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Purchasing Department • 501 Harrison Avenue, Room 107, Panama City, Florida 32401 • Phone 850-872-3070
www.pcgov.org

INVITATION FOR BIDS
9 HARRISON AVENUE ASBESTOS ABATEMENT

The City of Panama City will accept sealed bids for the removal and disposal of Asbestos Containing Materials in the former City Hall, located at 9 Harrison Avenue, Panama City, Florida at the Purchasing Office until 2:00 p.m., CST, on Wednesday, February 19, 2020. Specifications may be obtained at the Purchasing Office, 501 Harrison Avenue, Room 107, Panama City, Florida, telephone 850-872-3070, or our website www.pcgov.org.

Submit bids in person at the Purchasing Department or via U. S. Mail or courier service. Bids must be plainly marked, "**BID No. PC 20-009 ~ 9 HARRISON AVENUE ASBESTOS ABATEMENT ~ FEBRUARY 19, 2020**". All bids must be received by 2:00 p.m., CST, on Wednesday, February 19, 2020, at which time they will be opened and read aloud. Please review all documents pertaining to this request before submitting requested information.

The City reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid, and to award a contract deemed to be in the best interest of the City.

CITY OF PANAMA CITY
BECKY BARNES
PURCHASING AGENT

I. GENERAL CONDITIONS

- A. The purpose of this bid is to establish a firm, fixed price for the removal and disposal of Asbestos Containing Materials (ACM) in the former City Hall building, located at 9 Harrison Avenue, in accordance with the purchasing policies of the City of Panama City, Florida. The Contractor must be certified in the removal and disposal of ACM. Materials requiring abatement are spray applied ceiling texture and scratch coat; 9"x9" beige floor tile and mastic, including removing walls in order to remove the damaged floor tile beneath; and 9"x9" light beige floor tile and mastic. Please review all documents before submitting the requested information.
- B. Submit bids in person at the Purchasing Department at 501 Harrison Avenue, Room 107, Panama City, Florida 32401, or via U. S. Mail or courier service. Bids must be plainly marked, "**BID No. PC 20-009 ~ 9 HARRISON AVENUE ASBESTOS ABATEMENT ~ FEBRUARY 19, 2020**". Only bids submitted on the Bid Sheet provided with this invitation will be considered responsive. The purchasing staff must receive all bids before 2:00 p.m., CST, on Wednesday, February 19, 2020, at which time all bids will be opened and read aloud. Bids received after the stated time will be refused. It is the sole responsibility of the bidder to ensure the bid is received on time. The clock in the Purchasing Office will determine the bid closing time.
- C. Submit one (1) original and one (1) copy of all documents.
- D. Specifications are open to public inspection and may be obtained from the Purchasing Department, 501 Harrison Avenue, Room 107, Panama City, Florida, telephone (850) 872-3070, or our website www.pcgov.org.
- E. The City of Panama City (hereafter referred to as the "City") reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid, and to award a contract deemed to be in the best interest of the City.
- F. Bidders shall strictly adhere to all specifications described herein. Should exceptions be taken, the City's representatives will decide if the exceptions are in the best interest of the City and if those exceptions will provide for a quality product.
- G. Inspection of the building will be permitted on Thursday, February 6, 2020, at 9:00 a.m., CST. The building is structurally sound but there is asbestos and extensive water damage. The City requires respirators for anyone entering the building for an inspection.
- H. Direct all questions or inquiries regarding the meaning or interpretation of this bid to Becky Barnes, in writing, at bbarnes@pcgov.org. All written inquiries and responses will be submitted as addenda and posted on the City's website. Interested parties are encouraged to register with "Notify Me" at the City's website to ensure notification of postings. It is the sole responsibility of the bidder to determine if any addenda have been issued.
- I. The Purchasing Department will be the only point of contact for this bid. Contact with other City officials or City employees regarding this bid prior to award may result in disqualification.
- J. The City does not discriminate based on race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.

- K. If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records at (850) 872-3020; cityclerk@pcgov.org; or, P. O. Box 1880, Panama City, Florida 32402.**
- L. 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.

