

INVITATION TO BID (ITB)



Subject: **NE 26th Street Roadway Improvements Project**

ITB #: **2025-04**

Due Date/Time: **August 26, 2025, 11:30 a.m. EST**

Submit To: City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305

**CITY OF WILTON MANORS
NE 26TH STREET ROADWAY IMPROVEMENTS PROJECT
CALENDAR OF EVENTS**

Listed below are important dates and times by which the actions noted must be completed. If the City finds it necessary to change any of these dates or times, the change may be accomplished by addendum. All dates are subject to change.

ACTION	COMPLETION DATE
Issue ITB	July 15, 2025
Deadline for Questions	August 4, 2025
Response to Questions	August 11, 2025
Deadline for Submitting Proposals	August 26, 2025, 11:30 a.m., EST
Bid Review	August 27, 2025
Reference Checks	September 2, 2025
Final Ranking and Selection	September 15, 2025, or later.
Contract Negotiations	September 23, 2025, or later.
City Commission Approval of Contract	October 14, 2025, or later.

TABLE OF CONTENTS

PART A – BIDDING REQUIREMENTS & GENERAL INFORMATION

Section A	Invitation to Bidders	p. 1
Section B	Instructions to Bidders	p. 4
Section C	Bid Forms	p. 16
Section D	Office of Economic and Small Business Development	p. 55
	County Business Enterprise (CBE) Requirements	
	Surtax Projects and Services (Municipality) Letter of Intent	p. 58

PART B – CONSTRUCTION AND CONTRACT DOCUMENTS

Attachments	Attachment 1: Technical Specifications	
	Attachment 2: Sample Contract	
	Attachment 3: Surtax Projects and Services (Municipalities) Letter of Intent (LOI)	

CITY OF WILTON MANORS - INVITATION TO BID
PART A – BIDDING REQUIREMENTS & GENERAL
INFORMATION

SECTION A – INVITATION TO BIDDERS

1. RECEIPT OF BIDS

Notice is hereby given that the City Commission of the City of Wilton Manors is accepting sealed bids for a project known and identified as the **NE 26th Street Roadway Improvements Project**. One (1) original, three (3) copies of sealed bids **and** a digital version saved on a jump/flash drive will be received by the City of Wilton Manors, Florida at the office of the City Clerk. Bids will be accepted until **August 26, 2025, 11:30 a.m., EST**. Any bids received after the time and date specified will not be considered. Bids will be opened and read in public immediately thereafter in City Commission Chambers, City of Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, Florida 33305.

2. DESCRIPTION OF WORK

The City of Wilton Manors, Florida (City) is seeking proposals from qualified licensed Contractor (CONTRACTOR) for improvements to NE 26th Street (see Attachment 1: Technical Specifications). The work will include but not be limited to site preparation, roadway width narrowing, milling and resurfacing, sidewalk widening, and roadway striping to achieve traffic calming, bicycle and pedestrian connectivity and ADA improvements. Additionally, a planting plan is provided to beautify roadway medians through the introduction of trees, palms, and groundcover plants.

This project is partially funded by Broward County through the Penny for Transportation Surtax Program. Qualified firms that are used to accomplish the CBE goal are required to be registered with the Office of Economic and Small Business Development and meet the requirements of the County Business Enterprise Program (CBE) prior to awarding the ITB. Proposers are to submit their CBE Certificate or copy of their Letter of Intent submitted to the CBE with their proposal package. See Section D, Office of Economic and Small Business Development, County Business Enterprise (CBE) for full requirements and required forms, and example Surtax Projects and Services (Municipality) Letter of Intent (LOI) form (Attachment 3). **Note: LOI's must be completed and submitted with proposals.**

3. COMPLETION OF WORK

The completion schedule for the work is 270 consecutive calendar days from the issuance of a Notice To Proceed by the City until substantial completion and 60 consecutive calendar days from substantial completion until final completion of the work. Liquidated damages will be assessed as stated in the Contract.

4. OBTAINING CONTRACT DOCUMENTS

Copies of the drawings, specifications and other contract documents for the **NE 26th Street Roadway Improvements Project** may be picked up at the Office of the City Clerk, Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL, 33305, (954) 390-2100 or free of charge online at www.wiltonmanors.com. Bidding documents will not be issued to sub-bidders.

NE 26TH STREET ROADWAY IMPROVEMENTS PROJECT

5. **PRE-BID CONFERENCE**

There is no **Pre-Bid Conference scheduled** for this project.

6. **BID SECURITY**

All bids must be submitted in sealed, opaque envelopes bearing on the outside the name of the Bidder, his address, the name and number of the project for which the qualification packet is submitted, and the date of opening. The bids must be made on the standard bid proposal form in the manner designated therein and required by the Bid Form. All bids shall require a Bid Guaranty as set forth in Section 2.7 of the "Instructions to Bidders."

No bidder may withdraw his bid for a period of **180** calendar days after the date set for bid opening. The bid security is forfeitable as liquidated damages should the successful bidder fail to enter into a contract, all as more particularly described in "The Instructions to Bidders" Section 2.7

On the envelope containing the proposal the following shall be written in large letters:

Proposal For: NE 26th Street Roadway Improvements Project

ITB Number: ITB # 2025-4

To Be Opened: **August 26, 2025, at 11:30 a.m., EST**

INSTRUCTIONS FOR ITB OPENING.

1. Bid openings will occur in the City of Wilton Manors Commission Chamber, 2020 Wilton Drive, Wilton Manors, Florida 33305.

7. **OWNER'S RIGHTS RESERVED**

The City Commission of the City of Wilton Manors reserves the right to reject any and all bids, to waive any and all informalities or irregularities and to accept or reject all or any part of any bid as they may deem to be in the best interest of the citizens of the City of Wilton Manors.

8. **COMPETENCY OF BIDDERS**

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the services as described; have a record of performance for a reasonable period of time; have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including, but not limited to, past performance (experience) with the City in making the award the best interest of the City.

9. **QUESTIONS REGARDING BID**

Address all questions to Ariel Montalvo, Purchasing Coordinator, 2020 Wilton Drive, Wilton

NE 26TH STREET ROADWAY IMPROVEMENTS PROJECT

Manors, FL 33305 via email to amontalvo@wiltonmanors.com. Such questions will be answered in the form of an Addendum to the Bid, which will be posted to the City’s website. Verbal responses will not be given. The deadline for submitting any questions regarding the bid will be **August 4, 2025, 7:00 a.m., EST.**

10. CONE OF SILENCE

Bidders, their agents, and associates shall not contact or solicit any City Commissioner, City employee, or official regarding this Bid during any phase of this Bid. The City’s “Cone of Silence” Section 2-58 (s) prohibits communication with any City Commissioner, the City Manager, Assistants to the City Manager and their respective support staff, or any person appointed by the City Commission or City Manager to evaluate or recommend selection in this process. Failure to comply with this provision may result in disqualification of the Bidder, at the option of the City. Only that individual listed as the contact person herein shall be contacted.

