



INVITATION FOR BID (IFB)

IFB Number	Scope Number	Closing Date	Closing Time	Return IFB Submittal
GC2018092556	5866	9/6/2019	4:00pm EST	bids@synergynds.com

IFB Reference Information:	GC2018092556-019002-Floor Painting			
Insured Property Owner:	City of Panama City			
Property Location Name:	CRA - Gymnasium			
Address Line 1:	819 E. 11th St.			
Address Line 2:	Enter Text Here			
City:	Panama City	State:	FL	Zip Code: 32401

DESCRIPTION: Furnish all required labor, materials and equipment necessary to provide Scope-of-Work at the above described location. Work is being authorized under the elected FMIT TurnKey Recovery ProgramSM administered by SynergyNDS on behalf of the Insured Property Owner, a Member of the Florida Municipal Insurance Trust (FMIT).

SUBMITTAL INSTRUCTIONS: In support of Procurement Guidelines, the IFB Packet includes specifications and terms & conditions associated with the above referenced project information.

1. Bids shall be received no later than the Closing Date & Time indicated above. Bids received after above deadline or that are not submitted in accordance to Submittal Instructions may be rejected without further explanation or contractor notification.
2. Bid shall be completed and submitted using **ONLY** the Contractor Submittal Form (provided at the end of the IFB Packet).
3. Contractor is responsible to validate all Quantities and Units of Measurements specific to the following scope items &/or products. The information and descriptions provided in the IFB are intended for general guidance purposes only. Contractor may not change or alter any material &/or specifications identified in the IFB for submission purposes without prior written/email notification to: bids@synergynds.com.
4. Contractor has the sole responsibility to ensure that all services and material for BID Submittal (whether stated correctly in the IFB or not) satisfactorily meet all required Codes & Standards, OSHA Guidelines and The Americans with Disabilities Act (ADA).
5. Contractor should also consider the approach (if necessary) in which to stock/store material at the jobsite in a safe and secure manner. SynergyNDS will not be responsible for lost or stolen material, supplies or equipment stocked at jobsite.
6. Bid award will be made based on best overall LUMP SUM project value as determined by SynergyNDS in accordance to market valuation, project demands, critical path scheduling – as well as overall Insured Member’s WorkForce Participation Goals. Contributing factors, in addition to price, may be considered as necessary to help determine bid award based on any additional criteria set forth by the specific FMIT Insured Member.

INVITATION FOR BID (IFB)

7. SynergyNDS reserves the right to modify the IFB Specifications and Terms & Conditions at any time during the bid solicitation process. Timely notice to all bidders will be given with an electronically distributed Addendum.
8. SynergyNDS is an equal opportunity employer and administers all Contracts & Contractor Agreements in accordance to the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a).
9. Contractor is strongly encouraged to schedule a Site Visit of the property as necessary to support the IFB Submittal. All scheduled site visits can be requested at bids@synergynds.com.
10. Contractor can submit all questions &/or concerns specific to the IFB by email to: bids@synergynds.com.

SCOPE-OF-WORK SUMMARY

Refer to **EXHIBIT A** and any subsequent **ATTACHMENTS** that will be included after the IFB Contractor Submittal Form on Page #9.

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INVITATION FOR BID (IFB)

