



INVITATION TO BID (ITB)

**CANAL BANK REPAIR
ITB #19-01-376**

January 2019

**City of North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL 33068
954-722-0900**

Publish Dates: January 13, 2019 & January 20, 2019



INVITATION TO BID (ITB)

Bid documents may be obtained from the City of North Lauderdale website at www.nlauderdale.org or DemandStar at www.demandstar.com

ITB NUMBER:	19-01-376
ITB TITLE:	CANAL BANK REPAIR
RELEASE DATES/TIME:	MONDAY, JANUARY 14, 2019 @ 12:00 PM EST
ITB DUE DATE/TIME:	FRIDAY, FEBURARY 15, 2019 @ 10:00 AM EST
MANDATORY PRE-BID MEETING:	WEDNESDAY, JANUARY 23, 2019 @ 10:00 AM EST
QUESTIONS DUE DATE/TIME:	MONDAY, JANUARY 28,2019 @ 3:00 PM EST
RESPONSES TO QUESTIONS:	FRIDAY, FEBRUARY 1, 2019 @ 12:00 PM EST
RECOMMENDATION FOR AWARD:	TUESDAY, FEBURARY 26, 2019 @ 6:00 PM EST (TENTATIVE)
DIRECT ALL INQUIRES TO:	Ann-Marie Fraser, MBA Accounting & Purchasing Coordinator Phone: (954) 579-4718 Email: afraser@nlauderdale.org
BID DELIVERY & BID OPENING LOCATION:	City of North Lauderdale Office of the City Clerk 701 SW 71 st Avenue, 2 nd Floor North Lauderdale, FL 33068

Submit bids in a sealed envelope, clearly marked "ITB #19-01-376 CANAL BANK REPAIR." Provide one (1) original, three (3) copies and an electronic file (flash drive ONLY) of the submission. The original should be marked and must bear an original ink signature by an authorized representative.

The City of North Lauderdale reserves the right to reject any or all bids, to waive any informalities or irregularities in any bid received, to re-advertise for bids, or to take any other such actions that may be deemed to be in the best interest of the City. The City anticipates entering into a written contract with the bidder who submits the bid judged by the City to be the most beneficial, lowest, responsible, and most responsive Bidder.

Late bids will not be considered. **The City Clerk time stamp shall be conclusive as to the timeliness of filing.** Facsimile submissions will not be accepted. The City of North Lauderdale is not liable for any costs incurred by a bidder in responding to this Invitation to Bid.

It is the intent and purpose of the City of North Lauderdale to promote competitive bidding. **All communication regarding this ITB shall be submitted in writing to the contact listed above.**

Please check www.demandstar.com or City website for addenda and changes before submitting final bid



TABLE OF CONTENTS

I.	INTRODUCTION	4
II.	PROJECT OVERVIEW	4
III.	SCOPE OF WORK	4
IV.	MANDATORY PRE-BID MEETING	5
V.	PROJECT BUDGET	5
VI.	MINIMUM QUALIFICATIONS	6
VII.	BID PRICING – ELECTRONIC FORM INSTRUCTIONS	7
VIII.	ADDITIONAL INFORMATION	8
IX.	GENERAL CONDITIONS	9
X.	INSURANCE REQUIREMENTS	14
XI.	BID SUBMITTAL CHECKLIST	16
XII.	FORMS FOR SUBMISSION	17
I.	ATTACHMENTS (AVAILABLE ON DEMANDSTAR or CITY WEBSITE)	33



I. INTRODUCTION

The City of North Lauderdale, Florida, hereinafter referred to as the City, will receive sealed Bids and any other information relative to the experience, expertise, or proficiency of the Bidder, at the **Office of the City Clerk, City of North Lauderdale, 701 SW 71st Avenue, 2nd Floor, North Lauderdale, Florida 33068**, no later than **10:00 am EST on Monday February 15, 2019**, at which time bids will be opened and publicly read for Canal Bank Repair for multiple locations as disclosed herein.

II. PROJECT OVERVIEW

In April 2017, the City retained the services of Total Municipal Solutions, Inc. (TMS) to determine the cause of large crevice in the backyards of the three residential properties identified below. At the time of completion of the investigative report in September 2017, the canal bank had not collapsed. To assist the Bidders in understanding the background information, that report is being provided as an informational item, Exhibit A. However, Bidders are cautioned to treat this report as an overview document only. No reliance shall be placed on any data or strategy collected or mentioned in the investigative report.

