



**INVITATION TO BID (ITB)**

**REMOTE STRUCTURE CONCRETE INSTALLATION FOR MCNAB ROAD**

**ITB #20-03-391**

March 30, 2020

City of North Lauderdale  
701 SW 71<sup>st</sup> Avenue  
North Lauderdale, FL 33068  
954-722-0900



## INVITATION TO BID (ITB)

Proposal documents and Addenda are available on the City of North Lauderdale website at [www.nlauderdale.org](http://www.nlauderdale.org) and DemandStar at [www.demandstar.com](http://www.demandstar.com)

<b>ITB NUMBER:</b>	<b>20-03-391</b>
<b>ITB TITLE:</b>	<b>REMOTE STRUCTURE CONCRETE INSTALLATION For MCNAB ROAD</b>
<b>RELEASE DATES/TIME:</b>	<b>MONDAY, MARCH 30, 2020 BY 12:00 PM EST</b>
<b>MANDATORY PRE-BID MEETING:</b>	<b>TUESDAY , APRIL 9, 2020 @ 10:00 AM EST</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>THURSDAY , APRIL 16, 2020 @ 2:00 PM EST</b>
<b>ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:</b>	<b>WEDNESDAY , April 22, 2020 @ 10:00 AM EST</b>
<b>ITB REPOSE DUE DATE/TIME:</b>	<b>THURSDAY APRIL 30, 2020 @ 2:00 PM EST</b>
<b>RECOMMENDATION FOR AWARD:</b>	<b>TUESDAY, MAY 12, 2020 @ 6:00 PM EST</b>
<b>DIRECT ALL INQUIRES TO:</b>	<b>James Williams Purchasing Manager Phone: (954) 597-4769 Email: <a href="mailto:jwilliams@nlauderdale.org">jwilliams@nlauderdale.org</a></b>
<b>PROPOSAL DELIVERY &amp; PROPOSAL OPENING LOCATION:</b>	<b>City of North Lauderdale Office of the City Clerk 701 SW 71<sup>st</sup> Avenue, 2<sup>nd</sup> Floor North Lauderdale, FL 33068</b>

**\*Dates in this schedule may be amended by the City in its sole discretion and no rights shall accrue to any Proposer due to such amendment. Proposers may not rely on dates after Due Date and Time until confirmed by the City.**

**MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:** The City of North Lauderdale, in accordance with the requirements as stated in C.F.R. 200.321, encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible either as prime contractors or subcontractors.

**LOCAL VENDORS:** The City of North Lauderdale encourages the active participation by local vendors. This procurement will qualify for Local Vendor Preference in accordance with Section 3-12 of the City's Code of Ordinances.

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



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

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

**CONE OF SILENCE NOTICE:** Proposers are hereby notified that this Solicitation is subject to a “Cone of Silence” pursuant to Section 3-7 of the City Code of Ordinances.

A Cone of Silence means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Letters of Interest (RLI), proposal or other competitive solicitation governed by Chapter 3 of the Code of Ordinances for a purchase governed by Chapter 3 of the Code of Ordinances between:

1. Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
2. Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. For purposes of this section, Vendor's Representative means an employee, partner, officer, or director of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The cone of silence shall terminate at the time the city awards or approves a contract, votes to reject all proposals or responses, or otherwise takes action which ends the solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation or other procurement process. If a cone of silence is imposed for a competitive solicitation but the solicitation is not issued, the cone of silence shall terminate upon a final determination by the Purchasing Division that the solicitation will not be issued. When a cone of silence is terminated, public notice of the termination shall be posted.