GENERAL TERMS & CONDITIONS

1. Contractor shall be responsible for field verifying all conditions, dimensions & quantities prior to IFB Submittal and the implementation of this scope of work. Any Exhibits, Plans, Drawing &/or Other Supporting Documents have been included for general reference purposes only.
2. Contractor is responsible to identify and satisfactorily address all applicable regulatory requirements, including but not limited to Codes & Standards, HUD/DBE Participation Guidelines and ADA Specifications.
3. Contractor shall indicate in writing and be responsible to submit to SynergyNDS via email distribution to projects@synergynnds.com any request or need for additional 3rd Party Assignment as necessary to further identify required codes & standards, scope specifications or public health safety concerns outside of Contractor's professional competence.
4. Contractor is to obtain their own permits and schedule all applicable inspections. Permits can be obtained by contacting the Building Department or other administering entity. Permit Fees are reimbursable direct from SynergyNDS (in addition to contractor's Lump Sum Proposal) if incurred and submitted with proper documentation.
5. Contractor shall prohibit discrimination against staff &/or available workforce based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that Contractor and its subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
6. Contractor is to abide by all applicable OSHA and project safety requirements and standards. Contractor shall require all employees to utilize proper PPE when applicable, including but not limited to: fall protection harnesses, hard hats, safety glasses, safety foot wear, gloves and etc.
7. Contractor is responsible for submitting applicable project and associated contract documents as defined by Architectural Drawings Specifications, Engineering Requirements, Certificates of Insurance, Change Order Requests and any written or documented deviations from approved scopes-of-work or Contract.
8. Contractor may be asked to provide Material Safety Data Sheets (MSDS) to the Industrial Hygienist of record (for the project) for chemical-based products that will be used including, but not limited to, glues, cleaners, solvents, anti-microbial products, sanitizing agents, etc. The Industrial Hygienist of record retains the right to not allow the use of any of the products selected.
9. Contractor shall be responsible under terms of the Agreement for supplying any and all necessary labor, equipment, tools, materials and travel expense to complete the scope of work unless directed otherwise in the IFB. This includes but is not limited to: Rental Equipment, Dumpsters, Storage Containers, Jobsite Trailer, General Conditions, Associated Expenses, Travel Cost and Overhead & Profit which are to be included in the IFB Contractor Lump Sum Proposal.
10. Contractor shall protect all property from new and supplemental damage during the performance of work. This includes, but necessarily limited to: wall finishes, floor finishes, windows, electrical systems, mechanical systems, communication systems, life safety systems, security systems, HVAC control

INVITATION FOR BID (IFB)

systems, plumbing systems, lighting systems, structurally related components, exterior elements, vegetation, property-of-others, and etc.

11. Contractor shall be responsible for any breakage &/or cleaning of unintended damage, debris, coatings, coverings, overspray and residual caulking from the aforementioned property described above. If affected property can't be successfully cleaned &/or restored to pre-existing condition, SynergyNDS will seek reimbursement from Contractor &/or deduct the appropriate replacement cost from outstanding Invoice Payment (Contract Value).
12. Contractor is EXPECTED to maintain a Clean & Safe Work Environment throughout the lifecycle of the awarded scope-of-work. This includes daily clean-up and organization of the Contractor's work area specific to all material waste, debris, tools &/or equipment. Failure to do so (after 3 documented warnings) can result in back charges to Contractor in the amount of \$25.50 hourly rate with a minimum \$150.00 per day clean-up rate (as determined by the SynergyNDS or the Insured Property Owner).
13. Contractor shall be responsible for securing work area(s) from access by non-authorized building occupants, including all persons not directly part of the restoration, repair and/or rebuild efforts. This includes securing work area(s) as identified in the IFB Scope-of-Work &/or under Contractors control.
14. Contractor shall provide and implement a site-specific health and safety plan to include hazard communication and related OSHA to protect workers as well as the general public with access to the work area.
15. If the Contractor determines that deviations, modifications (change order or supplemental costs) from the initial scope-or-work are required, the Contractor shall submit a written request to SynergyNDS for review and approval prior to start of any additional work not otherwise included in initial BID. The written request will contain, at a minimum:
 - a. Reason for deviation or modification
 - b. Description of deviation or modification
 - c. Project cost addition or subtraction for deviation or modification
 - d. Estimated time required for deviation or modification.
16. Contractor is NOT responsible for any conditions or activities the building owner or employees implemented prior to their arrival to the job site. This includes removal of contents, equipment or personnel from the affected areas to the non-affected areas of the building.
17. During the performance of Contractor's scope-of-work, pre-existing damage to the building, structure, system failures or other anomalies may be found. If this occurs, the Contractor has the responsibility to identify, document and report these deficiencies immediately to SynergyNDS by email notification to projects@synergynnds.com. Verbal notification &/or discussion only with the Onsite Project Manager is encouraged but not binding. Written documentation must be provided in efforts to comply with the required transparent approach.
18. Contractor is responsible to ensure that their employees &/or its sub-contractors comply with the provisions and terms of the IFB and Contract Agreement.

