

INVITATION TO BID (ITB)

Town of Melbourne Beach, Florida

Town Hall Complex Metal Roofing Repairs



A. GENERAL INFORMATION

The Town of Melbourne Beach, Florida (the “Town”), is seeking sealed bids from qualified, licensed, and insured roofing contractors to perform maintenance, screw replacement, and structural/leak repairs on the existing metal roofing system at the Town Hall Complex located at 507 Ocean Avenue, Melbourne Beach, FL 32951.

The Town will receive sealed proposals at the location stated below not later than **2:00pm, August 10, 2026**.

Any bids received after the above stated time and date will not be considered. It will be the sole responsibility of the bidder to have its submittal delivered to the Town of Melbourne Beach, Florida by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile, or electronic submittals will not be accepted. Delay in delivery will be the sole responsibility of the bidder. Submittals received after the deadline will not be considered.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE ITB PROCESS, REQUIREMENTS AND EXHIBITS.

The original ITB submittal (**1 original, 5 copies and 1 electronic copy, CD, or thumb drive**) must be delivered to Town Hall in a sealed package, clearly marked on the outside, **ITB Town Hall Complex Metal Roof Repairs** and addressed to:

Town of Melbourne Beach
c/o Marie Smith, Town Manager
507 Ocean Avenue
Melbourne Beach, FL 32951

Hand delivered bids are to be taken to the Clerk’s Office at the above address.

Original, sealed ITB submittals must be accompanied by the following, which are provided herein:

1. Exhibit A – Price Proposal Form
2. Exhibit B – Contact Sheet
3. Exhibit C – Public Entity Crimes
4. Exhibit D – Drug-Free Workplace Certification
5. Exhibit E – E-Verify Statement
6. Exhibit F – Conflict of Interest
7. Exhibit G – Human Trafficking Affidavit

TIMELINE

Mandatory Pre-Bid Conference & Site Visit	August 3, 2026, at 10:00 a.m. 507 Ocean Ave., Melbourne Beach, FL 32951
Deadline for Written Questions	August 8, 2026, by 4:00 p.m.
Bid Opening (Public)	August 10, 2026, at 2:00 p.m. in the Town Hall Mansny Room

B. INCURRING COSTS

The Town is not liable for any costs incurred by the bidder in submitting a proposal in response to this solicitation. The cost to prepare the proposal and travel to interviews shall be the full responsibility of the bidder.

C. SUBMITTAL OPENING

The submittal opening is public on the date and at the time specified on the submittal form. It is the bidder's responsibility to assure its submittal is delivered at the proper time and place of the submittal opening. Submittals which for any reason are not so delivered will not be considered.

D. PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factors: price, quality of product and/or services offered; qualifications, experience, and references. An award will be made to the lowest responsive and responsible bidder complying with the provisions of this ITB, provided that such award is in the best interests of the Town of Melbourne Beach.

The Town of Melbourne Beach reserves the right to accept and /or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the proposal which in its judgment, best services the interest of the Town of Melbourne Beach. Bidders are cautioned that no communication with any Town of Melbourne Beach employee involved in the evaluation process is authorized during the proposal evaluation process unless such communication is originated by the Town of Melbourne Beach for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Public Works Director, Tom Davis, 321-724-5860. Proposal awards will be posted on the Town's website after Town Commission approval. Bidders are responsible for following up on the status of any proposal. The Town of Melbourne Beach will only notify successful bidder.

E. OVERVIEW OF THE SCOPE OF SERVICES AND QUALIFICATIONS

The Scope of Services shall consist of the following scope of work:

1. Fastener Remediation (Re-screwing)
 - Back out and remove all fasteners
 - Oversize all replacement holes
 - Install new heavy-duty, corrosion resistant (corrosion class C5/marine grade fasteners
 - Screws must feature integrated, UV-resistant EPDM washer seal
2. Seam and Flashing Repair
 - Clean, prep, and reseal all critical roof transitions, valleys, and ridge caps
 - Inspect and replace deteriorated flashing around commercial plumbing stacks and vents
 - Apply high-performance elastomeric roofing sealant over high-risk fastener patterns and joints

3. Metal Panel Stabilization
 - Identify and repair structural panel deflection
 - Tighten metal-to-metal laps to eliminate wind rattle and water intrusion
4. Debris and Disposal
 - Daily magnetic sweeping of perimeter walkways and parking lots to collect dropped metal/screws
 - Complete removal and legal disposal of all construction debris

Qualifications – Bidders must hold an active Florida Certified Roofing Contractor license with a minimum of five (5) years of commercial metal roofing experience.

F. SUBMISSION REQUIREMENTS

The Proposal response should contain at a minimum the following information:

1. **Tab A** – Statement of Interest
 - The statement of interest shall concisely state proposer’s understanding of the services required by the Town, include additional relevant information not requested elsewhere in the ITB, and be signed by a person authorized to represent and bind the proposer.
2. **Tab B** – Vendor Profile and Qualifications (Office location, number of employees, number of years in business, etc.)
3. **Tab C** – Cost of Proposed Services (See **Exhibit A** to this ITB)
 - Include a breakdown of the costs associated with providing the services required.
4. **Tab D** – References
 - Provide a minimum of five references for work performed similar to the scope of this ITB. References must be for current or recent projects.
5. **Tab E** – Additional Information
 - Provide other information that the bidder deems applicable to this ITB.
6. **Tab H** – Additional Required Documents (see page 2 of this ITB, Exhibits A through F).