# **TABLE OF CONTENTS**

<b>1. INTRODUCTION</b>	<b>5</b>
<b>2. SCOPE OF WORK</b>	<b>5</b>
<b>3. MANDATORY PRE- BID/SITE-VISIT MEETING</b>	<b>5</b>
<b>4. QUESTIONS AND ADDENDA</b>	<b>5</b>
<b>5. BONDS</b>	<b>6</b>
<b>6. MINIMUM REQUIREMENTS</b>	<b>6</b>
<b>7. SPECIFICATIONS</b>	<b>6</b>
<b>9. PROJECT BUDGET</b>	<b>8</b>
<b>10. INSURANCE</b>	<b>8</b>
<b>11. GENERAL CONDITIONS</b>	<b>10</b>
<b>12. PROPOSAL SUBMISSION</b>	<b>17</b>
<b>13. PROPOSAL PRICING FORM INFORMATION</b>	<b>19</b>
<b>14. PROPOSAL SUBMITTAL CHECKLIST</b>	<b>20</b>
<b>15. REFERENCE EXHIBIT A</b>	<b>21</b>



## **1. INTRODUCTION**

The City of North Lauderdale, herein after referred to as “the City”, is seeking proposals from qualified and licensed Florida “Contractor”, for installation of concrete aprons for McNab Road in the City of North Lauderdale.

## **2. SCOPE OF WORK**

This specification covers the installation of a concrete apron structure along the City’s barrier wall adjacent to McNab Road. The sections are from Rock Island Road east to 68<sup>th</sup> Avenue and continuing east from 68<sup>th</sup> Avenue to the State Road 7 overpass. The contractor will be responsible for excavating and disposing of the existing soil and vegetation, grading, compacting, installation of approximately 5280 linear feet of 3000 psi concrete and Maintenance of Traffic for the worksite.

## **3. MANDATORY PRE- BID/SITE-VISIT MEETING**

A Mandatory Pre-Bid/Site Visit Meeting will be held on Tuesday, April 9, 2020 @ 10:00 AM EST, at The City of North Lauderdale, Location Corner of SW 68 th Street and South of McNab Road, North Lauderdale, Florida 33068-2395 . All interested Contractors must attend this meeting. Proposals received bidders who failed to attend the mandatory Pre-Bid Meeting will not be opened. Contractors should be prepared to take any additional measurements as they review the site. All interested bidders MUST sign a waiver if North Lauderdale City equipment will be used. Bidders will park along the road for this event. All Contractors are required to make a reservation for this meeting prior to attending by sending an email to James Williams at [jwilliams@nlauderdale.org](mailto:jwilliams@nlauderdale.org), in order to be compliant: with the Center for Disease Prevention (CDC), SOCIAL DISTANCING requirement of avoiding gathering of more than 10 people. Please note no more than 10 people will be allowed in the meeting at one time. Staff will conduct additional meetings if needed for all bidders who made a reservation for this meeting.

The City of North Lauderdale,  
Location Corner of SW 68 th Street and South of McNab Road,  
North Lauderdale, Florida 33068-2395

## **4. QUESTIONS AND ADDENDA**

It is the Contractor’s responsibility to submit written questions or request clarification for items included in this solicitation, via email to the contact person listed on Page 2, by **Tuesday, April 16, 2020 @ 10:00 AM EST**. All questions and/or request for clarification will be reviewed by the City, and answered in the form of an addendum, which will be released via the [www.DemandStar.com](http://www.DemandStar.com) and the City’s website. Acknowledgement of Addenda is required. Any addenda or answers to written questions supplied by the City to participating firms become part of this solicitation and the resulting contract. Failure to complete the “Addenda Acknowledgement” form herein may result in your proposal submission being deemed non-responsive.



## 5. BONDS

- A 5% Proposal Bond is not required with the proposal submittal.
- A 100% Performance Bond is not required.
- A 100% Payment Bond is not required.

## 6. MINIMUM REQUIREMENTS

In order to be deemed a responsible proposer, Contractors must meet the following minimum requirements:

### **LICENSURE**

- 1) Contractor shall possess and provide a copy of a current and valid occupational license/business tax receipt issued for the type of services being performed.
- 2) Contractor shall possess and provide copies of professional licenses.

## 7. SPECIFICATIONS

### **SITE:**

The attached location map in bid document and site pictures, Exhibit A, show the estimated quantity of usage for this project site to be approximately 5280 linear feet of 3000 psi concrete. It is the sole responsibility of the contractor to visit the site and familiarize themselves with the location and conditions prior to submitting a bid. The quantities for bidding purposes shall be a unit of measure of 5280 linear feet of 3000 psi concrete. The CITY reserves the right to add or delete based upon the needs of the City.