INVITATION FOR BID (IFB)

PAYMENT: Project is managed by SynergyNDS, Inc., under the FMIT Turnkey Recovery Direct Repair Program. Payment will be made directly from the Turnkey Recovery Managed Direct Repair Program to the contractor(s) in accordance with described terms & conditions. Qualified contractors may be eligible for an upfront material deposit or progress payments as determined prior to BID AWARD. **Contractor must be registered in the MVP (Managed Vendor Program) whereby required contractor documents must be uploaded to the database. There is annual \$49.95 processing fee as part of the initial contractor vetting and background check.**

PAYMENT TERMS: Payments will be made after inspection and approval of work by SynergyNDS, City Building Official &/or Insurance Adjuster. Accurate invoices and required project documentation must be submitted to SynergyNDS for project audit prior to payment. *Material Deposits &/or Advanced Payments require Contractor to complete online registration in the FMIT Managed Vendor Program (MVP). MVP has an annual \$49.99 Registration Fee to be part of the Contractor Direct Repair Program. Material Deposits &/or Advanced Payments will require a 2% Invoice Payment Discount.

HOLD HARMLESS: To the fullest extent permitted by law, the Contractor/Vendor shall indemnify, defend, and hold harmless SynergyNDS, Inc & FMIT, their officers, agents, employees, elected, and appointed officials, Insurance Representatives and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission, or failure of the Contractor/Vendor and any of its officers, agents, employees, and volunteers in satisfying the terms required by this contract.

RIGHT TO ACCEPT, REJECT AND WAIVE DEFECTS: SynergyNDS &/or Contracting Agent reserves the right to: reject all quotations; waive formalities, technical defects, and minor irregularities; accept the quotation (if any) deemed most advantageous to and in the best interests of Insured Members of FMIT. Award will be based on price, contractor's daily performance capabilities, availability to provide the specified services when required &/or in accordance to critical path scheduling.

DAMAGES: Contractor will be held liable for any damage caused to the building and ancillary structure, and/or injury to the occupants resulting from the execution of the work or from not exercising proper precautionary protective measures. Any cost of repair/replacement resulting from damages shall be at the Contractor's expense.

WORK-SITE PRACTICES: Contractor's workers, as well as the various trade contractors entering or leaving the work area, will all attend a site-specific safety meeting as well as daily safety meetings prior the scheduled workday. Contractor's workers entering or leaving the work area will don or remove personal protective equipment and clothing in the staging area outside of each work area. All debris & trash in the work area will be removed and disposed.

WORKER PERSONAL PROTECTION EQUIPMENT: The National Institute for Occupational Safety and Health (NIOSH) provides the following interim guidelines and warnings to restoration workers.

- a) Steel toed leather boots should be worn. Tennis shoes or sneakers should *not* be worn because they will transfer contamination and will not prevent punctures, bites, or crush injuries.
- b) Goggles, safety glasses with side shields or full-face shields shall be used when performing restoration related activities that involve demolition, cutting or the use of ANY power tools. Sun/glare-protective

INVITATION FOR BID (IFB)

lenses may be needed in some work settings. The use of goggles or protective eyewear should also be worn during the application of any cleaners, sanitizers or disinfectants.

- c) Soft hat or another protective head cover. Wear an American National Standards Institute (ANSI) rated hardhat if there is any danger of falling debris or electrical hazards.
- d) Hearing protection (when working in an environment with any noise that you must shout over to be heard).
- e) Comfortable, form fitting, light weight clothing including long pants and a long-sleeved shirt or coveralls. Additional PPE, respiratory protection, or clothing may be required when specific exposure hazards are identified or expected at the work site. In some instances, the protective ensemble components (garment, boots and gloves) may need to be impervious to contaminated flood or other site-specific chemical, physical, or biological hazards. In all instances, workers are advised to wash their hands with soap and clean water, especially before eating or drinking. Protect any cuts or abrasions with waterproof gloves and dressings. The use of insect repellent, sun block and lip balm may also be required for some work environments. Drink plenty of bottled water and take frequent rest breaks to avoid overexertion.

