

# WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS



## MASHES SANDS AND WOOLEY PARK PIER MODIFICATIONS

### Invitation to Bid Number: 2009-013

**RESPONSES ARE DUE BY: AUGUST 11, 2009 BY 10:00 A.M., EST**

#### MAIL OR DELIVER RESPONSES TO:

Wakulla County Board of County Commissioners  
Purchasing Office  
3093 Crawfordville Highway  
PO Box 309  
Crawfordville, FL 32327

Contact: Deborah DuBose at 850.926.9500 or via e-mail at  
[ddubose@mywakulla.com](mailto:ddubose@mywakulla.com)  
850.926.9006 FAX

## **OVERVIEW**

Wakulla County, Florida is accepting written proposals from interested companies to provide construction services for the construction of new boardwalk pier bathroom extensions and renovations as shown on the construction drawings, along with a restroom at Mashes Sands Park as contained in Appendix A. All work will be contracted within the terms, conditions, scope of work and other applicable requirements set forth in this document.

Parties interested in preparing a response to this ITB must complete the requirements set forth in the attached documents. Under the bid process of Wakulla County, the conditions set forth herein are accepted and bound to the signature of contractor, by an officer, on the cover letter.

Wakulla County welcomes your response. The County reserves the right to reject any bid response found to be non-responsive, vague or non-conforming. The County reserves the right at any time to withdraw all or part of this bid request in order to protect its best interests. The County is not liable for any costs incurred by the party in preparing its response, nor is a response an offer to contract with your company. Pursuant to Chapter 119, Florida Statutes, all bid responses are subject to open records laws.

## **CALENDAR OF EVENTS**

All times listed in the Calendar of Events are Eastern Standard Time.

Release of Invitation to Bid	July 21, 2009
Bids due and opened (FAX NOT ACCEPTABLE)	August 11, 2009 @ 10:00 AM EST
Pre-Bid, Non-Mandatory	August 3, 2009 @ 2:00 PM EST
Inquiries Due	August 3, 2009
Posting of Intended Award	August 19, 2009
Anticipated beginning of work	August 31, 2009

## **MANDATORY REQUIREMENTS**

The Board of County Commissioners (BoCC) has established certain mandatory requirements which must be included as part of any response. The use of the terms “shall”, “must” or “will” (except to indicate simple futurity) in this Invitation to Bid (ITB) indicate a mandatory requirement or condition. The words “should” or “may” in this indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omissions of, such a desirable feature will not by itself cause rejection of a bid.

Replies which do not meet all material requirements of this bid or which fail to provide all required information, documents, or materials such as bid forms, performance bonds, etc., will be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which

affect the competitiveness of replies or the cost to the Board. Respondents whose replies, past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the contract may be rejected as non-responsible.

The Board reserves the right to determine which replies meet the material requirements of the ITB, and which Respondents are responsible and/or responsive.

## **SCOPE OF WORK**

Contractor shall complete pier extensions and modifications to the Wooley Pier and Mashes Sands Park as shown in the construction documents as (Appendix A). A bathroom is also to be constructed at Mashes Sands Park in accordance with the details provided in Appendix A.

## **METHOD OF PAYMENT**

Contractor shall apply for and receive payment for work performed in accordance with the Contract Documents, Application for Payment and Section 01155 Schedules, Reports and Payments.

## **CONTRACTOR RESPONSIBILITIES**

The contractor must be under construction of improvements no later than September 1, 2009. The contractor shall provide the improvements required by the Construction Documents and Specifications in a timely manner in accordance to the schedule outlined on Page 13 of this document (complete all work by October 15, 2009). Contractors must meet all State and Federal permit requirements. Contractor is responsible for obtaining all necessary state State and Local Permits. All permit fees are the responsibility of the contractor.

Bid and Performance bonds are required. Please refer to Attachment A, Bid Specifications for details.

## **Completion of Deliverables**

As described in this ITB, Timelines and Deliverables, the Contractor shall provide a timely completion of the deliverables listed as outlined under the terms and conditions of this bid. The Contractor must report all extenuating circumstances and request exceptions in writing to the Project Manager for consideration immediately upon discovering that the terms of services will not be met in a particular area. Any exceptions not submitted and approved in writing, as specified herein, will be assessed the applicable liquidated damages as described in this ITB.

## **Sub-Contracts**

The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. The Contractor shall not enter into any subcontracts for the delivery of any services described in this contract without the prior written approval of the Project Manager. Proposed use of subcontracts should be included in the Respondent's bid. Requests for use of subcontracts received subsequent to the ITB process are subject to review and approval by the BoCC based on the terms described herein.