### **Underground Conflicts:**

It is the sole responsibility of the contractor to perform due diligence and confirm there are no Utility conflicts within the project area and must do so by contacting 811 and the appropriate entities.

### **EQUIPMENT, MATERIALS, and SUPPLIES**

The successful bidder will be responsible for supplying all labor, equipment, materials, and supplies necessary to complete the project in a professional and timely manner.

**SITE PREP:** Contractor is responsible for excavating the existing vegetation, debris and soil at the site at a minimum depth of 4 inches. Special care must be taken not to damage the surrounding structures and its foundation. Contractor shall remove all excavated material. Due to the location of this project all excavated material must be immediately removed from the site. Contractor will then install a sub base if needed, grade and compact the remaining soil. Contractor will then install all forms necessary to keep the concrete in place for a successful finish.

**INSTALLATION:** Contractor shall provide and install 3000 psi concrete mixture in accordance with ASTM C150 TYPE I specifications for the entire length of the site at a minimum depth of 4 inches from the curbing up to the wall structure, ensuring to cover all gaps for the entire length of the project site (approximately 5280 linear feet). Contractor will then grade and broom finish the poured concrete.

**COMPLETION:** Contractor is responsible for removal of all forms and must test the finished concrete product to ensure that it is sufficiently set before removing. Contractor must leave site free and clear of all debris or trash.



## INSPECTIONS

The project manager for this project will be assigned by the City of North Lauderdale's Public Works/Utilities Director. This person will be responsible for all inspections. Inspections are required after each phase and must be passed prior to moving forward.

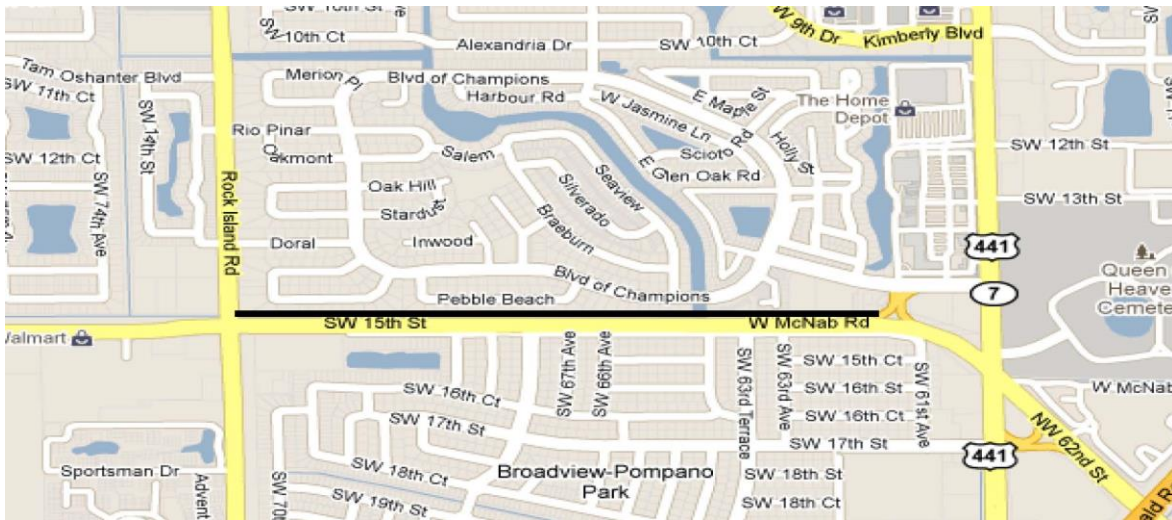
## Maintenance of Traffic:

The Contractor shall be responsible for the setup of a Maintenance of Traffic Plan (MOT) which must be approved by the City prior to the start of the project; therefore they must familiarize themselves with the site's traffic conditions in order to submit accurate pricing for the MOT prior to bid submittal.

## LOCATIONS

The following location map shows the approximate length of the project site.. It is the responsibility of the contractor to visit the location and familiarize themselves with the locations and conditions prior to submitting a bid. The quantities are estimated and the CITY reserves the right to add or delete based upon the needs of the City.