THERMAL STRESSES: HEAT: Workers are at serious risk for developing heat stress. Excessive exposure to hot environments can cause a variety of heat-related problems, including heat stroke, heat exhaustion, heat cramps, and fainting. To reduce the potential for heat stress, drink a glass of fluid every 15 to 20 minutes and wear loose-fitting clothing. Additionally, incorporate work-rest cycles into work routines and when possible distribute the workload evenly throughout the day.

****Temporary cooling to the work areas shall only be authorized by the owner's representative based on the actual need for the work being performed. Where the conditions allow for the operation of part or all of the ventilation systems serving the work area then the need for temporary cooling is NOT necessary. The work area should be maintained at conditions that meet OSHA requirements for health and safety.****

WORKING IN CONFINED SPACES: If you are required to work in a boiler, furnace, pipeline, pit, pumping station, septic tank, sewage digester, storage tank, utility vault, well, or similar enclosure, you should be aware of the hazards of working in confined spaces. A confined space has one or more of the following characteristics:

- a) limited openings for entry or exit;
- b) unfavorable natural ventilation; or
- c) Is not designed for continuous worker occupancy.

Toxic gases, a lack of oxygen, or explosive conditions may exist in the confined area, resulting in a potentially deadly atmosphere. Because many toxic gases and vapors cannot be seen or smelled, never trust your senses to determine if safe entry is possible. **Never** enter a confined space unless you have been properly trained, even to rescue a fellow worker! If you need to enter a confined space and do not have the proper training and equipment, contact your local fire department for assistance.

INVITATION FOR BID (IFB)

CONTRACT IMPLEMENTATION: Contract will be awarded upon review of all bids and proposals received by SynergyNDS. Initiation of intent-to-contract with Contractor will be engaged upon email notification and signed/returned Contractor Agreement Form. Contract-in-full will occur upon SynergyNDS receipt of all required documentation including but not limited to:

- a) Performance Bond &/or Payment Bond (If Required)
- b) Certificate of General Liability Insurance
- c) Certificate of Auto Insurance
- d) Certificate of Worker's Compensation or Letter of Exemption
- e) Contractor's W-9
- f) State Licenses

Further description of insurance requirements is listed in "Insurance & Licensing Requirements." No material deposits &/or payments will be made to Contractor until all required documentation has been received.

ASSIGNMENT OF CONTRACT: Contractor shall not assign the contract or any part thereof to any person, firm, corporation or company unless such assignment is approved in writing by SynergyNDS. Such acceptance shall be at the sole discretion of the SynergyNDS upon request of the Contractor. Upon approved and executed Transfer-of-Contract-Agreement, Contractor will be responsible for the coordination and hand-off of work/trades with the newly Assigned Contractor. Failure to coordinate this work will not relieve original Contractor of their obligations and shall not constitute additional cost as governed by the Lump Sum Contract Award.

ASSIGNMENT OF CONTRACTOR: Contractor is responsible for supplying all required Personal Protective Equipment (PPE), including but not limited to the furnishing and appropriate use of: hard hat(s), safety glasses, face shields, ear plugs, gloves, boots, fall protection (where required), breathing protection (where required), tie off ropes/apparatuses/points (where required), fire extinguishers, first aid kits, etc. Contractor is required to be familiar with and follow all OSHA and State of Florida's safety requirements.