The residential properties identified below are the project sites (North Lauderdale, FL 33068):

1. 717 SW 79th Avenue
2. 719 SW 79th Avenue
3. 721 SW 79th Avenue

Each site is accessible through the easement area between the houses for inspection purposes only. All activities, including construction, shall be done from the water (canal) side. At most locations, the canal is five (5) feet or more deep. However, it has limited access to launch the construction equipment. The Bidders shall evaluate the access and launching issues and make appropriate provisions in the bid proposals.

III. SCOPE OF WORK

The Scope of Work consists of installing steel sheet piles supported by concrete cap and concrete batter piles in conformance with the contract drawings and documents. Work includes, but is not limited to:

1. Removing and lawfully disposing of vegetation, clearing and preparing site for construction.
2. All backfilling with required compaction, grading and sod installation.
3. Restoring the site, and repairing any damaged items not in the contract to their original or better conditions.



IV. MANDATORY PRE-BID MEETING

The City will be conducting a **MANDATORY** pre-bid meeting that will be held on Wednesday, January 23, 2019 at 10:00 am EST at the project site located at 719 SW 79th Avenue, North Lauderdale, FL 33068. This meeting is to obtain information relative to the ITB. Bidders should allow for the meeting to take up to one (1) hour. Bidders are requested to sign-in and provide the requested information at the time of sign-in. Failure to sign-in will result in a Bidder's Response being rejected as non-responsive.

V. PROJECT BUDGET

Budget for the completion of this project is anticipated not to exceed **\$650,000**.

THIS SPACE INTENTIONALLY LEFT BLANK



VI. MINIMUM QUALIFICATIONS

In order to be eligible to respond to this ITB, Bidder must meet all of the following minimum qualifications:

A. Company Overview & Team Description

Bidder shall provide overview of company. Include names, educational background and experience of each team member, including sub Bidders, if applicable. The information should describe the nature of the work and the role of these individuals and/or companies as they relate to this project. Provide a project organizational chart.

B. Project Approach & Technical Knowledge

Describe your understanding of the project and give a detailed approach for completing the project. Provide task details and proposed timeline.

C. Licensure

Bidder shall be a Licensed General Contractor. A copy of the license must be included in the bid submission.

D. Liability Insurance

Bidder shall carry a minimum of Professional Liability Insurance.

Bidder shall also purchase and maintain insurance that will protect from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the bidder's operations. Proof of insurance must be included in the bid submission.

E. References

Bidder must provide a minimum of three (3) business references, of similar size and scope to this ITB on the "Client References" form included herein. Include references of other municipalities/organizations that Bidder has completed Canal Bank Repair or Stabilization project(s) for. Preference will be given to respondents who have developed plans for other municipalities.

F. Forms

Bidder must complete and include the forms herein and requested documentation with bid submission.

Although methods and means are always the responsibility of a contractor, bidders shall describe their techniques, equipment and sequencing of their operations with their bids. In determining the lowest responsible and responsive bidder, experience of similar types of projects, value engineering and lowest change order history shall be some additional criteria that will be used in the evaluation of bids by the City. Failure to submit the above requested information may be cause for rejection of your bid.



VII. BID PRICING – ELECTRONIC FORM INSTRUCTIONS

This ITB uses an Electronic Bid Price Form. The Microsoft Excel spreadsheet is available as an attachment via DemandStar and on the City website.

Complete the Electronic Bid Price Form by inserting **Vendor’s Name, Address and Contact Information** in the appropriate fields. This form has been designed to allow Vendor’s to enter requested information in the unlocked fields. For accuracy and convenience, pricing will automatically calculate the total. Recheck your quotations prior to submission to ensure correct entries.

Once complete, print and click “SAVE AS” to save the file and include on your electronic submission of your bid, flash drive (provided by bidder). **The electronic version and three (3) hard copies should be submitted with your original ITB submittal.**

If you need assistance in obtaining or completing the Electronic Bid Price Form, you may contact the Purchasing Division at (954) 597-4718.

