

CITY OF NORTH LAUDERDALE



BID PACKAGE

BID # 17-01-367

**133-134-135-136 SAN REMO BOULEVARD
DEMOLITION AND DISPOSAL**



JANUARY 2017

CITY OF NORTH LAUDERDALE

Notice Inviting Bids

Bid #17-01-367

**133-134-135-136 San Remo Boulevard
DEMOLITION & DISPOSAL**

The City of North Lauderdale is seeking to demolish a four-unit attached residential structure per the order served by the Broward County Unsafe Structure Board on June 22, 2016.

Sealed proposals will be received by the City of North Lauderdale until **10:00 a.m. on Wednesday, January 25, 2017** in the City Clerk's Office located at 701 SW 71st Avenue, 2nd Floor, North Lauderdale, and opened immediately thereafter for **133-134-135-136 San Remo Boulevard, North Lauderdale, Florida, Demolition & Disposal.**

Bid documents may be obtained from the City of North Lauderdale website at www.nlauderdale.org or DemandStar at www.demandstar.com. All communication regarding this bid shall be directed to Jean Joinville, Purchasing and Accounting Coordinator via email at jjoinville@nlauderdale.org. The bid documents contain the scope of work. There is no charge for the documents.

Due to the nature of this project a **mandatory pre-bid** has been scheduled for **Tuesday, January 17, 2017 at 9:00 AM at the property location.**

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 advantageous, responsible, and most responsive.

Patricia Vancheri, City Clerk
January 7 and 14, 2017

CITY OF NORTH LAUDERDALE

133-136 San Remo Boulevard Demolition & Disposal

BID # 17-01-367

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GENERAL CONDITIONS

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

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 surely or otherwise, upon any obligations to the City, or who has deemed irresponsible or unreliable to the City.

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.

CONE OF SILENCE - “Cone of Silence” means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor’s representative, and
- (b) 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 consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

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, at least five (5) days prior to the time set for the opening proposals. After proposals are opened, the bidders shall abide by the decision of the City as to such interpretation.

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 Agent 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. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by certified mail with the return receipt requested, to all prospective bidders (at the address furnished for such purpose) 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 before submitting his bid.

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.

FORM OF PROPOSALS – Each bid and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in. The forms must be enclosed in a sealed envelope when submitted to the City Clerk’s Office, City of North Lauderdale, Florida, 2nd Floor, City Hall, and must show the name of the bidder 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.

FILLING IN BIDS – All prices must be written in the proposal and also stated in the figures, and all proposals must fully cover all items for which proposals 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.

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.

CAUSES FOR REJECTION – No bid will be canvassed, considered or accepted which, in the opinion of the City is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify bids for all items called for in the schedule shall render the proposal informal.

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 proposals 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 proposals and to waive such technical errors as may be deemed best for the interests of the City.

WITHDRAWALS – Any bidder may, without prejudice to himself, withdraw his proposal at any time prior to the expiration of the time during which proposals 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 proposals, no proposal can be withdrawn, modified, or explained.

CONTRACT – The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities, and shall furnish good and sufficient bonds as specified, below within ten (10) days after receiving such contract for execution. 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.

ENFORCEMENT OF SPECIFICATIONS – Copies of the specifications shall be placed in the hands of the Director of Community Development, who shall enforce each and every requirement of the contract. There will be no varying from the specifications.

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. Under no circumstance will work be performed on a Sunday.

COPIES OF SPECIFICATIONS – Copies of the specifications, details, and contract are on file in the City Clerks Office of the City of North Lauderdale.

TERMS OF CONTRACT – The contract shall be **30** calendar days from issuance of "notice to proceed".

MEASUREMENT AND PAYMENT – Payments and charges shall be in accordance with the Bid Proposal Schedules.

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. Any questions regarding the requirements for traffic control shall be referred to the Director of Public Works/Utilities.

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.

TERMINATION – The agreement described hereafter may be terminated by either party upon 30 days written notice to the other party.

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.

APPLICATION FOR PROGRESS PAYMENT –The City will not make progress payments under this contract. Upon completion of project, the contractor shall submit to the City for review an Application for Payment filled out and signed by the contractor covering the work completed and accompanied by such supporting documentation as is required by the Contract Documents. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the owner has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as “Liens”) and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the owner’s interest therein, all of which will be satisfactory to the owner. The project must pass final demolition inspection before a payment will be rendered.