11. PUBLIC RECORDS

Florida law provides that municipal records shall at all times be open for personal inspection by any person (Section 119.01, Florida Statutes, The Public Records Law). Information and materials received by the City in connection with an ITB response shall be deemed to be public records and subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer / Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer / Bidder, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. Otherwise, the City will treat all materials received as public records.

12. ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM

Bidders are hereby notified of the provision of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder’s social, political, or ideological interest when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City’s governing body may not give preference to a Bidder based on the Bidder’s social, political, or ideological interests.

Contractors working under any subsequent agreement made pursuant to this ITB shall not give preference to subcontractors based on social, political, or ideological interests. A violation of the terms in this section shall result in termination of any agreement entered into pursuant to this ITB and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida

CITY OF WILTON MANORS

Elizabeth Beckford

CITY CLERK

PART A – BIDDING REQUIREMENTS & GENERAL INFORMATION

SECTION B – INSTRUCTION TO BIDDERS

2.1 PREPARATION OF BIDS:

Bids must be submitted on the attached Proposal which shall be completed in ink or typewritten. Bid price of each item on the form must be stated in words and numerals; in case of conflict, words will take precedence. Where unit prices are required, unit prices take precedence and CITY may award one or more Contracts. Likewise, discrepancies between the indicated sum of any column of figures and correct sum thereof will be resolved in favor of correct sum.

All blanks on the Bid Form must be completed in ink or by typewriter and the Bidder will be responsible for its correctness. All names must be typed or printed below the signature. The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form. The address to which communications regarding the Bid are to be directed must be shown.

If the Bid is made by an individual, he must sign his name therein and state his address. If the Bid is made by a firm or partnership, its name and address must be stated, as well as the name and the address of each member of the firm or partnership. Bids by Corporations must be signed by an authorized corporate officer (accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature. When the state of incorporation is other than Florida, proof of registry with Florida must be attached.

2.2 RECEIPT AND OPENING OF BIDS:

The complete Bidding Procedures including Proposal, Bid Guaranty, as assembled herein, must be delivered in sealed, opaque envelope with the project title plainly marked on the outside and addressed to the Office of City Clerk, City Hall, 2020 Wilton Drive, Wilton Manors, Florida 33305, at the time and date called for in the Invitation to Bid.

Proposals will be publicly opened and immediately read aloud at the time and place designated in the Invitation to Bidders. No proposal will be considered which is not based upon these Drawings and Specifications or which is not properly made out and signed in writing by the Bidder.

2.3 CONTRACT DOCUMENTS:

The Contract Documents give the location and description of the Work to be done under this Contract and estimated quantities of work for which Bids are invited, including the time in which the Work must be completed. The Contract Documents are listed in Section 2.1 of the Contract and they are fully a part of the Contract.

2.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

- 2.4.1 Bidders must satisfy themselves by personal examination of the location of the proposed Work, by thorough examination of the Contract Documents, requirements of the Work and the accuracy of the estimate of the quantities of the Work to be done; and shall not, at any time after the submission of a bid, dispute or complain of such estimate nor the nature or amount of work to be done.
- 2.4.2 Bidder shall be familiar with all federal, state and local laws, ordinances, rules and regulations that in any way affect the cost, progress or performance of the Work. Failure to familiarize himself with applicable laws, ordinances, rules and regulations will in no way relieve bidder from the responsibility included in the applicable laws.
- 2.4.3 Information and data reflected in the Contract Documents with respect to Underground Utilities at or contiguous to the site is based upon information and data furnished to the CITY and the ENGINEER by the owners of such Underground Utilities or others, and the CITY does not assume responsibility for the accuracy or completeness thereof.
- 2.4.4 Reference may be made to the Technical Specifications for the Identification of:
 - 2.4.4.1 Those reports of exploration and tests of subsurface conditions at the site which have been utilized by ENGINEER in preparation of Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.
 - 2.4.4.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by ENGINEER in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.
 - 2.4.4.3 Copies of such reports and drawings will be made available by the CITY to any Bidder upon request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 2.4.4.1 and 2.4.4.2 are incorporated therein by reference. Such technical data has been identified and established in Technical Specifications.
- 2.4.5 Bidder shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the conformation of the ground, the character and quality of

the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions, the character of equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions and all other matters which can in any way affect the Work of this Project. The prices established for the work to be done will reflect all costs pertaining to the Work. Any claims for extras based on substrata or groundwater table conditions will not be allowed.

- 2.4.6 By submission of its bid, Bidder affirms that he has, at his own expense, made or obtained any additional examinations, investigations, explorations, tests, and studies and obtained any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise, prior to bidding which may affect cost, progress, or performance of the Work and which Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents and/or he has satisfied himself with respect to such conditions and he shall make no claims against the CITY or the ENGINEER if on carrying out the Work he finds that the actual conditions do not conform to those indicated.
- 2.4.7 On request, the CITY will provide Bidder access to the site to conduct such investigations and tests as Bidder deems necessary for submission of his Bid. Bidder shall schedule such access in advance with the CITY.
- 2.4.8 Upon completion of such additional field investigations and tests, Bidder shall completely restore disturbed areas.
- 2.4.9 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by CITY unless otherwise provided in the Contract Documents.
- 2.4.10 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of Section 2.4 of the Instructions to Bidders, "Bidder's Examination of Contract Documents and Site", that without exception the Bid is premised upon performing the work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

2.5 DIMENSIONS, QUANTITIES AND SUBSURFACE:

Dimensions, quantities and subsurface information supplied by the CITY is in no way warranted to indicate true amounts or conditions. Bidders/Contractors shall neither plead misunderstanding or deception, nor make claims against the CITY if the actual amounts, conditions or dimensions do not conform to those stated. Any "Outside" reports made available by the CITY are neither guaranteed as to accuracy or completeness, nor a part of the Contract Documents.

2.6 ADDENDA - CHANGES WHILE BIDDING:

During the bidding period, Bidders may be furnished addenda or bulletins for additions or alternations to the Plans or Specifications which shall be included in the Work covered by the Proposal.

Any prospective Bidder in doubt as to the meaning of any part of the Drawings, Specifications or other Contract Documents may submit a written request to Ariel Montalvo, Purchasing Coordinator (amontalvo@wiltonmanors.com) or designee for an interpretation. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of such addendum will be made available on the City's website www.wiltonmanors.com. The CITY will not be responsible for any other explanations or interpretations of the proposed documents.

Questions received past the questioning deadline prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding.

2.7 BID GUARANTY:

All proposals shall be accompanied by a Bid Bond written by a Surety licensed to do business in Florida and named in the current list of "Companies' Holding Certificates of Authority as Acceptable Sureties on Federal Bonds" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of Treasury. Bid Guaranty may be a certified, cashier's, treasurer's check or bank draft of any national or state bank, in an amount of five percent (5%) of the total bid price, payable to the City of Wilton Manors and conditioned upon the successful Bidder entering into Contract with Surety as specified within fifteen (15) days after award of Contract and furnish the necessary documents to the City including, but not limited to: insurance certificates, Construction Bond in the amount stated herein, all bonds shall be written by a surety authorized to conduct business in the State of Florida and shall have a registered agent in the State of Florida and named in the current list of "Companies' Holding Certificates of Authority as Acceptable Sureties on Federal Bonds" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of Treasury.

