

INVITATION FOR BIDS (Amended 10/11/23)

Sealed bids, subject to conditions contained herein, will be received by the Deputy Director, Panama City Port Authority, One Seaport Drive, Panama City, Florida 32401, until **Thursday, October 19th 2023, 2:00pm** Central Time (CT) and then publicly opened and Read at the Port of Panama City Boardroom for furnishing all labor and materials and performing all work for the following:

Panama City Port Authority Intermodal Distribution Center,
Mitigation Area Phase 4 Prescribed Burning

DESCRIPTION OF WORK: Project scope consists of work to implement the mitigation plan for the Panama City Port Authority Intermodal Distribution Center including:

Implementation of prescribed fire (with emphasis during growing season, April – September) on the 1,140-acre Mitigation Area (Exhibit 1) as part of wetland mitigation at the Port Panama City Intermodal Distribution Center, Highway 231, Panama City, Florida.

A pre-bid meeting will not be held. A non-mandatory site tour can be arranged during the week of **September 25-29, 2023** by contacting **Atkins at 407-806-4582**. Responses to questions posed by bidders during a site tour will not be binding unless submitted in writing and subsequently issued by Addendum.

October 12th, 2023 – Deadline for submission of questions from contractors.

October 16th, 2023 – Contractor Questions and Responses distributed to plan holders.

Copies of the Contract Documents are on file at Atkins Orlando office; 482 S Keller Rd. Orlando, FL 32810.

They may be examined at the above addresses (no charge), electronic copies can be requested (no charge), or hard copies will be provided to the Bidder at a fee of fifty dollars (\$50) per set, checks made payable to Atkins North America, Inc.. This payment is non-refundable. Partial sets will NOT be issued. Bidders please call 407-806-4582 to schedule pickup of hardcopy bid sets. Bids, accompanied by the Public Entity Crime Statement and Tax Savings Agreement must be submitted upon the standard forms included in the Contract Documents.

The Panama City Port Authority reserves the right to reject any and all bids or parts of bids, to waive any and all bid informalities and to award the bid determined to be in the best interest of the Port. In addition to the discretionary powers vested in the Port, and not in lieu thereof, the Port reserves the right to reject a bid based on the absence of adequate budgetary allowances for the Project. The Port reserves the right to negotiate the terms of the Contract, including pricing and changes to the Plans and Specifications, with the lowest and best bidder. Should negotiations with the lowest and best bidder fail to result in a contract, the lowest and best bidder may be deemed disqualified and the Port may enter into negotiations with the next lowest bidder. This process may continue until negotiations with all bidders fail. The Port reserves the right to accept the lowest and best bid for a period of up to sixty (60) days.

Envelopes containing bids must be sealed, addressed as follows, and delivered to the Deputy Director,
Panama City Port Authority: INTERMODAL DISTRIBUTION CENTER, MITIGATION AREA
PHASE 4, One Seaport Drive, Panama City, FL 32401

By: **2:00pam, Thursday October 19th, 2023**

Alex King
Executive Director

INFORMATION FOR BIDDERS

BIDS will be received by the PANAMA CITY PORT AUTHORITY (herein called the "OWNER"), at the PANAMA CITY PORT AUTHORITY BOARD ROOM, One Seaport Drive, Panama City, Florida 32401, no later than **Thursday October 19th, 2023, 2:00pm Central Time**. Bids will be publicly opened and read aloud at the PANAMA CITY PORT AUTHORITY BOARD ROOM at **2:00pm Central Time on October 19th, 2023**. Each sealed envelope containing a BID must be plainly marked on the outside as BID for PANAMA CITY PORT AUTHORITY INTERMODAL DISTRIBUTION CENTER, MITIGATION AREA PHASE 4 and the envelope should bear on the outside the BIDDER'S name and address. All BIDS must be made on the required BID form.

All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. The OWNER may waive any informalities or minor defects or reject any and all BIDS.

Any BID may be withdrawn prior to the bid opening. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening.

Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER. The OWNER reserves the right to reject any and all bids or parts of bids, and otherwise award the bid determined to be in the best interest of the OWNER. In addition to the discretionary powers vested in the OWNER, and not in lieu thereof, the OWNER reserves the right to reject a bid based on the absence of adequate budgetary allowances for the Project.

The OWNER reserves the right to negotiate the terms of the Contract, including pricing and changes to the Plans and Specifications, with the lowest and best bidder. Should negotiations with the lowest and best bidder fail to result in a contract, the lowest and best bidder may be deemed disqualified and the OWNER may enter into negotiations with the next lowest bidder. This process may continue until negotiations with all bidders fail. The OWNER reserves the right to accept the lowest and best bid for a period of up to sixty (60) days.

BIDDERS must satisfy themselves as to the accuracy of these Contract Documents and any estimated quantities in the BID Schedules by examination of the site and a review of the drawings and specifications including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there has been any misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING if requested, all the information which is pertinent to, and which delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER 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.

The following are items required (two copies each) to be turned in as part of the BID for this project:

1. BID FORM, EXPERIENCE RECORD, TAX SAVINGS AGREEMENT, and Subcontractor Experience Record. Both copies shall have original signatures.
2. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, Form PUR 7068,
3. Copy of Contractor's Equal Employment Opportunity Plan (EEOP).
4. Certification regarding Drug-Free Work Place, Form 287, Section 00046, pages 1 and 2.

The party to whom the contract is awarded will be required to execute the AGREEMENT within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may consider the BIDDER in default.

The OWNER within ten (10) days of receipt of the AGREEMENT signed by the party to whom the AGREEMENT was awarded shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER. The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the AGREEMENT by the OWNER. 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 OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

Bidders are hereby advised that the OWNER will only accept bids from bidders who have successfully completed a minimum of three (3) projects during the past 10 years of a similar type as the project being bid. The OWNER may make such investigations as deemed necessary to determine the ability of each BIDDER to perform the WORK, and each BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein. The OWNER has the authority to eliminate any and/or all bids from Contractors or subcontractors that in the opinion of the OWNER have performed unsatisfactory work on prior projects.

The award will be made to the lowest responsive and responsible bidder based on the lowest Base Bid, OWNER's consideration in its best interest, Contractors Qualifications and financial standing, and OWNER's ability to fund the work. It is anticipated that the Panama City Port Authority will vote on approval of the lowest responsive and responsible bidder at its next Board Meeting following bid submittals (date To Be Determined). The OWNER may elect to waive the requirements of issuing a Notice of Award, issuing only a Notice to Proceed. In this event, the Contractor shall submit an executed Agreement, and Certificate of Insurance prior to commencing work which must begin within ten (10) calendar days of the Notice to Proceed. All

applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout. The OWNER requires the CONTRACTOR to meet all license requirements on this project in accordance with Florida Statutes. Each BIDDER is responsible for inspecting the site, providing on-site investigations and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID. The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER. The ENGINEER is Atkins. The ENGINEER'S address is 482 South Keller Rd., Orlando, FL 32810.