## **WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS RESPONSIBILITIES**

The Wakulla County BOCC shall provide the contractor with any permitting that were acquired (FDEP/ACOE/NFWMD) (excluding National Pollutant Discharge Elimination System (NPDES) and any required building permits or fees), geotechnical reports, geotechnical documents, construction documents and specifications.

## **HOW TO RESPOND TO THIS ITB**

Copies of the construction documents and bid specifications can be obtained at 196 Ochlocknee St., Crawfordville Highway, Crawfordville, FL 32327 or by calling 850.926.9500 to request a copy.

## **BID RESPONSE FORMAT**

In responding to this ITB, each Respondent should review and account for all the requirements contained within this ITB.

The Respondent's bid response will consist of the following and follow the format listed:

### **Tab 1 - Title Page**

The title page must include, at a minimum:

- The title and number of the ITB;
- The Respondent's name (person, organization and firm);
- The name of the organization to which the bid is submitted (Wakulla County Board of County Commissioners);
- The name, title, phone number and address of the person who can respond to inquiries regarding the bid; and
- The signature of the Respondent's authorized signatory.

## Tab 2 - Attachments

Bid responses must include the following documents and certifications:

- **Response Transmittal Form (Attachment 1):** Respondents are required to complete, sign, and return the “Response Transmittal Form” with their response submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.
- **Reference Form (Attachment 2).** A representative who is authorized to contractually bind the Respondent must complete, sign and attach this form.
- **Bid Price Page (Attachment 3).** A representative who is authorized to contractually bind the Respondent must complete, sign and attach this form.
- **Drug Free Workplace Certification (Attachment 4).** Completed, signed and attached by authorized individual for Respondent.
- **Disclosure Statement/Conflict of Interest (Attachment 5).** Completed, signed, and attached by authorized individual for Respondent.
- **Certification Regarding Lobbying (Attachment 6).** Completed, signed and attached.
- **List of Subcontractors (Attachment 7).** Completed, signed and attached.

### **Bid Submission**

All bids must be submitted in a sealed envelope and shall be clearly marked on the outside with the solicitation number, date and time of bid opening for which the bid is intended. The BoCC is not responsible for the opening of any envelope which is not properly marked.

Respondents shall submit all data in the formats specified in this ITB. The forms furnished must be used when submitting the bid. Forms are to be filled out in pen and ink or typewritten with alterations, with changes or amendments initialed. All forms must be signed and dated.

**BIDS MUST BE RECEIVED AT OR BEFORE THE TIME AND DATE** reflected on the timeline in the Calendar of Events of this ITB.

It is the Respondent’s responsibility to assure their bid submittal is delivered at the proper place and time as required in this. **The official date and time of receipt is the date and**

**time the bid is stamped by the Wakulla County Board of County Commissioners.**  
Late replies will not be accepted.

Respondent's bids must state that their bid constitutes an offer that remains valid for at least 60 days after receipt of the bid. Bids must be sent by U.S. Mail, Courier, or Hand Delivered to the location indicated below:

**Wakulla County Board of County Commissioners**

**Attn: Debbie DuBose**  
**196 Ochlockonee Street**  
**Post Office Box 309**  
**Crawfordville, FL 32327**

The face of the envelope shall clearly state the solicitation number and title and also reflect the bid opening date and time. (If a courier service is used, the bid document must be in a sealed marked envelope inside the shipping envelope.) It is suggested that the bid is hand delivered or sent "Certified Mail", to ensure receipt by the date and time indicated.

**Inquiries**

Questions related to this must be received in writing by the contact person listed below by the time indicated in the Calendar of Events. The questions may be sent US mail, courier, e-mail, fax, or hand-delivered to the sole point of contact, listed below. No telephone calls will be accepted. Inquiries submitted after the period specified in the Calendar of Events will not be addressed. Answers to written questions received by the time and date listed in the Calendar of Events will be posted on the county's website at: [www.mywakulla.com](http://www.mywakulla.com)

**NOTE – Submit questions in writing to:**

**Wakulla County Purchasing Office**  
**Attention: Debbie DuBose**  
**196 Ochlockonee Street**  
**Crawfordville, Florida 32327**  
**FAX 850.926.9006**  
**Email: [ddubose@mywakulla.com](mailto:ddubose@mywakulla.com)**

It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a response.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the BoCC posting the notice of intended award, any employee or Board Member concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

## **AWARD**

This solicitation will be awarded on an **all or none basis to the responsive, responsible respondent providing the lowest total overall cost and meeting the project time table for the original contract period.** The final contract price will be the original response price, if an award is made. The Board reserves the right to make all awards pursuant to the Invitation to Bid.