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

BID BOND – None required

PERFORMANCE & PAYMENT BOND – None required

TAX EXEMPTION – All bids must be submitted including all local, state and federal taxes, if applicable.

BID PRICES – All prices submitted must be firm through the completion of the project. Any bids containing escalation clauses will be rejected upon bid opening. The City of North Lauderdale will award payment at the conclusion of the work, and upon full acceptance.

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 weather specified in Paragraph entitled "Excusable Inclement Weather Delays" of the Supplementary General Conditions. 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.

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. Liquidated damages shall be \$100 per day in excess of terms of contract.

TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Mandatory Pre-Bid	1/17/2017 @ 9:00 AM
Question Due Date	1/19/2017 @ 5:00 PM
Anticipated Date of Issuance for the Addenda with Questions and Answers	1/20/2017
Proposals will be accepted until	1/25/2017 @ 10:00 AM
Proposals will be opened	1/25/2017 @ 10:05 AM
Evaluation of Proposals by Staff	1/26/2017
Recommendation of Contractor to City Commission award	1/31/2017 (tentative)

SCOPE OF WORK

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 Firm, at City Hall, City Clerk's Office, 701 SW 71 Avenue, 2nd Floor, North Lauderdale, Florida 33063, for furnishing the demolition of the property located at **"133-134-135-136 San Remo Boulevard, North Lauderdale, Florida"** as described in the categories/disciplines below.

This contract is for the demolition and disposal of a four units, in a quadplex building located at 133-134-135-136 San Remo Boulevard, North Lauderdale, Florida. Contractor shall be responsible for the demolition and disposal of all building materials from the site. The City encourages the contractor to recycle and salvage as much building material as possible during this process. Disposal of all material shall be in accordance with all Federal, State and County regulations as applicable.

The successful bidder will be responsible for securing any and all necessary permits and for complying with all required inspections.

The bidder shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the bidder is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The bidder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.



BID SCHEDULE: OPTION - A

Contractor Name: _____

133-134-135-136 San Remo Boulevard North Lauderdale, Florida

<u>BID ITEMS:</u>	<u>COST</u>
1. Mobilization	_____
2. Systematic demolition of the existing structure and remove all demolition debris off site.	_____
2.1 Disconnect electricity and remove existing lines	_____
2.2 Disconnect water and sewer and seal	_____
2.3 Remove existing structural system	_____
2.4 Dispose all construction material to a designated place	_____
3. Restore open area to satisfy city zoning requirements	_____
4. General Conditions and profit	_____
TOTAL	_____



BID SCHEDULE: OPTION - B

Contractor Name: _____

133-134-135-136 San Remo Boulevard North Lauderdale, Florida

<u>BID ITEMS:</u>	<u>COST</u>
1. Mobilization	_____
2. Systematic demolition of the existing structure and remove all demolition debris off site.	_____
2.1 Disconnect electricity and remove existing lines	_____
2.2 Disconnect water and sewer and seal	_____
2.3 Remove existing structural system	_____
2.4 Dispose all construction material to a designated place	_____
2.5 Remove concrete slab/foundation	_____
3. Restore open area to satisfy city zoning requirements	_____
4. General Conditions and profit	_____
TOTAL	_____

INVITATION TO BID #17-01-367

**DEMOLITION AND DISPOSAL
133-134-135-136 San Remo Boulevard, North Lauderdale, FL**

BID PROPOSAL PAGE

Business Name: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

I hereby submit the following bid in accordance with the special terms, conditions and specifications contained within this request on behalf of

Business Name

Signature

Bid Price: \$ _____

Completion Time: **30** calendar days from Notice to Proceed.

Cost of Performance/Payment Bond: **NA** % of bid price

Notes: _____

QUALIFICATION STATEMENT

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 _____

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 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 Contract Administrator, whose approval shall not be reasonably withheld.

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.

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, in 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)

INSURANCE REQUIREMENTS

The Contractor Shall:

I. PUBLIC LIABILITY

Provide Owner's Contractor's Protective Insurance for the benefit of the City with a combined single limit of one million dollars (\$1,000,000), consistent with the indemnification obligations described below.