McNab Road (east bound) – Rock Island Road to 441 Bridge approximate length 5,280 Linear Square Feet.





**8. PROJECT TIMELINE**

Purchase and delivery of items under the statement of work shall be within ninety (90) calendar days from City’s issuance of the Notice to Proceed or purchase order date.

**9. PROJECT BUDGET**

There is no specified budget for this project..

**10. INSURANCE**

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

Responder shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

Yes    No  
X    \_\_\_    Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

- A. Bodily Injury:
  - a. Each occurrence                    \$1,000,000
  - b. Annual aggregate                    \$1,000,000
  
- B. Property Damage:
  - a. Each occurrence                    \$1,000,000
  - b. Annual aggregate                    \$1,000,000
  
- C. Personal Injury:
  - a. Annual aggregate                    \$1,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

**The City of North Lauderdale must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**





Yes  No   
X Workers' Compensation and Employers' Liability Insurance covering all employees and/or volunteers of the Responder engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the Responder shall require the subconsultants similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Responder. Coverage for the Responder and all subconsultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers' Liability: Coverage B \$100,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$100,000 Disease – Each Employee

If Responder claims to be exempt from this requirement, Consultant shall provide City proof of such exemption along with a written request for City to exempt Responder, written on Responder's letterhead.

Yes  No   
Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$2,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes  No   
Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under the Agreement with a combined single limit liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

Yes  No   
X \_\_\_\_\_ If Responder requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the City, coverage shall include Bodily Injury Limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.



## 11. GENERAL CONDITIONS

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

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

If selected for a project, all proposers must perform to the satisfaction of the City prior to being considered for award of additional contracts. Proposers whose performance is unsatisfactory shall be subject to debarment or suspension.

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

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

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

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

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

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

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



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

The Proposer must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the Contractor shall be paid at the Proposer's expense.
14. **LICENSE OF PROPOSERS** - All proposers must hold and submit with their proposal response (and maintain same throughout the duration of the contract) a current valid Certificate for General Building/Engineering or Specialty Trade Contracting, etc. for the types of work covered by the Contract, where applicable.



- 15. LICENSE FOR TRADES** - Proposer(s) must be licensed in accordance with the provisions of the Code of Broward County and Florida State Statute (Occupational/Business and Contractor). The Proposer may be required to provide proof of licensing prior to being pre-qualified under the Contract. All employees supplied by the Contractor must carry their certification cards, if certification is required for the type of Work being performed.
- 16. CONTRACT/AGREEMENT** – The proposer to whom award is made shall execute a written contract to provide the service and maintain the same in good repair until final acceptance by the proper authorities within ten (10) days after receiving such contract for execution. If the proposer to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest proposer who is reliable and responsible in the opinion of the City. Such proposer shall fulfill every stipulation as if it were the original party to whom award was made. The contract shall provide that the Contractor agrees to correct any defective or faulty work or material which may appear within one (1) year after completion of the work and receipt of the final payment.
- 17. INDEPENDENT CONTRACTOR** - The Contractor is engaged as an independent business and agrees to perform the Work in the manner of and as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold the City out as, nor claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

The Contractor's Staff Personnel shall not be employees of the City, and the Contractor alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in this Contract shall impose any liability or duty on the City on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency association, corporation, or organizations engaged by the Contractor as a(n) expert, consultant, independent contractor, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work place legislation of any kind and the Contractor hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.
- 18. HOURS OF WORK/DELIVERY** – All deliveries will be performed between the hours of 7:00 AM to 5:00 PM Monday through Friday. No work will be performed on Saturday unless approved by the City's Project Manager or authorized individual. Under no circumstance will work be performed on a Sunday and/or the City's observed Holiday(s).
- 19. PERFORMANCE** – The Proposer shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.
- 20. WORKMANSHIP AND MATERIALS** – All parts installed and materials used in performance of this contract shall be new and unused (of current design or manufacture). Salvage materials will not be allowed without the express consent of the City. All materials and workmanship shall be of the highest quality and shall conform to all applicable Building Codes, so as to ensure safe and functional operation. The City shall be the sole judge as to parts and workmanship.
- 21. LABOR, SUPERVISION, MATERIALS AND EQUIPMENT** – The Proposer shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, paper products, and other equipment necessary for satisfactory completion of all the services as specified in this RFP, unless otherwise specified.