Responses that do not meet the requirements specified in this ITB will be considered non-responsive or not responsible as applicable. In the best interest of the Wakulla County, the Board reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.

A printed copy of the Response tabulation will be posted in the Purchasing Office and at the Board's Administrative Offices and on the county's website ([www.mywakulla.com](http://www.mywakulla.com)). A copy will also be available upon written request to the Purchasing Office. Each written request must contain a self-addressed, stamped envelope and must reference the solicitation title and number.

## **Identical Tie Bids**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. If two or more responses which are equal with respect to price, quality and service are received for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Vendor/Contractors must complete the Drug Free Workplace form provided and return it with their response.

In the event that all tied vendors submitted the Drug Free Workplace Certification, award shall be determined by using the number of valid vendor complaints on file or by lot; except that the response that relates to commodities manufactured within this State shall be given preference.

## **EXECUTING A CONTRACT**

The construction, interpretation, and performance of this solicitation, and all transactions under it shall be governed by the laws of the State of Florida and Wakulla County. The contract

documents shall include all terms and conditions of this solicitation, any addenda, response, and the BoCC's contract issued as a result of this solicitation.

### **CONTRACT PERIOD**

The original contract period will begin upon execution of the contract or August 11, 2009 whichever is last. The original contract period will end after 45 days unless extreme extenuating circumstances warrant an extension which will require the BoCC's approval.

### **CONTRACT RENEWAL**

Any contract that may result from award of this solicitation will not be renewed.

### **LICENSES, PERMITS AND TAXES**

The vendor awarded a contract pursuant to this Request for Bid shall pay for all licenses, permits, taxes, inspection and or architectural fees required for this project. Also, the Contractor shall comply with all federal, state and local codes, laws, ordinances, regulations and other requirements applicable to the work specified at no additional cost to the BoCC.

### **CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION**

After receipt of a Notice of Termination, and except as otherwise specified by the BoCC, Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice.
2. Complete performance of such part of the work as shall not have been terminated by the BoCC.
3. Take such action as may be necessary, or as the BoCC may specify, to protect and preserve any property related to any contract that results from this ITB which is in the possession of the Contractor and in which the BoCC has or may acquire an interest.
4. Upon the effective date of termination of the contract, the Contractor shall transfer, assign, and make available to the BoCC all property and materials belonging to the BoCC. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment.

## **LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME**

1. In as much as failure to complete the project within the time established in this ITB herein will result in substantial injury to the BoCC, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed, within such further time, if any, as in accordance with the provision of the Contract Documents shall be allowed for such substantial completion, the Contractor shall pay to the BoCC as liquidated damages for such delay, and not as a penalty \$1,000.00 dollars for each and every calendar day elapsing between the date fixed for substantial completion of any stage of the project and the date such completion shall be fully accomplished. It is also hereby agreed that if this project is not finally complete, in accordance with the requirements of the Contract Documents the contractor shall pay to the BoCC as liquidated damages for such delay, and not as a penalty, one-fourth of the rate indicated above. Said liquidated damages shall be payable in addition to any excess expenses or costs payable by the Contractor to the BoCC under this provision shall not exclude the recovery of damages by the BoCC under this provision shall not exclude the recovery of damages by the BoCC under provisions of the Contract Documents, except for Contractor's delays.
2. This provision for liquidated damages for delay shall in no manner affect the BoCC's right to terminate the Contract as provided elsewhere in the Contract Documents. The BoCC's exercise of the right to terminate shall not release the Contractor from his obligation to pay said liquidated damages in the amount stated in this document.
3. It is further agreed that the BoCC may deduct from the balance retained by the BoCC under the provisions provided for or such portion thereof as the said retained balance will cover.

## **LIQUIDATED DAMAGES WHEN BOCC TERMINATES CONTRACT**

The Board is entitled to completion of the project within the time fixed stated in this document hereof. In the event of termination of the Contract by the Board prior to completion as provided in the contract, the Contractor shall be liable to the Board for the expenses for additional managerial and administrative services provided to complete the project, and for the per diem liquidated damages provided for.

## **OTHER IMPORTANT INFORMATION**

### **SPECIAL ACCOMMODATIONS**

Any person requiring special accommodations at the BoCC because of a disability should call the Board Purchasing Office at least five (5) working days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the Board's Purchasing Office by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

### **RESPONDENT'S RESPONSIBILITY**

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this solicitation.

Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

Respondents are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Respondent's risk.