- a) Contractor is to hold daily jobsite safety meetings that review the work to be performed, the hazards involved and the methods for reducing and eliminating such hazards, as well as maintain meeting records, - including attendance lists, which shall be kept onsite and available for SynergyNDS review at all times. Contractor shall be solely liable for any and all OSHA violations associated with his/her employees.
- b) SynergyNDS reserves the right to hold weekly progress meetings for which the Subcontractor shall attend. Contractor shall be responsible for daily cleanup of the work performed herein. Failure to cleanup daily after trade will result in cleanup supplementation at Contractor's cost. Twenty-Four (24) hour notice will be given prior to supplementation. Contractor shall be responsible for delivery, loading, unloading, storage, protection, etc. of all work provided herein.

ENERGY EFFICIENCY: The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

INVITATION FOR BID (IFB)

PROCUREMENT OF RECOVERED MATERIALS: In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor should procure items designated in the EPA Guidelines that contain the highest percentage of recovered materials practical unless the Contractor determines that such items:

- a) are not reasonably available in a reasonable period of time;
- b) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology;

FAILURE TO COMPLY: For failure to deliver in accordance with specifications, SynergyNDS may cancel the contract or any part thereof and purchase services on the open market, charging any additional cost to the Contractor. Contractor shall comply with all applicable state, federal and local codes, and pay all permits, licenses and certificates, and other fees as required by the work.

INSURANCE & LICENSING REQUIREMENTS: Before starting work, the Contractor will provide SynergyNDS proof of Worker's Compensation and Commercial and Public Liability Insurance. The Contractor must be licensed to do business in the State of Florida and SynergyNDS must be named as an additional insured on general liability insurance certificate. Contractor will need to go to www.syngerynds.com and complete the initial registration for the Managed Vendor Program (MVP). Contractor will be required to upload the following information (when applicable) prior to contract award and eligible material deposits.

- a) The Contractor will carry Worker's Compensation Insurance for all employees engaged in work at the site, in accordance with State or Territorial Worker's Compensation Laws.
- b) Commercial and Public Liability with bodily injury and property damage limits will be at a combined single limit of at least \$500,000 to protect the contractor and each subcontractor against claims for injury to or death of one or more persons.
- c) Automobile Liability on owned and non-owned motor vehicles used on the site(s), or in connection with the sites, for a combined single limit for bodily injury and property damages of not less than \$500,000.00 per occurrence.
- d) Builder's Work Insurance limit of at least \$5,000.00 per occurrence and \$10,000.00 aggregate.
- e) Professional Liability \$1,000,000 per occurrence (if applicable).

Contractor will not allow insurance coverage to lapse and will provide Turnkey Recovery Project Manager with updated Certificates of Insurance as necessary. All policies must provide that at least thirty (30) days' notice of cancellation will be given to SynergyNDS. All Contractor employees &/or subcontractors are bound by the Insurance Requirement. Contractor is the sole responsible party for all its Employee &/or SubContractor infractions, accidents, damages and all general liability concerns that occur, whether directly or indirectly, as related to Contracted Scope-of-Work.

The certificate holder(s) must be noted as:

Synergy NDS, Inc.
1400 Sarno Rd
Melbourne, FL 3293

IFB – CONTRACTOR SUBMITTAL FORM

IFB Number	Scope Number	Closing Date	Closing Time	Return IFB Submittal
GC2018092556	5866	9/6/2019	4:00pm EST	bids@synergynds.com

Company Name: _____

Address Line 1: _____

Address Line 2: _____

City: _____

State: _____

Zip Code: _____

Contractor Certification: DBE WBE/WOSB HUB SDVOSB/VOSB

CONTRACTOR LUMP SUM PROPOSAL:

IFB TITLE	Floor Painting	PROPOSAL:	\$
IFB TITLE	Click or tap here to enter text.	PROPOSAL:	\$
IFB TITLE	Click or tap here to enter text.	PROPOSAL:	\$
IFB TITLE	Click or tap here to enter text.	PROPOSAL:	\$

Material Deposit | Required | Requested | in the amount of \$ _____

I, having the legal authorization to represent the "Company" (the undersigned) have read and understood all previous 1-9 pages and the subsequent Attached Exhibits in accordance to the applicable Terms & Conditions as described in the IFB Packet preceding the attached Contractor Submittal Form:

Company Contact Name (Please Print)

Company Title (Please Print)

Signature

Date

*Material Deposits &/or Advanced Payments require Contractor to complete online registration in the Managed Vendor Program (MVP). MVP has an annual \$49.99 Registration Fee to be part of the Contractor Direct Repair Program. Material Deposits &/or Advanced Payments will require a 2% Invoice Payment Discount.