ELECTRONIC BID PRICE FORM

CANAL BANK REPAIR ITB #19-01-376							
Based on the total cost, award will be made to the lowest bid from a responsive, responsible bidder in accordance with ITB #19-01-376. Therefore, it is necessary for a bidder to bid on every item in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each item meets the specifications as indicated. In the event that one item does not meet such specifications, the bid will be disqualified for that specific group.							
Enter information in the yellow, unlocked cells.							
VENDOR'S NAME:							
VENDOR ADDRESS:							
CONTACT PERSON:							
PHONE:							
EMAIL:							
<p>THIS ELECTRONIC BID PRICE FORM MUST BE SUBMITTED WITH BID. PRICES SUBMITTED IN ANY OTHER FORM SHALL NOT BE ACCEPTED. PLEASE PROVIDE DETAILED SPECIFICATIONS IN PRICING. BID PRICE MUST INCLUDE, BUT NOT LIMITED TO:</p> <ul style="list-style-type: none"> - MATERIALS - LABOR - INSTALLATION - TRANSPORTATION - HARDWARE - DELIVERY FEE 							
SAMPLE							
Item No.	Item Title	Unit	Est. Quantity	Unit Cost		Price	
01	Mobilization (Not to exceed 3% of Construction)	LS	1		\$	-	
02	Demobilization (Not to exceed 3% of Construction)	LS	1		\$	-	
03	Site clearing, disposal, including 10'x10' concrete slab on house 721, and site preparation	LS	1		\$	-	
04	Construction of seawall (Does not include 2, 7-foot returns)	LF	180		\$	-	
05	Backfilling and grading	CY	160		\$	-	
06	Site restoration and sod (assumed until TBD after offsite survey 25'x2.00')	SY	336		\$	-	
07	Miscellaneous – all remaining items not included elsewhere. Please identify each item with unit cost	LS	1		\$	-	
TOTAL						\$	-
Total (written out) 							
Notes:							
<ol style="list-style-type: none"> 1. All prices shall be inclusive of furnishing all labor, superintendence, equipment, accessories, materials, tools, transportation, services, incidentals, etc., including all applicable taxes and fees. 2. The City reserves the right to add, delete or modify any or all pay items and/or quantities. All adjustments shall be made on the per unit price basis where stated. Other adjustments, if any, shall be based in a fair and equitable manner as per the Contract Documents. 3. The bidder shall indicate if credit in cost will be given to the City a) if easier site conditions are encountered after detailed investigations b) for innovative concepts and c) value engineering. 4. If separate pay items do not appear for any incidental work required to complete the project as required in the Agreement/Contract Documents, they shall be accounted for in Item No. 7 of this Bid Schedule. Also, they shall be identified individually with quantities and unit prices. 5. All lump sum prices shall be broken down by the items described in the category. 6. The bid quantities noted above reflect the City's best estimate but are not guaranteed. Payment shall be made based only on the amount of work completed, measured and accepted as per the unit prices. 7. The seawall lengths in the bid schedule are external dimensions. They shall be reduced for centerline adjustments, where applicable. <p>To meet the demands of and in the best interest of the City, a secondary award will be made to the next lowest, responsive and responsible bidder meeting the specifications, terms and conditions outlined in the solicitation.</p>							



VIII. ADDITIONAL INFORMATION

a. References for Informational Purpose Only

To further assist the bidders, soils report and bathymetric survey are included as Exhibit B and Exhibit C respectively. Bidders shall place no reliance on the accuracy of this data as they are provided for informational purpose only. The geotechnical report in Exhibit B describes the soil conditions in front of 719 SW 79th Avenue and not continuous along the length of the proposed seawall. Bidders shall be responsible for collecting all relevant data and assessing all field conditions for construction prior to submitting their bids.

b. Site Reconnaissance, Appropriate Methodology and Equipment

Bidders shall be responsible for conducting their own site investigations, including bathymetric surveys and any underwater surveys to determine the site conditions and use of appropriate methodology, equipment, tools, etc. The City assumes no responsibility for the documented information it has shared in good faith with the bidders. The successful bidder (contractor) shall carefully evaluate the location of all properties, physical features and adjacent canal banks that could potentially be impacted by the use of his/her methodology and equipment. Based on all the site conditions, the contractor shall employ techniques and equipment that shall complete all construction with no damage to the adjacent properties, including, but not limited to, harmful vibrations. The contractor shall collect before and after visuals, and other data throughout the construction. Any damage resulting from the construction shall be contractor's responsibility and shall be corrected at no cost to the City.

c. Work to be Confined within the Easement

All construction work is designed to remain confined within the 20-foot easement as shown on the plans. Should it become necessary to extend filling, grading and site restoration further upstream, the successful bidder shall seek prior approval from the City's designated Project Manager before encroaching into the private property.

d. Specifications

Unless stated otherwise, all specifications and guidelines shall be according to the latest edition of Florida Department of Transportation's "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," FLORIDA DEPARTMENT OF TRANSPORTATION STRUCTURES MANUAL,' and "DESIGN OF COASTAL REVETMENTS, SEAWALLS AND BULKHEADS, where applicable or where City's bid documents do not contain applicable provisions. In case of conflict, the most stringent conditions shall prevail.

e. Permitting

Broward County's Environmental Engineering and Permitting Division (EPGMD) has determined this project to be exempt from permit requirements. However, the successful bidder shall be responsible for obtaining all other permits, including City of North Lauderdale Engineering or Building Departments, where applicable, and paying appropriate fees.

f. Value Engineering

The City is open to any meaningful value engineering that would reduce the overall cost without compromising the integrity of the retaining wall. Any innovative idea shall be included in the bid proposal.