II. ASBESTOS CONTAINING MATERIALS

- A. The property is located at 9 Harrison Avenue, Panama City, Florida. The subject property is the former City Hall. The building is a two-story structure, with approximately 15,600 square feet per story, per the Bay County Property Appraiser's records. The area where the second and first floor form an open atrium is approximately 2,500 square feet. Offices surround the open area on both floors. The building was originally constructed in 1957, with a remodel completed in 1969.
- B. A survey for Asbestos Containing Materials (ACM) was performed on the building in April, 2019. Asbestos containing materials that require removal prior to demolition were found in multiple locations in the building.
- C. The spray-applied ceiling texture contained 5% Chrysotile asbestos. Point-counting yielded a higher content of 7.75 – 9.75% Chrysotile asbestos. Therefore, all of the spray-applied ceiling texture and scratch coat beneath the texture is considered ACM. In addition, since some of the ceiling has already fallen and become friable, the extent of contamination of other building materials is pervasive. This material must be removed prior to demolition.
- D. The 9"x 9" beige floor tile and mastic contained 5% Chrysotile asbestos with a point-counting of the tile yielded a lower content of 3.75 – 4.25% Chrysotile asbestos. Therefore, all of the 9"x9" beige floor tile and mastic located at the property is considered ACM. In addition, the complete floor tile removal should include removal of walls in order to capture all of the damaged and contaminated floor underneath.
- E. The 9"x9" light beige floor tile and mastic from the office near the front of the building to the left of the main entry contained 2% Chrysotile asbestos and the associated mastic found to contain 5% Chrysotile asbestos. Point-counting of the tile yielded a lower content of 1.25% Chrysotile asbestos. Therefore, all of the 9"x9" light beige floor tile and mastic located at the property should be considered ACM.

- F. Any component which is similar in appearance and in the general vicinity of ACM or similar application of samples identified as containing asbestos, as well as any other materials not shown by proper sampling and analysis to be non-asbestos containing, should be handled as ACM.
- G. Actual quantities of ACMs should be made by the Contractor during the site inspection on February 6.
- H. All ACM is to be removed by a licensed asbestos contractor and disposed of at an approved solid waste facility. Contractor must have a copy of the Asbestos Survey that is available at the City's website, pcgov.org. The abatement contractor shall verify all conditions on site and provide removal of all ACM materials.
- I. The City will be demolishing the building shortly after the asbestos abatement is completed. Therefore, the contractor shall determine the level of abatement and reporting required in order for the building to be demolished in the near future.

III. APPLICABLE STANDARDS AND GUIDELINES

- A. Removal of asbestos containing materials must be performed by an Asbestos Abatement Contractor licensed by the State of Florida, with certified personnel. ACM abatement must comply with the State of Florida Department of Business and Professional Regulation, Chapter 469, licensing and training; Chapter 62-701.520, Waste Disposal Rules; Chapter 62-257, DEP 1999, Asbestos Program and OSHA 29 CFR 1926.1100 (Construction Industry Standard).
- B. The Contractor shall assume full responsibility and liability for the compliance with applicable laws, regulations, standards, licensing requirements and patented systems pertaining to asbestos abatement, work practices, hauling, disposal, protection of workers, visitors to the work site, and persons occupying areas adjacent to the work site. The Contractor shall hold harmless and indemnify the City of Panama City, Florida of any liability as a result of patent infringements, failure to comply with applicable standards, and licensing requirements on the part of himself, his employees or his subcontractors.
- C. The Contractor shall have available copies of all applicable codes, regulations, standards, documents and this bid package.
- D. Where conflicts among the requirements or codes, regulations, standards, documents and this specification exist, the most stringent requirement shall be utilized by the Contractor.
- E. NESHAPS requires a ten (10) working day notification to the Florida Department of Environmental Protection (FDEP) Division of Air Management prior to the start date of an asbestos abatement project.
- F. The Contractor shall be responsible for posting the notice of the asbestos project signs at the required locations on the buildings. The Contractor shall ensure that the signs remain in place throughout the project.