### **ADDITIONAL LEGAL REQUIREMENT**

All corporations seeking to do business with the BoCC shall, at the time of submitting a response, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the BoCC shall, at the time of submitting such response, have complied with the applicable provision of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

### **PRODUCT/SERVICE REQUIREMENTS**

Any deviation from the scope of service/specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with the scope of work/specifications, and the successful vendor will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

**ATTACHMENT 1**

**Wakulla County Board of County Commissioners  
Purchasing Office  
196 Ochlockonee Street  
Post Office Box 309  
Crawfordville, FL 32327**

**BID TRANSMITTAL**

.....  
COMPLETE AND RETURN THIS FORM  
WITH THE ORIGINAL BID  
.....

Invitation to Bid Number: 2009-013

Title: Mashes Sands and Wooley park Pier Modifications

Date & Time of Bid Opening: August 11, 2009 @ 10:00 a.m. EST

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Employer ID Number: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Fax Number (    ) \_\_\_\_\_

E-Mail Address (Required): \_\_\_\_\_

Authorized Signature (Manual): \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature (Typed) and Title: \_\_\_\_\_

**ATTACHMENT 2  
 REFERENCE FORM**

**Respondent's Name:** \_\_\_\_\_

Vendors are required to submit with their response three (3) references with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The Board reserves the right to contact any and all references in the course of this solicitation and make a responsibility determination, not subject to review or challenge. (Please provide at least 2 Contact Names.)

<b>FORMER CLIENTS-Provide Three (3)</b>	
<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ATTACHMENT 3  
PRICE BID PAGE**

Deliverable	Required Completion Date	Projected Completion Date	Cost
Mashes Sands Pier Modifications and Restroom	10-15-09		
Wooley park Pier Modifications	10-15-09		
Project Completion	10-15-09		

Please see the Bid Schedule included with the Construction Documents and Specifications for a more detailed breakdown of these items.

*Project Completion Date is crucial to this project. The Required Completion Dates cannot and will not be extended. Bids which cannot meet these schedules will not be accepted.*

**ATTACHMENT 4**  
**DRUG FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR \_\_\_\_\_ TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**ATTACHMENT 5  
DISCLOSURE STATEMENT  
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

_____	_____
_____	_____

Name of a County Employee that owns 5% or more in Respondent's firm:

_____	_____
_____	_____

Not applicable: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**ATTACHMENT 6  
CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS,  
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Name of Company/Organization

\_\_\_\_\_  
Address of Company/Organization

**[ATTACHMENT 7]  
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with their response a list of the subcontractors who will perform work under the contract(s) that results from this solicitation. The Respondent shall have determined to their own complete satisfaction that a listed subcontractor has been successfully engaged in (describe commodities/services being sought in this solicitation) for a minimum of (enter specific time period, months, years, etc.) as required by this specification and is qualified to provide the services for which he/she is listed.

**In the event that no subcontractor will be used, this list shall be returned indicating “No Subcontractors will be used.”**

**NO SUBCONTRACTORS WILL BE USED:**

\_\_\_\_\_  
Signature and Date of Authorized Representative

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	



## Attachment 9

### BID CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH YOUR RESPONSE)

This Checklist is provided as a guideline, only, to assist Respondents in preparation of their response. Included are some important matters that the Respondent should check. This checklist is just a guideline, and is not intended to include all matters required by the ITB. Respondents are responsible to read and comply with the ITB in its entirety.

Check off each of the following:

- 1. The Response Transmittal Form has been completed, manually signed, and enclosed in the original response.
- 2. The Reference Form (Attachment 2) has been completed with three references as required in solicitation.
- 3. The Cost Sheet (Attachment 3) has been completed, reviewed for accuracy and signed by authorized representative who is authorized to contractually bind the Respondent.
- 4. The Drug Free Workplace Certification (Attachment 4), Disclosure Form (Attachment 5), Lobbying Form (Attachment 6) have been read, completed, signed, and enclosed in the original response, if applicable.
- 5. The List of Sub-Contractors, if applicable (Attachment 7) has been completed, signed, and attached if applicable.
- 6. Insurance Coverage Statement (Attachment 8)
- 7. The Technical Specifications section has been thoroughly reviewed for compliance to the solicitation requirements.
- 8. The original response must be received, at the location specified, prior to the Bid Opening Date and Time designated in the Invitation to Bid Document.
- 9. On the lower left hand corner of the envelope transmitting your original response, write in the following information:

Solicitation Number: 2009-013

Title: Mashes Sands and Wooley park Pier Modifications

Bid Opening Date & Time: August 11, 2009 @ 10 a.m. EST.