhaust fan.
- Replace receptacles and light switches and covers.
- Seal the remaining portion (non-tiled) of the walls.
- Paint these walls with an exterior type neutral semi-gloss paint.
- Seal the ceiling and then paint the ceiling with bright white ceiling paint.
- Label doors with the universal restroom signs, MEN on the northeast restroom, WOMEN on the southeast restroom, Danger/Keep Out sign for the middle door.
- Remove damaged portion of concrete apron on West side of building.
- Repair damaged area to code with emphasis on ADA compliance; replace if it's a financial benefit.
- Remove both doors on the west side of the building.
- Replace doors with exterior metal doors, large pull handle, single dead bolt lock, keyed alike with doors on East end of building, and door closing mechanisms.
- Label doors with the universal restroom signs, MEN on the north restroom and WOMEN on the south restroom.
- Remove existing sinks, towel, toilet paper & soap dispensers, mirrors, exhaust fans, baby changing tables and lighting within the existing main restrooms
  - NOTE: Do Not remove the seven (7) stalls or the seven (7) toilets in the south main restroom (Women's) or the four (4) stalls, the four (4) toilets, or the four (4) urinals in the north main restroom (Men's).
- Install a screening wall, five (5) feet by six (6) feet, five (5) feet inside the end of the entrance opening, attached to the south wall of the south main bathroom and attached to the north wall of the north main bathroom.
- Install privacy wall/stall between existing urinals
- Install non-slip ceramic tile (12" x 12" or larger) on the floor with a neutral color and seal.
- Install regular tile on walls up to 48", including screening walls and seal.
- Grout all tiled areas with a dark neutral color and seal.
- Replace the four (4) sinks with stainless steel type sinks with additional support in both main bathrooms.
- Replace all soap dispensers and hand dryers with stainless steel type dispensers, all with motion detect/hands free capability in both existing main restrooms.
- Reinstall baby changing tables removed, noted above, and reinstall on the east side of the screening walls.
- Repair ceiling rot in all areas of the restroom below roof vent stacks.
- Seal un tiled walls.
- Paint un tiled walls with exterior type neutral paint.
- Seal the ceiling area.
- Paint the ceiling with a bright white ceiling paint.
- Replace lighting with S8 type florescent or LED equivalent and exhaust fans for the amount of service area in both existing main restrooms. Lighting should be placed over the toilet areas and sink areas.
- Remove electrical receptacles.
- Replace receptacles with GFI receptacles in both main restrooms and foyer areas.

- Remove light switches in both main restrooms.
- Replace light switches in both main restrooms.
- Remove outside foyer light fixture and replace with a ceiling mount with motion detection capabilities at both entries of the main restroom.
- Remove water fountain in the foyer of both main restrooms.
- Disable, cap and seal water source and drain and cover area with mortar where the water fountains were.
- Install exterior non-slip ceramic tile in the outside foyer area.
- Install wall mount dehumidifiers with auto settings in both main restrooms to service 500 square feet.
- Paint outside of building with an exterior paint with current color option.
- Reboot all roof vent stacks both main restrooms.
- Upgrade the electrical capacity of the restroom to a 200-amp service.

1. DESIGN: The Contractor's professional architect shall design and prepare the construction plans for the building. The Contractor shall be responsible to obtain the soil bearing capacity test required for design and permitting. The Contractor and HCFI shall schedule status meetings and completion walk-through:

- Pre-Design Meeting:
- Submittal, 25% complete. Hold a meeting
- Submittal, 75% complete: for permitting. Hold a meeting
- Submittal, 100% complete: for construction. Hold a meeting. Provide five (5) sets.
- Building Inspector's inspections: Various.
- Substantial Completion Walk-through and Generate Punch List.
- Completion Walk-through.

2. PERMITTING:

- BUILDING PERMIT: Obtain permits and coordinate all inspections. The contractor shall be responsible for the payment of fees associated with re-inspections. The proposer shall be a qualified and licensed General Contractor or Building Contractor who can complete the project.
- SWFWMD PERMIT: Contractor will obtain necessary permit or exemption from the Southwest Florida Water Management District.
- PEACE RIVER ELECTRIC COMPANY: The Contractor shall be responsible for coordination with PRECO to obtain electric power. It is the intent of the HCFI to utilize and upgrade the existing electric meter at the existing restroom located west of the

proposed Restroom. Under the Alternate 1 Bid, the Contractor shall be solely responsible for the coordination with PRECO.