IX. GENERAL CONDITIONS

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or Bids. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

- 1. QUALIFICATIONS OF BIDDERS** - No proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of North Lauderdale, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City. The City is not required to award any jobs to a Contractor based solely on their bid being the lowest. Awards will be based on past performance and quality of work in addition to the Contractor's bid.

If selected for a project, all bidders must perform to the satisfaction of the City prior to being considered for award of additional contracts. Bidders whose performance is unsatisfactory will be excluded from bidding on future projects for one or more fiscal years. The decision to exclude a bidder and the number of years a bidder is excluded is in the sole and exclusive discretion of the City and is not subject to appeal.

- 2. PERSONAL INVESTIGATION** – Bidders shall satisfy themselves by personal investigation and by such other means as they may deem necessary or desirable as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants or any other department of the City shall relieve the contractor from any risk or from fulfilling all terms of the contract. **Pre-bid meetings will be held at the location in which work will be completed. Pre-bid meeting dates and necessity will be disclosed when listed contractors are contacted to prepare a quote for the services awarded.** The contractor is required to conduct a full and thorough investigation of the premises prior to submitting a bid. It is the Contractor's sole responsibility to determine the amount of labor and materials needed to complete all aspects of the project. If the pre-bid meeting is deemed mandatory and a bidder does not attend the mandatory pre-bid meeting, the quote will not be considered.

- 3. CONE OF SILENCE** - "Cone of Silence" means a prohibition on any communication regarding a particular Request for Bids (RFP), Request for Qualifications (ITB), Invitation for Bid (IFB), or other competitive solicitation between:

Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and

The City Commission, City Attorney, and all City employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or Bidder, lobbyist, or actual or potential subcontractor or sub-Bidder of a vendor, or any other individual acting through or on behalf of any person seeking an award.

- 4. INCONSISTENCIES** – Any seeming inconsistency between different provisions of the plans, specifications, proposal or agreement, or any point requiring explanation must be inquired into by the bidder, in writing to the Purchasing Coordinator, at least five (5) days prior to the time set for the opening Bids but no later than the date specified in this proposal for acceptance of questions. After Bids are opened, the bidders shall abide by the decision of the City as to such interpretation.

- 5. ADDENDA AND INTERPRETATIONS** – No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Purchasing Coordinator such interpretation in writing. To be considered, such request must be received at least five (5) days prior to the date fixed for the opening of bids but no later than the date specified in this proposal for acceptance of questions. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by electronic mail and posted on the City website and DemandStar.com not later than (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that he has all addenda and completed the "Addendum Acknowledgment Form" before submitting his bid.

- 6. LEGAL CONDITIONS** – Bidders are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of North Lauderdale.



7. **FORM OF BIDS** – Each bid and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with **all of the blanks filled in**. Incomplete forms will be rejected as non-responsive. The forms must be enclosed in a sealed envelope when submitted to the City Hall - City Clerk's Office, 2nd Floor, City of North Lauderdale, Florida. The name of the bidder must clearly show on the outside of the sealed envelope and a statement as to its contents. The proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal.
8. **FILLING IN BIDS** – All prices must be written on the specific form(s) provided in this bid. All Bids must fully cover all items for which Bids are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the proposal.
9. **NON-COLLUSION** – The bidder agrees that there has been no consorting with any other firm or employees from any other firm who will be submitting a bid on the same project.
10. **CAUSES FOR REJECTION** – No bid will be canvassed, considered, or accepted which, in the opinion of the City is incomplete, informal or unbalanced, or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify bids for all items called for in the schedule shall render the proposal informal.
11. **REJECTION OF BIDS** – The City reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Bids will be rejected if there is reason to believe that collusion exists among bidders. A proposal shall be considered irregular and may be rejected, if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all Bids; to waive such technical errors; to waive informalities or irregularities in any bid received; to re-advertise; or to take any other actions as may be deemed best for the interests of the City.
12. **WITHDRAWALS** – Any bidder may, without prejudice to himself, withdraw his proposal at any time prior to the expiration of the time during which Bids may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After the expiration of the period for receiving Bids, no proposal can be withdrawn, modified, or explained.
13. **LICENSES AND PERMITS** – Services performed for the City will require licenses and permits in the same manner as private construction projects within the City. The Bidder shall secure, at his/her expense, all licenses and permits and shall fully comply with all applicable laws, regulations and codes as required by the State of Florida, county, or local ordinances.