Guaranty of the successful Bidder shall be forfeited to the City of Wilton Manors not as penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to enter into Contract, with satisfactory Surety as specified, or fails to comply with any other requirements of the Specifications or of his Proposal. The CITY then may award the Contract

to the next lowest and/or most acceptable Bidder, or the Work may be re-advertised or may be constructed by CITY forces without Contract as the City Council may deem to be in the best interest of the CITY. Bid Guaranty of the unsuccessful Bidders will be returned upon award of Contract.

2.8 POSTPONEMENT OF DATE FOR PRESENTING AND OPENING PROPOSAL:

The CITY reserves the right to postpone the date for presentation and opening of proposals and will give ample notice of any such postponement to each prospective Bidder.

2.9 DETERMINATION OF MOST ACCEPTABLE BIDDER:

The Contract shall be awarded to the lowest and/or most responsive and or most responsible qualified Bidder, provided, however, the CITY may for good cause reject any Bid even though it may be the lowest. The CITY will comply with Section 2-58(u) of the CITY's Code of Ordinances which provides a bidding preference for local vendors. The CITY may also consider, in the purchase of material and in letting Contracts for public construction, factors such as residence of the Contractor and the principal business location of the Contractor, whenever such material can be purchased for the services of materialmen, contractors, builders, architects and laborers, can be employed, at no greater expense than that which would be obtained if such purchase were made, or Contract let, or such employment give, to a person not residing or in business locally consistent with the City of Wilton Manors Code of Ordinances and the laws of the State of Florida. The CITY shall further defer to any other applicable Federal, State or County statute, rule or regulation which may affect the award of a Contract for public construction in the City of Wilton Manors, Florida.

2.10 QUALIFICATIONS AND DISQUALIFICATIONS OF BIDDERS:

The Contract will be awarded only to a Bidder, who in the opinion of the City Commission, is fully qualified to undertake the Work. The CITY reserves the right before awarding the Contract to require a Bidder to submit such evidence of his qualifications as it may deem necessary and may consider any available evidence of his financial status, technical qualifications and other qualifications and abilities. Any one of the following causes, among others, may be considered a sufficient justification to disqualify a Bidder and reject this Bid:

- A. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names.
- B. Evidence of collusion.
- C. Previous participation in collusive Bidding on work for the City of Wilton Manors, Florida.
- D. Submission of an unbalanced Bid in which the prices Bid for some items are out of proportion to the prices Bid for other items.

- E. Lack of competency. The City Manager or designee may declare any Bidder ineligible, at any time during the process of receiving Bids or awarding the Contract, if developments arise which, in his opinion, adversely affects the Bidder's responsibility. The Bidder will be given an opportunity, by the City Manager or designee, to present additional evidence before final action is taken.
- F. Lack of responsibility as shown by past work judged by the City Manager or designee from the standpoint of workmanship and progress.
- G. Incomplete work for which the Bidder is committed by Contract, which in the judgement of the City Manager or designee, might hinder or prevent the prompt completion of work under this Contract.
- H. Being in arrears on any existing Contracts with the CITY, or any taxes, licenses or other monies due the CITY; in litigation with the CITY or having defaulted on a previous contract with the CITY.

2.11 BIDDING ERRORS:

When after opening of Bids, a Bidder claims error and requests to be relieved of the Award, or the City Manager or designee believes an error may have been made and requests that the Bidder shall present his certified work sheets and supply quotations to the City Manager or designee on the same day as the Bid opening, or if the Bid opening is in the afternoon then on the following business day. When the City Manager or designee has suspected an error and requires the documents, failure to produce them within the time specified shall make the Bidder non-responsive and thereby disqualified. Award may then be made to the next lowest responsive, responsible Bidder, or the Work may be re-advertised or constructed by CITY forces, as the Commission desires.

If after review, the City Manager or designee is convinced that an honest allowable (excusable mathematical) error has been made, the Bidder shall be relieved of responsibility and his Bid Guaranty shall be returned. If the City Manager or designee is not convinced that an honest, allowable error has been made, the Bid Guaranty shall be held by the CITY for damages incurred. Should actual damages be less than the Bid Guaranty, any excess amounts should be returned to the Bidder. If actual damages are greater than the Bid Guaranty, the CITY shall have the right to proceed against the defaulting Bidder for the additional damages. Award may then be made as stated above in this paragraph.

2.12 LIFE AND WITHDRAWAL OF BID:

All Bids shall remain open for one hundred eighty (180) days after the day of the Bid opening, however, the City Manager or designee may, at his sole discretion, release any Bid and return the Bid Guaranty prior to that date. Any Bid may be modified or withdrawn prior to that date. Any Bid may be modified or withdrawn prior to the time scheduled for the opening of Bids.

2.13 REJECTION OF IRREGULAR BIDS:

Bids will be considered irregular and may be rejected if they show erasures, corrections, omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Bids or other irregularities of any kind.

2.14 AWARD OF CONTRACT:

- 2.14.1 The City Commission reserves the right to reject any or all Bids or any part of any Bid, to waive any informality in any Bid, or to re-advertise for all or any part of the Work contemplated, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. If Bids are found to be acceptable by the City Commission, written notice of award will be given to the lowest responsive, and responsible Bidder.
- 2.14.2 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 2.14.3 In evaluating Bids, the CITY shall consider the qualifications of the Bidder, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 2.14.4 The CITY may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers and other persons and organizations must be submitted. The CITY also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 2.14.5 The CITY may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to the CITY'S satisfaction within the prescribed time.
- 2.14.6 If the contract is to be awarded, the contract will be awarded to the most responsible, responsive Bidder whose evaluation indicates that the award will serve the highest public interest and be in the best interest of the City. The CITY will comply with Section 2-58(u) of the CITY'S Code of Ordinances which provides a bidding preference for local vendors.
- 2.14.7 The City reserves the right to reduce the quantities of work to be done and to completely eliminate any items of the work listed in the Proposal in order that the work can be completed within the amount of available funds.
- 2.14.8 If the contract is to be awarded, the CITY will give the successful Bidder a Notice of

Award within one hundred eighty (180) days after the day of the Bid opening.

2.14.9 If the Bid alternates are not included in the original Award of the Contract, The City reserves the right to authorize a change order for the Bid Alternate of their choice as included in the Bid Sheet, prior to the project completion. In that case, additional calendar days will be added to the Contract as part of the Change Order, However, the Contractor is obligated to complete the work for the price included in the Bid Sheet.