G. INSURANCE/BONDING REQUIREMENTS

The bidder shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the Town shall not be deemed or construed to have assessed the risk that may be applicable to the individual or firm. The individual or firm shall assess its own risks and if it deems appropriate, maintain higher limits and/or broader coverage. The individual or firm is not relieved of any liability or other obligations assumed or pursuant to any agreement with the Town by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance procured shall name the Town of Melbourne Beach as an additional insured on the comprehensive general liability insurance.

The bidder shall carry the following limits of liability as required below:

1. Commercial General Liability

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000

2. Automobile Liability

Bodily Injury/Property Damage	\$1,000,000 each accident
Personal Injury Protection (PIP)	Statutory

3. Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability):	
Each Accident	\$100,000

The Town reserves the right to require a performance bond applicable to this ITB.

H. PUBLIC INFORMATION

All information contained in the proposals is public information, and as such will be handled in accordance with Chapter 119, Florida Statutes.

I. QUESTIONS

Any questions about this ITB shall be made in writing to: Tom Davis, Public Works Director, by email to pwsupervisor@melbournebeachfl.org. Interpretations, clarification of specifications, and requirement or changes to the documents which have a material effect will be documented and communicated only by written addendum posted on the Town's web page. All bidders are responsible for checking for any addendums that may be issued, and to obtain such addendums.

From the date of issuance of this ITB until final Town action, bidders shall not discuss the ITB or any part thereof with any employee, agent, or representative of the Town except as expressly authorized by the Town's point of contact identified above for this solicitation. Violation of this restriction will result in rejection of the respondent's proposals package.

J. INDEMNIFICATION

The parties recognize that the bidder is an independent contractor. The bidder agrees to assume liability for and indemnify, hold harmless, and defend the Town, its Commissioners, officers, employees, and agents from and against all liability and expenses, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity or whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with an negligent

act and/or deliberate act or omission of the firm, its officers, employees, agents, and subcontractors. The obligations contained in this provision will survive termination of the agreement and will not be limited by the amount of any insurance required to be obtained or maintained under the agreement. Nothing contained herein will be construed to be a waiver of any immunity or limitation of liability the Town may have under sovereign immunity or Section 768.28, Florida Statutes.

K. LOBBYING

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Town Commissioner, the Finance Director, and/or any Town Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the execution of the agreement. The Firm must not contact any Commission member during said black-out period. All questions and procedural matters must be directed to the Finance Director. The Town Commission and/or Public Works Director may disqualify any solicitation response where any Commissioners, Public Works Director, and/or Town Personnel have been lobbied in violation of the black-out period.

L. CONTRACT

The award to the successful firm shall be contingent upon a mutually acceptable and duly executed contract between the successful individual or firm and the Town. The Town shall not have any obligation to any bidder unless and until a contract has been negotiated and executed with the bidder. This ITB does not guarantee the inclusion of any particular terms within the contract, nor does it identify all matters that must be included in the contract. The contract must be in compliance with federal, state, and local requirements applicable to such contracts.

M. LOCAL, STATE, AND FEDERAL COMPLIANCE

Submitting bidders must comply with all local, state, and federal directives, orders and laws as applicable to the ITB.

EXHIBITS

EXHIBIT “A”	Price Proposal Form
EXHIBIT “B”	Contact Sheet
EXHIBIT “C”	Public Entity Crimes
EXHIBIT “D”	Drug-Free Workplace Certification
EXHIBIT “E”	E-Verify Statement
EXHIBIT “F”	Conflict of Interest
EXHIBIT “G”	Human Trafficking Affidavit

EXHIBIT “A”

PRICE PROPOSAL FORM

BIDDER: _____

1.0 Mobilization Permits, and Site Setup \$ _____

2.0 Complete Roof Inspection & Debris Removal \$ _____

3.0 Total Fastener Removal & Replacement \$ _____

4.0 Seam, Flashing, and Vent Repair/Resealing \$ _____

5.0 Final Cleanup, Inspection, and Closeout \$ _____

TOTAL LUMP SUM BASE BID PRICE (Items 1.0 through 5.0) \$ _____

EXHIBIT "B"

CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

EXHIBIT "C"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A),
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 with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____. (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in section 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 proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records 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.
6. I understand that an "affiliate" as defined in section 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 a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

- ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor 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. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires: _____

EXHIBIT "D"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, 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 violation 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, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is 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 this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

EXHIBIT “E”

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above-named entity is submitting a Proposal for the Town of Melbourne Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the Town of Melbourne Beach.

8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the Town of Melbourne Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the Town of Melbourne Beach.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

My Commission expires:

Notary Signature

Exhibit G

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), *Florida Statutes*, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the Town of Melbourne Beach (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of the Nongovernmental Entity and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. The Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, *Florida Statutes*, as may be amended from time to time.
4. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by the Governmental Entity.

Company: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

(Affix Notary Stamp or Seal)

Notary Public Signature
Print, Type or Stamp Name of Notary: _____
My commission expires: _____