3. **SITE LAYOUT:** The Contractor shall conduct layout of the building on the site identified by the HCFI. Based on available data the project site is not located in wetlands or floodplain.
4. **FILLING, GRADING AND COMPACTION:** The finish floor elevation of the building shall be at approximately two feet above existing ground elevation. The Contractor shall be responsible for necessary fill material and compaction. The contractor shall include costs associated with fill material, and proctor and density tests. Fill shall be graded with side slopes no steeper than 5:1.
5. **COMPLETION DURATION:** The Proposer shall indicate the completion duration but no longer than sixty days from the effective date of the Notice to Proceed.
6. **AS-BUILT DRAWINGS, CERTIFICATION AND WARRANTIES:** Upon completion of the project, the contractor shall provide: as-built/record drawings acceptable to the County Engineer and Building Official. The contractor shall also submit completion certification, concrete tickets, and warranties with original signatures.



## CONTRACT AGREEMENT

This Contract, made this \_\_\_ day of \_\_\_\_\_, 2016, between Hardee County Fair, Inc., hereinafter known as the "HCFI", and \_\_\_\_\_, his, its, or their successors, executors, administrators, and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the HCFI, for the consideration herein mentioned, and at his, its, or their own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has complied with the requirements of the Specifications in Project: **design-build of new restroom facility and renovation of existing restroom at Hardee County Cattlemen's Arena.**

NOW THEREFORE, the HCFI and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor's Bid Proposal.

Article 2. Contract Price: The Contract Price includes the total bid price of \$\_\_\_\_\_.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit prices in the Contractor's Bid Proposal are based on are hereby made a part of this Contract by reference thereto and hereby attached hereto.

Article 4. Time of Beginning and Completion: The Contractor agrees to begin Work within 21 calendar days after receipt of Notice to Proceed. The Contractor will complete all Work in its entirety within 90 calendar days thereafter, or the Contractor will pay, for each calendar day thereafter, as liquidated damages, in the amount of \$100.00 per day.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month), and approved by the HCFI, subject, however, to retention by the HCFI of an amount equal to ten percent (10%) of the payment due.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon after as practicable, the HCFI and Consultant shall make a final inspection and, if appropriate, acceptance of the Work, after which the Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Attorney Fees and Costs: In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney fees, as may be set by the Court.

Article 9. Contract Documents: The execution of this Contract shall be in duplicate, one copy being retained by the HCFI, and one copy being retained by the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

BY: \_\_\_\_\_  
Terry Atchley, President, Hardee County Fair, Inc. Date

ATTEST:

CONTRACTOR:

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_(SEAL)  
Authorized Corporate Officer or Individual

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
(Printed or Typed Name of Signer)

\_\_\_\_\_  
(Printed or Typed Title of Signer)

\_\_\_\_\_  
(Business Address of Contractor)

\_\_\_\_\_  
(Telephone Number)