2.15 EXECUTION OF CONTRACT:

When City gives a Notice of Award to a successful Bidder, it will be followed by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. The Bidder to whom the Contract is awarded shall within fifteen (15) days of the date of award, execute and deliver two (2) copies of the following to the City Manager or designee:

- A. The Contract.
- B. Construction Bond.
- C. Evidence of required insurance.
- D. Proof of authority to execute the Contract.
- E. Proof of authority to execute Bond on behalf of the Awardee.
- F. List of Sub-Contractors and Contract Value for each.
- G. Proof of valid Wilton Manors Certificate of Competency for the Contractor and all Sub-Contractors.

The above documents must be furnished, executed and delivered before the Contract will be executed by the CITY. The Contract shall not be binding upon the CITY until it has been executed by the CITY and a copy of such fully executed Contract is delivered to the CONTRACTOR.

2.16 CONSTRUCTION BOND:

In accordance with the provisions of Section 255.05, Florida Statutes, the Contractor shall provide to the CITY, a 110% Public Construction Bond in an amount not less than the total cost of the Project. The Bond shall incorporate by reference the terms of the Contract Documents in its entirety. Moreover, Contractor agrees that the following language shall be expressly included within the language of its Public Construction Bond:

“Surety expressly agrees to be bound by all terms and conditions relating to liquidated, delay and time or impact related damages, and is responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract Documents incorporated herein or as provided for by Florida law.”

The Bond must be written by a Surety licensed to do business in Florida and named in the current list of “Companies’ Holding Certificates of Authority as Acceptable Sureties on Federal Bonds” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of Treasury.

When the successful Bidder delivers the executed Agreement to the CITY, it must be accompanied by the required Construction Bond and required insurance certificates and policies if applicable. Such bond shall be executed and issued by a resident agent licensed and having an officer in Florida, representing such corporate surety. Attorney-in-fact who sign bonds must file with such bond a certified copy of their Power-of-Attorney to sign said bonds.

Before commencing the work or before recommencing the work after a default or abandonment, the Contractor shall provide to the City a certified copy of the recorded bond. Notwithstanding the terms of the Contract or any other law governing prompt payment for construction services, the City may not make a payment to the Contractor until the Contractor has complied with this paragraph.

2.17 FAILURE TO EXECUTE CONTRACT, BID GUARANTY FORFEITED:

Should the Bidder to whom the Contract has been awarded refuse or fail to complete the requirements of Section 2.15 above within fifteen (15) days after Notice of Award, the additional time in days (including weekends) required to CORRECTLY complete the documents, will be deducted, in equal amount, from the Contract Time, or the CITY may elect to revoke the Award. The Bid Guaranty of any Bidder failing to execute the awarded Contract shall be held by the City for damages incurred and the Contract awarded as the Commission desires.

2.18 TIME FOR BEGINNING AND COMPLETING THE WORK

The CITY shall instruct the CONTRACTOR to commence the work by written instruction hereinafter called the, "Notice to Proceed". The CONTRACTOR shall commence the work within ten (10) calendar days after the date specified in the "Notice to Proceed". Failure to complete the work within the allotted time may cause the CONTRACTOR to pay liquidated damages as set forth in the "Contract".

2.19 COPIES OF BIDDING DOCUMENTS

2.19.1 Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement for Bids may be obtained from City Hall.

2.19.2 Complete sets of Bidding Documents shall be used in preparing Bids; CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.19.3 CITY and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

2.20 QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of CITY's request written evidence, such as financial data, previous

experience, present commitments and other such data as may be called for in the Contract Documents. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or obtain such qualification prior to award of the contract. The CITY reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the Work and if, after investigation, the evidence of his competency or financial ability is not satisfactory, the CITY reserves the right to reject his bid.

2.21 SUBCONTRACTORS, SUPPLIERS AND OTHERS

2.21.1 If requested by the CITY, Bidder shall provide an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, supplier, person or organization. If the CITY after due investigation has reasonable objection to any proposed Subcontractor, supplier, other person or organization, either may, before the Notice of Award is given, request the apparent successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent successful Bidder declines to make any such substitution, the CITY may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom the CITY does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the CITY. Subcontractors shall not be changed without the approval of the CITY. No acceptance by the CITY of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of the CITY to reject defective work or materials not conforming with these specifications.

2.21.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent successful Bidder, prior to the Notice of Award, shall identify in writing to the CITY those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with the CITY'S written consent.

2.21.3 No Bidder shall be required to employ any Subcontractor, other person or organization against whom Bidder has reasonable objection.

2.21.4 No more than 49% of dollar value of the total contract work may be accomplished by subcontractors. The balance of work must be accomplished by selected Contractor's own forces. Each bidder must furnish with his proposal, a list of the items he proposes to sub-contract and the estimated cost of these items.

2.22 SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Bid form and shall be included in an opaque sealed envelope, marked with the Project title and, if applicable, the designated portion of the Project for which the Bid is submitted and name and address of

the Bidder. The sealed envelope shall be addressed to: City of Wilton Manors, City Clerk's Office, 2020 Wilton Drive, Wilton Manors, FL 33305. Each bid shall be accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "Bid Enclosed" on the face thereof.

2.23 Intentionally Omitted.

2.24 FLORIDA TRENCH SAFETY ACT-COMPLIANCE

In the event this contract requires trench excavation, the requirement of Florida Statutes 553.60, et seq., shall be adhered to by all Bidders. Every Bidder shall provide a certification on the form provided and other required documentation.

2.25 PUBLIC ENTITY CRIMES

Every Bidder shall provide a sworn statement pursuant to the requirements of Florida Statutes Section 287.133, pertaining to Public Entity Crimes and the convicted vendors list on the form provided herein, which must be completed by the appropriate individual within the organization, notarized and provided with the proposal.

2.26 Every Bidder shall provide a Non-Discrimination Affidavit (Attachment A) on the form provided.

2.27 Every Bidder shall provide a Domestic Partnership Certification (Attachment B) on the form provided.

2.28 Every Bidder shall provide a Non-Debarment Affidavit (Attachment C) on the form provided.

2.29 Drug-Free Workplace.

Every Bidder shall provide a certification (**Attachment D**) on the form provided indicating whether the Bidder has implemented a drug-free workplace program pursuant to the requirements of Florida Statute Section 287.087. Preference in the award process shall be given, according to the statutory requirements, to a business that certifies it has implemented a drug-free workplace program.

2.30 Every Bidder shall provide a Non-Collusive Affidavit (Attachment E) on the form provided.

2.31 Every Bidder shall Certification of Scrutinized Companies (Attachment F) Certification on the form provided.

2.32 Every Bidder shall provide E-Verify Form (Attachment G) on the form provided.

2.33 Every Bidder shall provide Compliance with Foreign Entity Laws (Attachment H) on the form provided.

2.34 Every Bidder shall provide Compliance with Anti-Human Trafficking Laws (Attachment I) on the

form provided.

2.35 Building Permits.

The CONTRACTOR shall make application and obtain the necessary building permits from the City or other governing bodies.