The Bidder must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the Contractor shall be paid at the Bidder's expense.
14. **LICENSE OF BIDDERS** - All bidders must hold and submit with their bid response (and maintain same throughout the duration of the contract) a current valid Certificate for General Building/Engineering or Specialty Trade Contracting, etc. for the types of work covered by this Contract.
15. **LICENSE FOR TRADES** - Bidder(s) must be licensed in accordance with the provisions of the Code of Broward County and Florida State Statute (Occupational/Business and Contractor). The Bidder may be required to provide proof of licensing prior to being pre-qualified under this Contract. All employees supplied by the Contractor must carry their certification cards, if certification is required for the type of Work being performed.
16. **CONTRACT** – If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next higher bidder who is reliable and responsible in the opinion of the City. Such bidder shall fulfill every stipulation as if it were the original party to whom award was made. The contract shall provide that the Contractor agrees to correct any defective or faulty work or material which may appear within one (1) year after completion of the work and receipt of the final payment.



17. INDEPENDENT CONTRACTOR - The Contractor is engaged as an independent business and agrees to perform the Work in the manner of and as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold the City out as, not claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

The Contractor's Staff Personnel shall not be employees of the City, and the Contractor alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in this Contract shall impose any liability or duty on the City on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency association, corporation, or organizations engaged by the Contractor as a(n) expert, Bidder, independent contractor, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work place legislation of any kind and the Contractor hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.

18. HOURS OF WORK – All work will be performed between the hours of 7:00 AM to 7:00 PM Monday through Friday. No work will be performed on Saturday unless approved by the City's Project Manager or authorized individual. Under no circumstance will work be performed on a Sunday.

19. PERFORMANCE – The Bidder shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

20. WORKMANSHIP AND MATERIALS – All parts installed and materials used in performance of this contract shall be new and unused (of current design or manufacture). Salvage materials will not be allowed without the express consent of the City. All materials and workmanship shall be of the highest quality and shall conform to all applicable Building Codes, so as to ensure safe and functional operation. The City shall be the sole judge as to parts and workmanship.

21. LABOR, SUPERVISION, MATERIALS AND EQUIPMENT – The Bidder shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, paper products, and other equipment necessary for satisfactory completion of all the services as specified in this ITB, unless otherwise specified.

22. CLEANING AND PROTECTION - The Contractor shall: During the handling and installation of work, clean and protect the Work in progress and adjoining areas on the basis of continuing maintenance; apply protective covering on installed Work where it is required to insure freedom from damage or deterioration at time of substantial completion. Remove and dispose of all debris, trash and excess materials from the site resulting from Work; removal shall take place daily and more often if hazards or interference are presented; dispose of all material removed off the site in accordance with Federal, State and local laws.

Maintain a clean operation while working; remove all debris, equipment, etc. at the end of each work day.

Should the Contractor fail, refuse or neglect to remove rubbish, waste materials, and temporary Work or to clean the site as required, the City may, without obligation to do so, remove and dispose of the rubbish, waste material, and temporary work and clean the site and deduct the resulting cost from monies due or to become due to the Contractor under this Contract.

The Contractor shall handle waste materials that are hazardous, dangerous or unsanitary separately from other inert waste by containerizing appropriately; disposing of waste materials in a lawful manner.

Burying or burning of waste materials containing-chemicals, oil or unfiltered construction debris down sewers or into waterways shall not be permitted.

The Contractor shall provide, as necessary, rodent proof containers for disposing of garbage and similar wastes generated by the Contractor.

Immediately after completion of each phase of the Work and prior to final acceptance of the Work by the Project Manager, the Contractor shall remove all plant, surplus materials, false work, temporary structures, and debris resulting from his operation. The site shall be cleaned in a neat, presentable manner satisfactory to the Project Manager.



23. INSPECTION - At all times during the Contract, the Project Manager shall have the right to make the most thorough and minute inspection of the Work, including materials and their manufacture or preparation, and to draw the attention of the Contractor to all defects in workmanship, materials or other errors or variations from the Contract requirements.

The right of inspection herein provided is intended solely for the benefit of the City. Neither the right of inspection nor the any failure to draw attention to or point out such defects, errors or variations shall give the Contractor any right or claim against the City or shall in any way relieve the Contractor from its obligations under the term of this contract.

If the Work or any part thereof shall be found defective, the Contractor shall without cost to the City forthwith remedy such defect in a manner to comply with the Contract.

The Contractor shall at all times provide the Project Manager and his designated representatives all facilities necessary, convenient or desirable for inspecting the Work. The Project Manager and any designated representative shall be permitted to inspect materials at any place or stage or their manufacture, preparation, shipment or delivery.