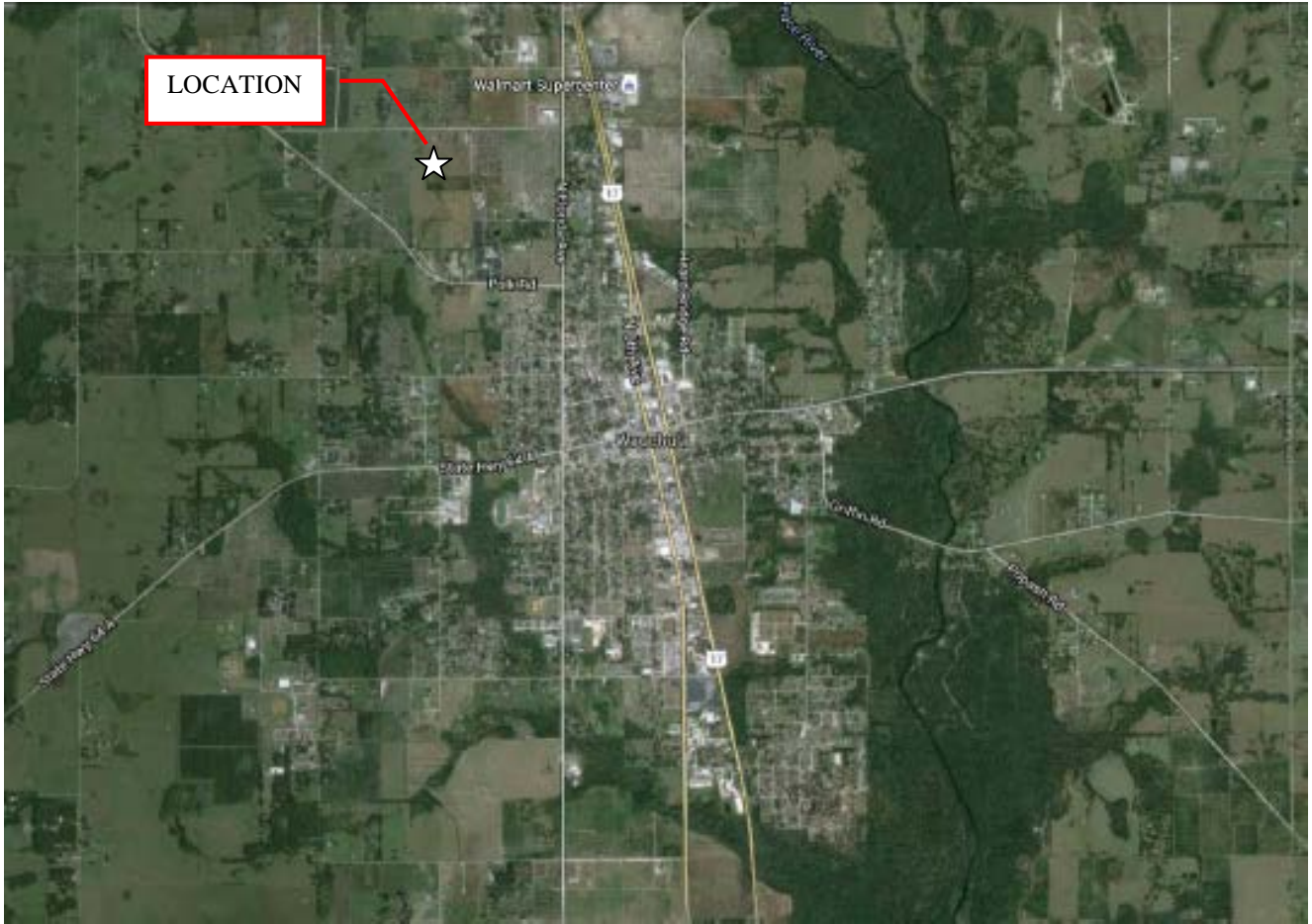


Exhibit 1-1 – Location Map (not to scale)



Exhibit 1-2 – Vicinity Map (not to scale)

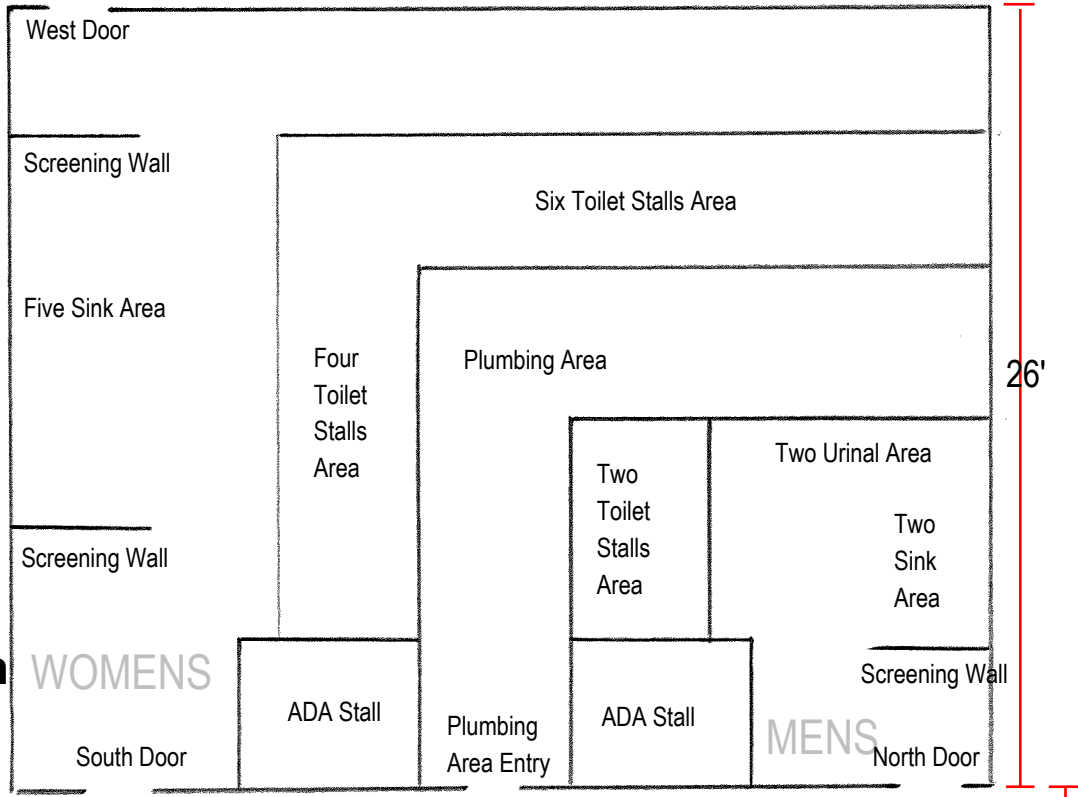
Entry Pad

# Bathroom Sketch (NOT TO SCALE)



North

**DRAFT**  
**(for**  
**information**  
**purposes**  
**only)**



Covered Sidewalk

6'