2.36 Contractor's Certification.

CONTRACTORS bidding on this project must hold a State license or a current certificate of competency issued by Broward County Examining Board having jurisdiction over licensing of CONTRACTORS in the type of work involved in this contract. The Bidder must submit proof this requirement has been met.

PART A – BIDDING REQUIREMENTS & GENERAL INFORMATION

SECTION C – BID FORMS

BID FORM

TO THE MAYOR AND COMMISSIONERS

CITY OF WILTON MANORS

SUBMITTED _____

(date)

Dear Mayor and COMMISSIONERS:

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Drawings and Specifications for the Work and contractual documents relative thereto, including the Invitation to Bid, Instructions to Bidders, Bid Form, Form of Bid Bond, Form of Contract and Form of Construction Bond, General Conditions, Technical Specifications, Addenda and Drawings, and has read all of the Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the Work to be performed and has visited the site.

If this Bid is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the City, in the form of Contract specified; of which this Bid Form, General Conditions, Technical Specification and Drawings shall be made a part for the performance of Work described therein; to furnish the necessary bond equal to one hundred ten percent (110%) of the total Contract base bid, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the City; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the Work specified in the Proposal and Contract and called for in the Drawings and in the manner specified; to commence Work on the effective date established in the "Notice to Proceed" from the City; and to complete all Contract Work within the time specified in the Bid Form, and stated in the "Notice to Proceed" or pay liquidated damages for each calendar day in excess thereof, or such actual and consequential damages as may result therefrom.

The BIDDER acknowledges receipt of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

NE 26TH STREET ROADWAY IMPROVEMENTS PROJECT

And the undersigned agrees that in case of failure on his part to execute the said Contract and the Bond within ten (10) days after being presented with the prescribed Contract forms, the check or Bid Bond accompanying his bid and the money payable thereon, shall be paid into the funds of the City of Wilton Manors, Florida, otherwise, the check or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the

Bank of _____

or approved Bid Bond for the sum of _____

Dollars (\$ _____) according to the conditions under the Instructions to Bidders and provisions therein.

Signature of Bidder

Name and Official Title

Name of Firm

Address of Firm

Affix Official Seal Here:

Check one and fill out Page _____

- Sole Proprietorship
- Partnership or Limited Liability Company
- Joint Venture
- Corporation

NE 26TH STREET ROADWAY IMPROVEMENTS PROJECT

Bid Form

TO: CITY OF WILTON MANORS
2020 WILTON DRIVE
WILTON MANORS, FLORIDA 33305

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project, familiarized himself with the local conditions, nature and extent of the Work, the Drawings, Specifications and Contract and Bond requirements, proposed to furnish all labor, material & equipment necessary to construct the:

**NE 26th Street Roadway
Improvements Project**

In full accordance with your call for Bids, Instructions to Bidders, Contract and Contract documents relating thereto, on file in the City Clerk's Office and if awarded the Contractor, agrees to attain substantial completion of the work within 270 calendar days from the date of "Notice to Proceed", and attain final completion within 330 calendar days from the date of "Notice to Proceed "for the following bid price:

TOTAL LUMP SUM PRICE (BASE BID): \$ _____
(in numbers)

(in words)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ (month), _____ (year),
by _____ (name of person) as _____ (type of authority e.g. officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

___ Personally Known
___ Produced Identification
Type of Identification Produced _____

NE 26TH STREET ROADWAY IMPROVEMENTS PROJECT

WHEN THE BIDDER IS A CORPORATION:

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

(Name of Corporation)

"RESOLVED that _____,
(Person Authorized to Sign)

_____ of _____
(Title) (Name of Corporation)

be authorized to sign and submit the Bid or Proposal of this corporation for the following project:

The foregoing is a true and correct copy of the Resolution adopted by

_____ at a meeting of its Board of Directors held on _____ the
(Name of Corporation)

day of _____, 202__.

By: _____

(SEAL) Title: _____

WHEN THE BIDDER IS A PARTNERSHIP OR LIMITED LIABILITY COMPANY:

(Name of Partnership or Limited Liability Company)

(Address)

By: _____ (SEAL)

Name and Address of all Partners or Managers:

NAME	ADDRESS

REQUIRED COST DATA INFORMATION

THE CITY REQUIRES THAT EVERY PROPOSAL SUBMITTED CONTAIN A SEPARATE PAGE DETAILING AN ITEMIZED COST ANALYSIS ACCORDING TO THE ENCLOSED BID SCHEDULE, WHICH INCLUDES:

1. TOTAL COST (FOR BASE BID AND/OR OPTIONAL BID ALTERNATE)
2. DEFINITIVE, ITEMIZED ANALYSIS OF ANY OTHER EXPENSES WHICH MAY POSSIBLY BE INCURRED (PER ATTACHED BID SCHEDULE)
3. COST BREAKDOWN OF TOTAL COST
(PER ATTACHED BID SCHEDULE)

NAME OF BIDDER: _____

STREET ADDRESS: _____

CITY, STATE: _____

SIGNATURE: _____

TITLE OF SIGNER: _____

DATE: _____

TELEPHONE NO. _____

EMAIL: _____

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

_____ (Zip Code)

By: _____
(Print name) (Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

Email: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License:

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

**NE 26TH STREET ROADWAY IMPROVEMENT PROJECT
BID PROPOSAL FORM**

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Amount</u>
I. General					
1.	Mobilization	1	LS	\$	\$
2.	Maintenance of Traffic	1	LS	\$	\$
3.	Clearing and Grubbing	1	LS	\$	\$
				Subtotal:	\$
II. Storm Water Pollution Prevention					
4.	Inlet Sediment Barrier	34	EA		\$
				Subtotal:	\$
III. Civil Site					
5.	Thermoplastic Yellow, Solid 6"	7,800	LF	\$	\$
6.	Thermoplastic Yellow, Solid 18"	70	LF	\$	\$
7.	Thermoplastic White, Solid, 6"	9,420	LF	\$	\$
8.	Thermoplastic White, Solid, 12"	2,200	LF	\$	\$
9.	Thermoplastic White, Solid, 18"	95	LF	\$	\$
10.	Thermoplastic White, Solid, 24"	444	LF	\$	\$
11.	Thermoplastic, Standard-Open Graded Asphalt Surfaces 6" White 6'-10' Skip	0.02	GM	\$	\$
12.	Thermoplastic, Standard-Open Graded Asphalt Surfaces 6" White 10'-30' Skip	1.4	GM	\$	\$
13.	Thermoplastic, Standard-Open Graded Asphalt Surfaces 6" Yellow 6'-10' Skip	0.3	GM	\$	\$