Any inspection hereunder shall not reasonably disrupt the Contractor's performance of the Work.

- 24. ENFORCEMENT OF SPECIFICATIONS** – Specifications shall be enforced by the Director of Public Works, or the designee. There will be no varying from the specifications.
- 25. COPIES OF SPECIFICATIONS** – Copies of the specifications, details, and contract are on file in the City Clerk's Office of the City of North Lauderdale.
- 26. TERMS OF CONTRACT** – The project duration is **90** calendar days and shall start within **30** calendar days after the bid award. Notice to proceed will be issued promptly by the City.
- 27. MEASUREMENT AND PAYMENT** – Payments and charges shall be in accordance with the Bid Proposal Schedules. All requested payments should be on an invoice with the Bidder's name, address, contact information, itemized charges and total, excluding taxes.
- 28. SAFETY MEASURES** – Bidder shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.
- All employees of Bidder shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The Bidder shall use only equipment that is fully operational and in safe operating order. Bidder shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity – work shall cease until it is safe to proceed.
- 29. SAFETY AND TRAFFIC CONTROL** – It shall be the responsibility of the Contractor to maintain proper traffic control and safety precautions including, but not limited to, the use of barricades, flagman, and portable electric traffic control devices. No extra payment shall be made for providing the necessary traffic control. This necessary traffic control should be included in the quote. Any questions regarding the requirements for traffic control shall be referred to the Director of Public Works/Utilities.
- 30. OWNER MAY STOP THE WORK** – If the work performed by the contractor is deficient, contrary to the bid documents or contract, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, the right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.
- 31. TERMINATION** – N/A for this project.
- 32. CUSTOMER RELATIONS** – The Contractor, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.



33. APPLICATION FOR PROGRESS PAYMENT –The contractor shall submit to the City for review, an Application for Payment filled out and signed by the contractor covering the work completed during the invoice period and accompanied by such supporting documentation as is required by the Contract Documents. Requests for payments (invoices) with supporting documentation should be submitted no more than monthly. Ten percent (10%) retainage shall be withheld and may be lowered after the 50% of work is satisfactorily completed at the sole discretion of the Public Works Director.

34. QUANTITIES – The City reserves the right to add or delete from the estimated quantities listed in the proposal.

35. BID BOND – 5% required for this project.

36. PERFORMANCE & PAYMENT BOND – 100% required for this project.

**All bonds – Performance, Payment and Warranty Bonds, shall meet the City’s ratings.*

37. TAX EXEMPTION – All bids must be submitted including all local, state and federal taxes, if applicable. Please contact the Finance Department for a copy of the Consumer’s Certificate of Exemption.

38. BID PRICES – All prices included on the quote submitted once requested, must be held firm through the completion of the project. Any quotes containing escalation clauses will not be reviewed and another awarded Contractor on the list will be considered. The City of North Lauderdale will award payment within thirty (30) days of the conclusion of the work, and upon full approval.

39. EXCUSABLE INCLEMENT WEATHER DELAYS

A. The Contract Time will be extended for as many calendar days in excess of the average number of days of excusable inclement weather as defined in Paragraph entitled, “Excusable Inclement Weather Delays”, as the CONTRACTOR is specifically required under the provisions of the Technical Specifications to suspend construction operations, or as many calendar days as the CONTRACTOR is prevented by excusable inclement weather , or conditions resulting immediately there from, from proceeding with at least 75 percent of the normal labor and equipment force engaged on the WORK.

B. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the WORK is to be performed, or which could not have been reasonable anticipated by the CONTRACTOR, as determined from U.S. Weather Bureau records for the preceding 3-year period. No extensions of Contract Time will be allowed for any inclement weather that could reasonably have been predicted from such weather records.

C. Should the CONTRACTOR prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, or the condition of the WORK prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the CONTRACTOR will not be charged for a working day whether or not conditions change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations.

D. The CONTRACTOR shall base its construction schedule upon the inclusion of the number of days of excusable inclement. No extension of the Contract Time due to excusable inclement weather will be considered until after the said number of days of excusable inclement weather has been reached. However, no reduction in Contract Time would be made if said number of days of excusable inclement weather is not reached.

40. LIQUIDATED DAMAGES

The Contractor shall pay to the City, as damages for non-completion of the work within the time stipulated for its completion, as outlined in the terms of contract, above in **Terms of Contract** listed above. Liquidated damages shall be \$100 per day in excess of terms of contract.



X. INSURANCE REQUIREMENTS

CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City’s Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that all coverage afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than “A-VI” in the latest edition of “Best Key Rating Guide”, published by A.M. Best Guide.