IV. TERMS OF CONTRACT

- A. The Contractor will have thirty (30) days from notification of award to complete the work.
- B. The City may withhold payment for non-performance if deemed appropriate.
- C. The terms and conditions in these specifications constitute the entire agreement between the City of Panama City and the Contractor. No separate contract or other documents describing terms and conditions of service will be executed by the City.

V. REQUIREMENTS

- A. The Contractor must obtain all permits prior to beginning work.
- B. Copies of all permits must be presented to the City representative prior to work beginning.
- C. Removal of all materials must be in compliance with all city, county, EPA and FDEP requirements.
- D. The Contractor will notify the City representative prior to the start of work on the properties.
- E. The Contractor shall furnish all labor, materials, supplies, equipment, devices, or tools needed to perform the required services.
- F. There is limited electrical access available adjacent to the property and should be verified by contractor prior to bid.
- G. The City will only provide accessible water at the property to the contractor. Contractor shall verify location of water access and provide any tools, hoses or necessary supplies needed to access the water.

VI. INSURANCE REQUIREMENTS

A. Standard Insurance Coverage

- 1. The Contractor, Subcontractors, vendors, or suppliers shall not begin work under the contract until obtaining all insurance described herein and such insurance has been approved by the City; nor shall the Contractor permit any Subcontractors, vendors, or suppliers to begin work until similar insurance to cover the Subcontractors, vendors, or suppliers has been obtained and approved.
- 2. The minimum insurance coverage and limits required are shown by coverage line below. Failure of the Contractor to identify deficiencies in any insurance provided by subcontractors, vendors, or suppliers shall not relieve subcontractors, vendors, or suppliers from any insurance obligations.

B. Required coverage is as follows:

1. Workers Compensation and Employer's Liability

Workers' compensation insurance providing statutory benefits as required in the state of Florida and employers' liability with limits of not less than:

- \$500,000 E. L. Each Accident
- \$500,000 E. L. Disease - Each Employee
- \$500,000 E. L. Disease - Policy Limit

The policy shall include a waiver of subrogation in favor of the City.

The certificate must clearly identify that coverage applies in the state the Contractor, Subcontractor, Vendor, or Supplier is located and includes coverage for Florida as required by statute.

2. Commercial General Liability Insurance

Written on ISO form CG2010 11/85 or equivalent. The minimum limits of coverage shall be as follows:

- a. \$1,000,000 each occurrence for Bodily Injury and Property Damage
- b. \$2,000,000 General Aggregate
- c. \$2,000,000 Products and Completed Operations
- d. \$1,000,000 Personal and Advertising Injury (with the standard contractual and employee exclusions deleted)
- e. Employees and Volunteers as Additional Insured for both on-going and completed operations
- f. Broad Form Property Damage including underground, explosion and collapse hazards (X, C, U); or no exclusion for Exclusion - Damage to Work Performed by Subcontractors on Your Behalf (CG 22 94 or 22 95)
- g. Primary and Non-Contributory Endorsement.
- h. No Demolition Exclusion.
- i. Blanket Contractual Liability
- j. Independent Contractor's Liability
- k. Additional Insured - Owners, Lessees or Contractors - Completed Operations (ISO form CG 20 37)

3. Commercial Auto Liability Insurance

Written on ISO form CA 00 01 or equivalent. The minimum limits of coverage shall be as follows:

- Bodily Injury and Property Damage: \$1,000,000 combined single limit
- Any auto coverage includes Hired Auto Liability and Non-Owned Auto Liability.

C. Other Insurance Requirements

All insurance to be obtained by Contractor, Subcontractor, Vendor, or Supplier under the foregoing provisions shall be written by insurance companies with an A.M. Best rating of an "A-" or better. All liability and automobile insurance shall contain a severability of interest clause *(policy provision clarifying that, except with respect to the coverage limits, the insurance applies to each insured as though a separate policy were issued to each; thus, a policy containing such a clause will cover a claim made by one insured against another insured).*

D. Certificate of Insurance

Bidders shall provide to the City complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide the City at least 30 days written notice of reduction, cancellation or intent not to renew coverages as called for above. If insurance is canceled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the Successful Bidder must cease work on this bid.