14.	Thermoplastic Standard-Open Graded Asphalt Surfaces 6" Yellow 10'-30' Skip	0.5	GM	\$	\$
15.	Thermoplastic, Standard, White, Message or Symbol	14	EA	\$	\$
16.	Thermoplastic, Standard, White, Arrow	35	EA	\$	\$
17.	Reflective Pavement Markers (RPMs)	1	LS	\$	\$
18.	Replacing Existing Inlet Top, Closed Flume	22	EA	\$	\$
19.	Mill and Resurfacing, 1" AVG Depth	26,650	SY	\$	\$
20.	Pavement Removal	2,300	SY	\$	\$
21.	Removal of Concrete (Sidewalks, Driveways, Curbs and Aprons)	6,450	SY	\$	\$
22.	Adjust Utility Box	50	EA	\$	\$
23.	Relocation of Utilities	2	EA	\$	\$
24.	Adjust Manhole	2	EA	\$	\$
25.	Adjust Pedestrian Pole	3	EA	\$	\$
26.	Concrete Curb and Gutter, Type F	5,100	LF	\$	\$
27.	Concrete Curb Type D	1,900	LF	\$	\$
28.	Concrete Sidewalks and Driveways, 4" Thick	4,770	SY	\$	\$
29.	Concrete Sidewalks and Driveways, 6" Thick	2,000	SY	\$	\$
30.	ADA Ramps Single	23	EA	\$	\$
31.	ADA Ramps Double	10	EA	\$	\$

32.	Detectable Warning	810	SF	\$	\$
33.	Drop Curb	3,250	LF	\$	\$
34.	Painted Pavement Markings, Durable Paint, Yellow, Island Nose	44	SF	\$	\$
35.	Replace Existing Curb Inlet Top, Frame & Grate	22	EA	\$	\$
36.	Rectangular Rapid Flash Beacon Four Lanes w/ Installation	1	EA	\$	\$
37.	In-Roadway Lights Four Lanes w/ Installation	1	EA	\$	\$
38.	Single Post Sign, F&I Ground Mount, Up To 12 SF	2	AS	\$	\$

	Subtotal:	\$
--	------------------	----

IV.	Planting				
39.	Sabal Palm	2	EA	\$	\$
40.	Florida Thatch Palm	5	EA	\$	\$
41.	Perennial Peanut	380	SY	\$	\$

	Subtotal:	\$
--	------------------	----

Total Construction Cost:	\$
---------------------------------	----

TOTAL BASE BID PRICE WRITTEN	DATE
-------------------------------------	-------------

CONTRACTOR NAME

BIDDER'S AFFIDAVIT

The undersigned Bidder has carefully examined the Bidding Documents and the site of the proposed work. The Bidder is familiar with the nature and extent of the work and any local conditions or criteria dictated by the construction standards of the Florida Department of Transportation that may in any manner affect the work to be done.

The undersigned Bidder agrees to do all the work and furnish all materials called for by the Bidding Documents. Bidder further agrees that payments will be made on the basis of actual quantities placed and accepted in the construction.

The undersigned Bidder agrees to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of: **NE 26TH STREET ROADWAY IMPROVEMENTS PROJECT**, located in CITY OF WILTON MANORS, FLORIDA.

Company Name:

Bidder's Name: _____

Bidder's Email: _____

Bidder's Title: _____

Bidder's Signature: _____

ATTEST:

Secretary

Corporate Principal

Business Address

By: _____
Affix Corporate Seal

Official Title (President)

ATTEST:

Secretary

Corporate Surety

Address

Business Address

Official Title (President)

ATTEST:

Secretary

Corporate Surety

Address

Business Address

By: _____
Affix Corporate Seal

Official Title

Name of Local Insurance Agency

Business Address

DAMAGES FORM
BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CITY OF WILTON MANORS
2020 Wilton Drive
Wilton Manors, Florida 33005

BID

BID DUE DATE: _____

PROJECT (Brief Description including Location):

NE 26TH STREET ROADWAY IMPROVEMENTS PROJECT

BOND

BOND NUMBER: _____ DATE: _____

(Not later than Bid Due Date): _____ PENAL _____

SUM: Five Percent (5%) Bid Amount

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal) _____(Seal)
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: _____

By: _____

Signature and Title

Signature and Title
(Attach Power of Attorney)

Attest: _____

Attest: _____

Signature and Title

Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1.0 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's bid and the total amount of the bid of the next lowest, responsible and responsive bidder as determined by Owner for the Work required by the Contract Documents, provided that:

- 1.1. If there is no such next lowest, responsible and responsive bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2.0 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3.0 This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
- 3.2. All bids are rejected by Owner, or
- 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (for any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4.0 Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which

notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.0 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6.0 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

7.0 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8.0 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.0 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10.0 This bond is intended to conform to all applicable statutory requirements. Any applicable requirements of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11.0 The term "bid" as used herein includes a bid, offer, or proposal as applicable.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1.0 This sworn statement is submitted to THE CITY OF WILTON MANORS, FLORIDA
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2.0 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 or with an agency or political subdivision of any other state or of 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.

3.0 I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4.0 I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- 4.1. A predecessor or successor of a person convicted of a public entity crime; or
- 4.2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5.0 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 any 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.

6.0 Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ (month), _____ (year),
by _____ (name of person) as _____ (type of authority e.g. officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed).

_____ (Signature of Notary Public - State of Florida)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

____ Personally Known
____ Produced Identification
Type of Identification Produced _____

TRENCH SAFETY FORM

This form must be completed and signed by the Bidder. Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. sec., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder, by signing and submitting the bid, assures that the Bidder will perform trench excavations in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance

Amount: _____ Total: \$ _____

Bidder acknowledges that this amount is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review and assess all safety precautions, programs and costs, and the means, methods, techniques or technique adequacy, reasonableness of cost, sequences and procedures of any safety precaution, including, but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, responsible to determine any safety or safety related standards that apply to the project.

Witness Signature

Bidder Signature

Witness Printed Name

Printed Name

Witness Address

Title

Date

Date

BIDDERS QUALIFICATION FORM

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a General Contractor?

2. What is the last project of this nature you have completed?

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

4. Name three individuals or corporations for which you have performed work and to which you refer:

5. List the following information concerning all contracts on hand as of the date of submission of this proposal: (In case of co-venture, list the information for all co-ventures).

NAME OF PROJECT OWNER	TOTAL CONTRACT VALUE	CONTRACTED DATE OF COMPLETION	% COMPLETION TO DATE

6. Have you personally inspected the proposed work and have you a complete plan for its performance?

7. Will you sublet any part of this work? If so, please list subcontractors in Document 00430.

8. What equipment do you own that is available for the work?

9. What equipment will you purchase for the proposed work?

10. What equipment will you rent for the proposed work?

11. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary.)

12. State the true, exact, correct, and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (if a corporation, state the name of the President and Secretary. If a partnership, state the name of all the partners. If a trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary that this information be furnished.)

Correct Name of Bidder

(a) The business is a (Sole Proprietorship) (Partnership) (Corporation)

(b) The address of principal place of business is

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Bidder

Have you made a site visit? _____ Yes, _____ No

How soon after award can you begin work? _____ Days.