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

REQUIRED INSURANCE

Comprehensive General Liability Insurance – shall cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products\completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

A. Bodily Injury	
Each Occurrence	\$1,000,000
Annual Occurrence	\$1,000,000
B. Property Damage	
Each Occurrence	\$1,000,000
Annual Occurrence	\$1,000,000
C. Personal Injury	
Annual Occurrence	\$1,000,000

- D. Completed Operations and Products Liability shall be maintained for two (2) years after the final payment.
- E. Property Damage Liability Insurance shall include Coverage for the following hazards:
X - explosion, C - Collapse, U - underground.



REQUIRED INSURANCE (continued)

Worker’s Compensation Insurance – shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

A. Worker’s Compensation	Statutory
B. Employer’s Liability	\$100,000 each accident
Each Occurrence	\$500,000 Disease-policy limit
Annual Occurrence	\$100,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

A. Bodily Injury	
Each Occurrence	\$1,000,000
Annual Occurrence	\$1,000,000
B. Property Damage	
Each Occurrence	\$2,000,000
Annual Occurrence	\$2,000,000

CONTRACTOR shall name the CITY, as an additional insured on each of the policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.



XI. BID SUBMITTAL CHECKLIST

In order to assure that your bid is in compliance with bid requirements, the following items (forms and documentation) are required. Please verify that the following items are included in your ITB submission. Additional or supporting forms/items may be required under the terms of this ITB specifically for Bidder. It is the Bidder’s responsibility to read and understand all provisions.

Include this completed checklist to verify that the referenced content is included in the submission.

Failure to complete and return the required forms/documentation in ITB submission may result in bid being non-responsive and not considered for award.

- _____ Acknowledgment & Contact Summary Form
- _____ Addendum Acknowledgment Form
- _____ One (1) Original Bid Proposal (mark for differentiation)
- _____ Three (3) Copies of Bid Proposal (mark for differentiation)
- _____ One (1) Electronic Copy of Bid Proposal on **Flash Drive** (CDs will not be accepted)
- _____ Bid Bond
- _____ Performance & Payment Bond
- _____ Client References
- _____ Qualification Statement – 4 Pages
- _____ Public Entity Crimes Form – 3 Pages
- _____ Non-Collusive Affidavit
- _____ Offeror’s Certification
- _____ Scrutinized Vendor Certification – 2 Pages
- _____ Copy of Bidder’s Current W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- _____ Proof of Required Liability Insurance
- _____ Proof of Required Licenses and/or Certifications

Please check www.demandstar.com or City website for addenda and changes before submitting final bid



XII. FORMS FOR SUBMISSION



ACKNOWLEDGEMENT & CONTACT SUMMARY SHEET

<p>DUE DATE: Bids due on or before 10:00 AM. EST at City of North Lauderdale Purchasing Department 701 SW 71st Avenue North Lauderdale, FL 32801 Friday, February 15, 2019</p>	<p>ITB NO.: #19-01-376</p>	<p>RELEASE DATE: 1/14/2019</p>	<p>CONTACT: Ann-Marie Fraser, MBA Purchasing Coordinator (954) 597-4718 afraser@nlauderdale.org</p>
--	--	--	---

Check Addenda for any revised opening dates before submitting your bid. Bid(s) received, after the date and time stated above, shall not be considered for award. Faxed bids are not allowed and will not be considered for award.

BID TITLE:

CANAL BANK REPAIR

Acknowledgement & Contact Summary Sheet

THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", if applicable:

Address:	"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. <input type="checkbox"/> Check this box if address is the same as stated on the left.
City:	Address:
State:	City:
Zip Code:	State:
Telephone Number:	Zip Code:
Toll Free Number:	Contact:
Fax Number:	Telephone Number:
E-Mail Address of Authorized Representative:	Toll Free Number:
Federal Tax Identification Number:	Fax Number:

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title



ADDENDUM ACKNOWLEDGMENT FORM

Bidder's Name: _____

The undersigned acknowledges receipt of the following addenda to the Documents:

Addendum No. 1

Print Name of Representative: _____

Sign: _____ Dated: _____

Addendum No. 2

Print Name of Representative: _____

Sign: _____ Dated: _____

Addendum No. 3

Print Name of Representative: _____

Sign: _____ Dated: _____

Addendum No. 4

Print Name of Representative: _____

Sign: _____ Dated: _____

Addendum No. 5

Print Name of Representative: _____

Sign: _____ Dated: _____

Addendum No. 6

Print Name of Representative: _____

Sign: _____ Dated: _____



CLIENT REFERENCES

Bidder's Name: _____

Bidder must provide the following information for three (3) previous clients in which similar scope of services were performed within the last five (5) years.