INVITATION FOR BID (IFB)

GC2018092556-019002-Exhibit A

Project Summary: The location is a gymnasium located at government building complex. The building sustained damages as a result of Hurricane Michael in October of 2018. The damages which occurred included the roof, soffit, fascia, interior drywall finishes, and damages to the finished painted floor. All work has been completed to date with the exception of the repainting of the floor. The work scope is to clean and remove remainder of damaged paint and then paint new gym floor. The following is an outline to be used as a guide to completed the required work scope in accordance to any applicable ordinance and/or law.

Floor Painting Work Scope:

- Remove all contents from the building and place in the provided storage containers.
 - Contractor is to move contents in a way which prevents any damage to contents.
 - Contents shall be documented in current condition prior to moving to the storage units.
 - Any damages to contents will be the responsibility of the contractor to repair or replace.
- Remove the remainder of the damaged paint from the floor.
- Approximately 3100SF of floor area to be properly prepared for new paint in accordance with the manufacture recommendations.
 - Floor shall be clean and free from any solvents, oils, dust, dirt, debris prior to application of new paint.
 - Grinding, etching, sanding, striping or acid washing the floor may be required to provide a suitable surface for applying product.
- Floor shall be checked for moisture prior to apply new product.
 - Various methods can be used to verify the floor is dry prior to applying new product such as: utilizing a 12" x 12" piece of 3mil plastic and tape tightly on 4 sides. This test shall remain in place for minimum of 24hrs prior to pulling. If concrete is wet after test, then more drying time shall be allowed.
- Contractor shall perform all necessary preparation work to prevent getting paint on other surfaces.
 - Preparation work may include but not be limited to:
 - Taping off of areas.
 - Use of drop clothes.
 - Use of plastic.
- Contractor will provide and apply approved color paint to the floor. Color will be grey and exact pallet to be determined. There will be no lines painted on the floor.
 - Product shall be of low-VOC rating.
 - VOC shall not exceed 50g/L.
 - Product shall be applied per manufacture instructions and recommendations.

INVITATION FOR BID (IFB)

GC2018092556-019002-Exhibit A

- This is typically achieved by brush or ¼" nap roller.
- Contractor is to provide instruction documentation of proposed product at time of the bid.
- Product shall not be altered from manufactures original intent of use.
- Contractor shall apply 2 coats to the floor.
 - Minimum dry time between coats as per manufacture instructions shall be followed.
- Clean up:
 - Contractor shall properly clean the work area each day.
 - No brushes, rollers, or equipment shall be cleaned in the bathrooms on location.
 - No paint shall be dumped outside the building.
 - Any cleanup of equipment outside of the building shall be properly completed. There shall be no signs of paint residue on the outside of the building.
 - It is recommended that contractor clean equipment off site to prevent unnecessary work by contractor for cleaning on the inside or surrounding areas.
- The use of ventilation shall be considered when completing the work scope.
- Contractor will be responsible for any damages to any interior finishes which are a direct result of them completing the work scope.

Reminder Notes:

1. Contractor is responsible to validate all quantities and units of measurements specific to the scope items above. Information above is intended as a general guidance purpose only.
2. Contractor has the sole responsibility to ensure that all services and materials for bid submittal meet all codes and standards. This include that all work must be completed in order to meet all codes and standards.
3. Contractor should also consider method to stock/store materials at the jobsite in a safe and secure manner. SynergyNDS will not be responsible for lost or stolen materials, supplies, or equipment from the location.
4. Contractor is strongly encouraged to schedule a site visit of the property as necessary to support the IFB submittal.
5. Contractor can submit request for site visit, all questions &/or concerns to the specific IFB by emailing: bids@synergynds.com