Provide a minimum of TEN references for whom, you have performed *similar* work: (Fill in ALL fields and **PRINT Clearly)**

(1) Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(2) Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(3) Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(4) Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(5) Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(6) Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(7) Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(8) Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(9) Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(10) Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

Number of years of experience the Bidder has had in providing similar services: _____ Years

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

List any licenses, permits or certifications, etc., you hold for performing this type of work:

How did you hear about the ITB? Indicate if it was via the City’s website, internet search, DemandStar, newspapers, email, etc. The City of Wilton Manors is always looking for ways to improve its services.

The Bidder understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the Bidder to be true. The Bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Bidder, as may be required by the City.

Please review the Bidder Proposal Page to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

CHECK LIST:

- HAVE YOU INCLUDED FOUR (4) COPIES OF YOUR BID?
- HAVE YOU INCLUDED AN ELECTRONIC/DIGITAL COPY ON A FLASH/JUMP DRIVE?
- ARE ALL SPACES FILLED IN ON THE BIDDERS PROPOSAL PAGE?
- HAVE YOU INCLUDED ALL TEN (10) REFERENCES AND PRINTED CLEARLY?
- HAVE YOU INCLUDED COPIES OF RELATED CERTIFICATIONS, BUSINESS LICENSE AND TAX RECEIPT?
- HAVE YOU INCLUDE A COPY OF YOUR CERTIFICATE OF LIABILITY INSURANCE?
- ARE ATTACHMENTS A–I FILLED OUT AND SUBMITTED WITH YOUR PROPOSAL?
- HAVE YOU INCLUDED BROWARD COUNTY’S LETTER OF INTENT LISTING ALL CERTIFIED CBE FIRMS?

ATTACHMENT A

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Wilton Manors. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Wilton Manors that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Wilton Manors will accept MWBE certifications from Broward County and any State of Florida certification.

Further, City Code Section 2-269 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By:

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ (month), _____ (year),
by _____ (name of person) as _____ (type of authority e.g. officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed).

{00623217.1 2976-9902466 }

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

___ Personally Known
___ Produced Identification
Type of Identification Produced _____

ATTACHMENT B

DOMESTIC PARTNERSHIP CERTIFICATION FORM

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall abide by the provisions of the City of Wilton Manors Code Section 2-268(v) in any activities or delivery of services under any agreement it enters into with the City of Wilton Manors.

The City of Wilton Manors Code Section 2-268(v) (see attached), establishes a Domestic Partner Benefits Requirement as described below:

“Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more (“Covered Contracts”), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.”

By:

Title: _____

Company: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ (month), _____ (year),
by _____ (name of person) as _____ (type of authority e.g. officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed).

{00623217.1 2976-9902466 }

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

___ Personally Known
___ Produced Identification
Type of Identification Produced _____

CITY OF WILTON MANORS, FLORIDA

ORDINANCE NO. 2013 – 0013

(Excerpt – Section 3, “Domestic Partner Benefits Requirement”)

Effective October 1, 2013

Section 3: Section 2-58 of the Code of Ordinances is amended by creating Subsection (v) as follows:

Section 2-58(v).

1. For purposes of this Section, the following definitions shall apply:

Domestic Partner shall mean any two (2) adults of the same or opposite sex, who have registered as domestic partners with Broward County, or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one (1) of the domestic partners. A Contractor (as hereinafter defined) may institute an internal registry to allow for the provision of equal benefits to employees with a domestic partner who does not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by Broward County, Florida.

Cash equivalent shall mean the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee’s Domestic Partner. The cash equivalent is equal to the employer’s direct expense of providing benefits to an employee for his or her spouse.

Competent to contract shall mean the two partners are mentally competent to contract.

Dependent shall mean a person who lives within the household of a domestic partnership and is:

- (1) A biological child or adopted child of a domestic partner; or
- (2) A dependent as defined under IRS regulations; or
- (3) A ward of a domestic partner as determined in a guardianship proceeding.

Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more (“Covered Contracts”), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. The Domestic Partner Benefits Requirement will be included in solicitations. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.

Equal Benefits means the equality of benefits between employees with spouses and/or dependents of spouses and employees with Domestic Partners and/or dependents of Domestic Partners, and/or between spouses of employees and/or dependents of spouses and Domestic Partners of employees and/or dependents of Domestic Partners.

2. **Equal Benefits Requirements.**

- A. All solicitations for Covered Contracts which are advertised shall include the requirement

to provide equal benefits in the procurement specifications.

- B. As part of the solicitation response, the Contractor shall certify that the Contractor:
 - 1. Currently complies with the conditions of this Section; or
 - 2. Will comply with the conditions of this Section at time of contract award; or
 - 3. Will not comply with the conditions of this Section at time of contract award; or
 - 4. Does not need to comply with the conditions of this Section because of allowable exemption.

The certification shall be in writing and signed by an authorized officer of the Contractor.

3. Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this Section by providing the Domestic Partnership Certification Form.

4. Exception and Waiver. The provisions of this Section shall not apply where:

- A. The Contractor does not provide benefits to the spouse of an employee or the dependents of employee's spouse.
- B. The Contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with, a religious organization, association or society.
- C. The Contractor is a governmental entity.
- D. The Contract is for the sale or lease of property.
- E. The Covered Contract is necessary to respond to an emergency.
- F. The provisions of this Section would violate grant requirements.
- G. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them.
- H. Upon a majority vote, the City Commission may waive compliance of this Section under the following circumstances:
 - 1. Where only one (1) solicitation response is received;
 - 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this Section; or
 - 3. Where the cost of the Bid, as submitted by the lowest responsive bidder which complies with the requirements of this Section, would be at least five percent (5%) greater than the lowest responsive bid submitted by the bidder which does not comply with the requirements of this Section but would otherwise have been responsive if compliance with this Section would not have been listed as a requirement in the Bid specifications.
- I. In fiscal Year 2014, for a Covered Contract with a Contractor who provides reasonable assurances that the Contractor will provide benefits to employees' Domestic Partners in Fiscal Year 2014.

5. Grandfather. It is the intention of the City Commission that Contractors with existing contracts with the City be exempt from the application of this Ordinance until such contracts are renewed or amended.

NON-DEBARMENT AFFIDAVIT

_____ Being first duly sworn, deposes and says that:

He/She is _____ of _____ the Proposer (“Respondent”) that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

_____ Check here if an explanation is attached to this affidavit.

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ (month), _____ (year), by _____ (name of person) as _____ (type of authority e.g. officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

___ Personally Known

___ Produced Identification

Type of Identification Produced _____

ATTACHMENT D

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

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

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

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached proposal to be considered.

ATTACHMENT E

State of _____)

NON-COLLUSIVE AFFIDAVIT

County of _____)

_____ being first duly sworn deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____

Title: _____

Company: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ (month), _____ (year), by _____ (name of person) as _____ (type of authority e.g. officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

____ Personally Known

____ Produced Identification

Type of Identification Produced

ATTACHMENT F

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

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

certify that _____ does not:
Company 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 are 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.

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

PRINT NAME

TITLE

SIGNATURE

ATTACHMENT G

E-VERIFY FORM FOR ALL SOLICITATIONS:

CITY OF WILTON MANORS

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: _____

Project No.: _____

Contractor certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

(a) Contractor and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor.