Reference No. 1

Company Name:	
Location (City, State):	
Date of Service:	
Contact Person:	
Contact Number:	
Email Address:	

Reference No. 2

Company Name:	
Location (City, State):	
Date of Service:	
Contact Person:	
Contact Number:	
Email Address:	

Reference No. 3

Company Name:	
Location (City, State):	
Date of Service:	
Contact Person:	
Contact Number:	
Email Address:	



QUALIFICATION STATEMENT

Page 1 of 4

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name & Title: _____

PROPOSER'S Telephone: (_____) _____

Fax (_____) _____

Email _____

PROPOSER'S License Number: _____

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business _____

State the number of years your firm has been in business under your present business name _____

State the number of years your firm has been in business in the work specific to this bid: _____

Names and Titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship _____ Partnership _____ Corporation _____



QUALIFICATION STATEMENT

Page 2 of 4

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer bid submittals non-responsive.

At what address was that business located?

Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK SITE and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

*The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the City Contract Project Representative, whose approval shall not be reasonably withheld.



QUALIFICATION STATEMENT

Page 3 of 4

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.



QUALIFICATION STATEMENT

Page 4 of 4

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By _____
(Signature)



PUBLIC ENTITY CRIMES

Page 1 of 3

Section 287.132-133(3)(a), Florida Statutes, effective July 1, 1989 require that no public entity shall enter into a contract, award of bid, or transact business in excess of \$10,000.00 with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a sworn statement with the Purchasing Department on form 7088.

A copy of the form is reproduced below. This completed form must be on file prior to the issuing of a Purchasing Order.

**ITB #19-01-376 CANAL BANK REPAIR
Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with **ITB #19-01-376 – Canal Bank Repair.**
2. This sworn statement is submitted by _____ whose business address is _____

_____ and (if applicable) it's Federal Employer Identification No. (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity of with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision 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 Paragraph 287.133(1)(b), Florida Statutes, means a finding or fault or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a). Florida Statutes, means:



PUBLIC ENTITY CRIMES

Page 2 of 3

A. A predecessor or successor of a person convicted of a public entity crime; or

B. 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 Paragraph 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 and which bids or applies to bid on contracts for the 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 the 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, have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)

___ The person of affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the Final Order.)



PUBLIC ENTITY CRIMES

Page 3 of 3

____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature

Date

State of _____

County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
_____, who after first being sworn by me, affixed his/her signature in the
space provided above on this _____ day of _____, _____.

Notary Public

My Commission Expires: _____



NON-COLLUSIVE AFFIDAVIT

Page 1 of 2

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the

_____, (Owner, Partner, Officer, Representative or Agent) of

_____ the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm or person to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

BY: _____

(Printed Name)

(Title)



NON-COLLUSIVE AFFIDAVIT

Page 2 of 2

State of Florida
County of _____

On this the ____ day of _____, 2019, before me, the undersigned Notary Public

of the State of Florida, personally appeared _____ and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

**NOTARY PUBLIC
SEAL OF OFFICE:**

(Name of Notary Public: Print Stamp or type as Commissioned)

- Personally known to me, or
- Produced identification:

(Type of identification)

DID take oath, or DID NOT take oath

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: ____ Number of Signatures Notarized ____



OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN

 INDIVIDUAL **SOLE PROPRIETORSHIP** **PARTNERSHIP** **CORPORATION**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2019.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of Florida
County of _____

On this the _____ day of _____, _____, before me, the undersigned Notary

Public of the State of Florida, personally appeared _____ and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

**NOTARY PUBLIC
SEAL OF OFFICE:**

(Name of Notary Public: Print Stamp or type as Commissioned)

- Personally known to me, or
- Produced identification:

(Type of identification)

DID take oath, or DID NOT take oath

OPTIONAL INFORMAITON:

Type of Document: _____ Number of Pages: _____ Number of Signatures Notarized _____



SCRUTINIZED VENDOR CERTIFICATION

Page 1 of 2

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, _____, on behalf of _____,
Print Name and Title Contractor Name

Certify that _____ does not:
Contractor Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that re on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.



SCRUTINIZED VENDOR CERTIFICATION

Page 2 of 2

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Company Name

Signature

Print Name

Title



I. ATTACHMENTS (AVAILABLE ON DEMANDSTAR or CITY WEBSITE)

- Electronic Bid Price Form - ITB 19-01-376
- Exhibit A - Geotech Report
- Exhibit B - Survey
- Exhibit C – Investigation Report Reduced
- Plans