II. WORKER'S COMPENSATION

Provide Worker's Compensation and Employer's Liability Insurance for the benefit of a contractor's work force.

III. INDEMNITY

CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance of services under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, and attorneys' and paralegal fees at both the trial and appellate levels arising out of or in connection with the services performed by the CONTRACTOR pursuant to this Agreement for **BID #17-01-367**.

CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money damages from CITY in connection with the above-mentioned matters.

The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars (\$10), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. Nothing herein is intended to serve as a waiver of sovereign immunity as set forth in Section 768.28, Florida Statutes.

GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to the Contractor for the Work under this Agreement shall constitute specific consideration to the Contractor for the indemnification to be provided under this Agreement. The Contractor shall indemnify, defend, save and hold harmless the CITY and the CITY's elected officials, public employees, consultants and separate contractors,

any of their subcontractors, sub-subcontractors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of Work. These expenses (1) that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, and (2) to the extent such claims, damages, losses or expenses are caused in whole or in part by negligent acts or omissions of the contractors, anyone directly or caused indirectly employed by either or anyone for whose acts either may be liable, regardless of whether obligations shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Article.

IV. AUTOMOBILE LIABILITY

Covering all owned hired and non-owned automobile equipment for the benefit of the City with a combined single limit of \$500,000.

V. BUILDER'S RISK

If a structure is to be erected, the contractor must also provide Builder's Risk Insurance for the full insurable value of the premises being constructed, and the policy should be endorsed to the effect that the interests of the City are included as a loss payee and that the carrier waives all rights of subrogation against the City.

VI. CERTIFICATE OF INSURANCE

Before commencing performance of this contract, the contractor shall furnish the City of North Lauderdale a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

- A). Name of insurance carrier(s)
- B). Effective and expiration dates of policies
- C). Thirty (30) days written notice by the carrier of any cancellation or material change in any policy
- D). Duplicate Policy or Certification of Insurance stating that the interests of the City are included as additional insured, and specifying the protection/location.

Such insurance shall apply despite any insurance, which the City may carry in its own name.

VII. SUBCONTRACTOR INSURANCE

Contractor shall require all of its subcontractors to provide the aforementioned coverage that the contractor is required to maintain and any subcontractors shall be the sole responsibility of the contractor.

PUBLIC ENTITY CRIMES

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.

Bid #17-01-367

**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 *Bid #17-01-367 / 133-134-135-136 San Remo Boulevard. Demolition and Disposal*
2. This sworn statement is submitted by _____ whose business address is _____

_____ and (if applicable) its 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:
- 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 or 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.)

____ 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

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)

ACKNOWLEDGMENT

State of Florida
County of _____

On this the _____ day of _____, 2017, 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 _____, 2017.

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
SEAL OF OFFICE:**

NOTARY PUBLIC, STATE OF FLORIDA

(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 _____

AGREEMENT

This AGREEMENT, made this ____ day of _____, 2017, by and between the City of North Lauderdale, acting herein through its City Manager, hereinafter called "OWNER" and _____, doing business as a _____, located in the City of _____, County of Broward, and the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made performed by the OWNER and CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

All of the terms, conditions, and provisions of **Bid #17-01-367** are incorporated herein by reference and made a specific part thereof.

ARTICLE II

In accordance with the Request for Bids the Contractor shall furnish at his own expense all labor, vehicles, materials, tools, and equipment needed to perform the services required by this Agreement and the Request for Bids.

The CONTRACTOR further agrees that the "prices as quoted in the Request for Bids shall remain constant for the duration of this Agreement.

ARTICLE III

The term of this Agreement shall be **30** calendar days from "notice to proceed."

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for any cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance of services under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, and attorneys' and paralegal fees at both the trial and appellate levels arising out of or in connection with the services performed by the CONTRACTOR pursuant to this Agreement for **BID #17-01-367**.

CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money damages from CITY in connection with the above-mentioned matters.

The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars (\$10), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and

representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. Nothing herein is intended to serve as a waiver of sovereign immunity as set forth in Section 768.28, Florida Statutes.

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Patricia Vancheri, CMC

Ambreen Bhatti, City Manager

(SEAL)

WITNESS

WITNESS

CONTRACTOR

ADDRESS:

PHONE: _____

APPROVED AS TO FORM:

Samuel Goren, City Attorney