(b) If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. If the City, Contractor, or subcontractor has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If the City terminates a contract with a Contractor under this paragraph, the Contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A Contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.

(d) The City, Contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

Contractor Name

_____ Printed Name

Contractor Authorized Representative

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ (month), _____ (year),

by _____ (name of person) as _____ (type of authority e.g. officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known

Produced Identification

Type of Identification Produced _____

Must be executed and returned with attached proposal to be considered.

ATTACHMENT H
AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
CITY OF WILTON MANORS

TO BE RETURNED WITH PROPOSAL/BID

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

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

(SEAL)

NOTARY PUBLIC, STATE OF _____

ATTACHMENT I
AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an adult resident of the State of Florida.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: _____, 20 _____

ENTITY: _____ NAME: _____

TITLE: _____

STATE OF FLORIDA

COUNTY OF _____

SWORN TO (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____ 20____, by _____ in his/her capacity as _____ for _____ (name of Entity).

NOTARY PUBLIC

____ Personally Known OR

____ Produced Identification

Type of Identification Produced

END OF SECTION

PART A – BIDDING REQUIREMENTS & GENERAL INFORMATION

Section D – Office of Economic and Small Business Development County

Business Enterprises (CBE) Requirements

Goal Participation: This solicitation includes the following Broward County certified County Business Enterprises (CBE) goal: 40% CBE Goal.

Vendors/firms must follow the instructions included in the **Office of Economic and Small Business Development Requirements** section and submit all required forms and information as instructed.

- A.** On September 25, 2018 (Item No. 69), the Board of County Commissioners of Broward County, Florida, (County Commission) adopted a forty percent (40%) County Business Enterprise Program (CBE) participation goal for projects funded with proceeds from the transportation surtax. The project that is the subject of this solicitation will be funded with proceeds from the transportation surtax. Therefore, the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances, as amended (the “Business Opportunity Act” or “CBE Program”), is applicable to this solicitation and the contract that will result from this solicitation. All vendors/firms responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this contract.
- B.** The Broward County Office of Economic and Small Business Development (OESBD) has established the CBE participation goal for this project based upon the proposed scope of services/work for the project. Potential alternate/additional scopes of services/work, optional services and allowances were not considered by OESBD when the CBE participation goal for this project was established. If the Municipality subsequently chooses to authorize any alternate/additional scopes of services/work, optional services and/or allowances, that are determined by OESBD and the Contract Administrator to be funded with proceeds from the transportation surtax, OESBD may apply the established CBE participation goal to the alternate/additional services/work, optional services, and/or allowances. In such an instance, the Municipality will issue a written notice to the successful vendor/firm that the CBE participation goal will also apply to the alternate/additional services/work and/or allowances. The selected vendor/firm shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by vendor/firm to submit the required forms regarding CBE participation may result in the rejection of vendor’s/firm’s solicitation submittal.
- C.** CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility (or the Municipality’s equivalent); vendors/firms should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the vendor’s/firm’s solicitation submittal, then vendor/firm must supply the required forms and information no later than three (3) business days after receipt of a request from OESBD. Vendor/firm may be deemed non-responsible (or the Municipality’s equivalent) for failure to fully comply with CBE Program Requirements within these stated timeframes.

1. **Vendor/firm should include in its solicitation submittal a letter of intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal.** The form is available at the following link and an image is provided at the end of this section:
<https://www.broward.org/EconDev/SmallBusiness/Documents/SurtaxProjectsServicesIntent.pdf>
 2. If vendor/firm is unable to attain the CBE participation goal, vendor/firm should include in its solicitation submittal an Application for Evaluation of Good Faith Efforts and all required supporting information. The form is available at the following link:
<https://www.broward.org/EconDev/SmallBusiness/Documents/GoodFaithEffortsEvaluation.pdf>
- D. OESBD maintains an online directory of CBE firms. The online directory is available for use by vendors/firms at
<https://www.broward.org/EconDev/DoingBusiness/Pages/CertifiedFirmDirectories.aspx>.
- E. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <https://www.broward.org/EconDev/Pages/localcertificationprograms.aspx>
- F. If awarded the contract, vendor/firm agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract including, but not limited to, the following:
1. Vendor/firm may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
 2. All entities that seek to conduct business with the Municipality, including vendor/firm or any Prime Contractors, Subcontractors, and Bidders, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.
 3. If vendor/firm fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), then Vendor shall pay the Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1- 81.7, Broward County Code of Ordinances.
 4. Vendor/firm shall comply with all applicable requirements of the Business Opportunity Act in the award of the contract. Failure by vendor/firm to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the

Municipality to terminate the contract or to exercise any other remedy provided under the contract or other applicable laws, with all such remedies being cumulative.

5. Vendor/firm shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the Municipality, for all completed subcontracted work and supplies. If vendor/firm withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the Municipality.

1. Vendor/firm understands that the Municipality and County will monitor vendor's/firm's compliance with the CBE Program requirements. Vendor/firm must provide the Municipality with a Monthly Utilization Report (MUR) by the 10th of each month to confirm its compliance with the Commitment agreed to in the contract; MURs can be submitted and online through the Broward County's iContractsCentral application, at the following webpage: <https://www.broward.org/Purchasing/Pages/icontractscentral.aspx>. Timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the Municipality's payment of vendor/firm under the contract.

G. Workforce Investment Program. The Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code ("Workforce Investment Program") is applicable to this solicitation. Vendor/firm affirms it is aware of the requirements of the Workforce Investment Program. If awarded the contract, vendor/firm agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth the Workforce Investment Program, including by

- (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of the agreement that results from this solicitation (whether those vacancies are with the vendor/firm or its subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and
- (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of the agreement that results from this solicitation. Until at least one year after the conclusion of the agreement, vendor/firm will be required to maintain and make available to the Municipality and the County upon request all records documenting vendor/firm's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Municipality and the County's Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of the agreement.

Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of the agreement.



**SURTAX PROJECTS AND SERVICES (MUNICIPALITY)
LETTER OF INTENT
BETWEEN BIDDER/OFFEROR AND
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER**

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performed with your own forces.

Municipality (City/Town/Village): _____

Solicitation No.: _____ **Project Title:** _____

Bidder/Offeror Name: _____

Address: _____ City: _____ State: ____ Zip: _____

Authorized Representative: _____

Phone: _____ Email: _____

CBE Firm/Supplier Name: _____

Address: _____ City: _____ State: ____ Zip: _____

Authorized Representative: _____

Phone: _____ Email: _____

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

WORK TO BE PERFORMED BY CBE FIRM(S)

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature: _____ Title: _____ Date: _____

Bidder/Offeror Authorized Representative

Signature: _____ Title: _____ Date: _____

¹ Visit <https://www.census.gov/eos/www/naics/> to search and identify the correct NAICS codes. Match each type of work with the most appropriate NAICS code.

² To be provided only when the solicitation requires that the bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.