E. Waiver of Subrogation

All insurance coverage maintained by the Contractor and all Subcontractors shall include a waiver of any right of subrogation of the insurers thereunder against the City, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy. Contractor and all Subcontractors further waive all claims and all rights of subrogation against the City, employees, insurers and underwriters for loss of, or damage to, Contractor/Subcontractor scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Contractor/Subcontractor.

VII. BID PROTESTS

- A. Bidders may challenge the City's decision. Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- B. The formal written protest shall state with particularity the facts and law upon which the protest is based per Florida Statute 120.57(3) (b). A valid protest must 1) come from an actual Bidder for the contract, and 2) only those who claim to be the rightful awardee. That is, protest is not valid if filed by a Bidder who cannot fully show and substantiate why they would be awarded the contract if their protest were accepted. Filing shall be considered complete when the protest is personally received by the Purchasing Agent, at 519 East 7th Street, Panama City, Florida 32401.
- C. The Purchasing Agent will review the protest and issue a written decision. If the Bidder disagrees with the decision, the decision may be appealed to the City Manager. The City Manager will hear the protest and issue a written decision. Any decision made by the City Manager regarding the matter will be final.

VIII. BIDDER INSTRUCTIONS

- A. Submit bids in person at the Purchasing Department at 501 Harrison Avenue, Room 107, Panama City, Florida 32401, or via U. S. Mail or courier services. Bids must be plainly marked "**BID No. PC 20-009 ~ 9 HARRISON AVENUE ASBESTOS ABATEMENT ~ FEBRUARY 19, 2020**". Only bids submitted on the Bid Sheet provided with this invitation will be considered responsive. The purchasing staff must receive all bids before 2:00 p.m., CST, on Wednesday, February 19, 2020, at which time all bids will be opened and read aloud. Bids received after the stated time will be refused. It is the sole responsibility of the bidder to ensure the bid is received on time. The clock in the Purchasing Office will determine the bid closing time.
- B. Submit one (1) original and one (1) copy of all documents.
- C. The following attachments must be included with your bid. Failure to include these attachments may cause your bid to be disqualified.
- Completed Crime Entity Form
 - Insurance Certificate
 - Copy of Asbestos Abatement Contractor State of Florida License

Only bids submitted on this Bid Sheet will be accepted.
Return in a sealed envelope, plainly marked,
“Bid No. PC 20-009 ~ 9 HARRISON AVENUE ASBESTOS ABATEMENT ~ FEBRUARY 19, 2020”
To: Purchasing Department – 501 Harrison Avenue, Room 107 - Panama City, Florida 32401

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

CONTACT _____ PHONE _____ FAX _____

E-MAIL _____

Location

Total Price

Asbestos Abatement of 9 Harrison Avenue (former City Hall) \$ _____

Failure to include the following attachments may result in your bid being disqualified:

- Completed Crime Entity Form
- Insurance Certificate
- Copy of Asbestos Abatement Contractor State of Florida License

I agree to provide the above service at the price, terms, and conditions indicated, meeting all specifications unless exceptions are noted.

BY _____
(SIGNATURE)

TITLE _____

DATE _____

SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
This form must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to the CITY OF PANAMA CITY by

_____ (Print individual's name and title)

for _____

(Print name of entity submitting sworn statement) whose business address is _____

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

If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn Statement: _____

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 or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt of 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 Paragraph 287.133(1) (a), Florida Statutes, means:

- 1. A predecessor or successor of a person convicted of a public entity crime; or
- 2. 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 a person who has been convicted of public entity crime.

5. I understand that a "person" as defined in Paragraph 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 legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and 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. Based on information and belief, 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 one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 Officers 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 A CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ (Signature)

Sworn to and subscribed before me this _____ day of _____ 2020.

Personally known _____

Or produced identification _____

Notary Public-State of _____

My commission expires _____

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