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

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

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

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

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

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

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

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

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

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

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

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

**24. ENFORCEMENT OF SPECIFICATIONS** – Copies of the specifications shall be placed in the hands of the Director of Public Works/Utilities, who shall enforce every requirement of the contract. There will be no varying from the specifications.

**25. COPIES OF SPECIFICATIONS** – Copies of the specifications, details, and contract are on file in the City Clerk's Office of the City of North Lauderdale.

**26. MEASUREMENT AND PAYMENT** – Payment will be made monthly for all completed work, inspected, and properly invoiced in accordance with the Prompt Payment Act of Florida.



**27. SAFETY MEASURES** – Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.

All employees of Contractor shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The Contractor shall use only equipment that is fully operational and in safe operating order. Proposer shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity – work shall cease until it is safe to proceed.

**28. SAFETY AND TRAFFIC CONTROL** – It shall be the responsibility of the Contractor to maintain proper traffic control and safety precautions including, but not limited to, the use of barricades, flagman, and portable electric traffic control devices. No extra payment shall be made for providing the necessary traffic control. This necessary traffic control should be included in the proposal. Any questions regarding the requirements for traffic control shall be referred to the Director of Public Works/Utilities.

**29. OWNER MAY STOP THE WORK/REFUSE THE PRODUCT** – If the work performed by the contractor or product delivered by the contractor is deficient, contrary to the proposal documents or contract, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK or return the product, or any portion thereof, until the cause for such order has been eliminated; however, the right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.

**30. TERMINATION** – The contract described hereafter may be terminated by either party upon notice of three (3) days with written notice to the other party.

**31. CUSTOMER RELATIONS** – The Contractor, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

**32. APPLICATION FOR PROGRESS PAYMENT**

The contractor shall submit to the City for review, an Application for Payment on a AIA Documents filled out and signed by the contractor covering the work completed during the invoice period and accompanied by such supporting documentation as is required by the Contract Documents. Requests for payments (invoices) with supporting documentation should be submitted upon 100% completion of project. The vendor shall invoice and be paid in a lump sum; as long as the work is completed and inspected and approved to satisfaction requirements of the Public Works Department representative. for the City of North Lauderdale.

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

**34. PROPOSAL BOND** – 5% Proposal Bond is not required with the proposal submittal.

**35. PERFORMANCE & PAYMENT BOND** – 100% bond is not required for this solicitation.

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

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Responder to record the aforesaid payment and performance bonds in the public records of Broward County. Consultant shall be responsible to pay all recording costs.

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

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



### **38 EXCUSABLE INCLEMENT WEATHER DELAYS**

- A. The Contract Time will be extended for as many calendar days in excess of the average number of days of excusable inclement weather as defined in Paragraph entitled, "Excusable Inclement Weather Delays", as the CONTRACTOR is specifically required under the provisions of the Technical Specifications to suspend construction operations, or as many calendar days as the CONTRACTOR is prevented by excusable inclement weather , or conditions resulting immediately there from, from proceeding with at least 75 percent of the normal labor and equipment force engaged on the WORK.
- B. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the WORK is to be performed, or which could not have been reasonable anticipated by the CONTRACTOR, as determined from U.S. Weather Bureau records for the preceding 3-year period. No extensions of Contract Time will be allowed for any inclement weather that could reasonably have been predicted from such weather records.
- C. Should the CONTRACTOR prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, or the condition of the WORK prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the CONTRACTOR will not be charged for a working day whether or not conditions change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations
- D. The CONTRACTOR shall base its construction schedule upon the inclusion of the number of days of excusable inclement. No extension of the Contract Time due to excusable inclement weather will be considered until after the said number of days of excusable inclement weather has been reached. However, no reduction in Contract Time would be made if said number of days of excusable inclement weather is not reached.

### **39. LIQUIDATED DAMAGES**

The Contractor shall pay to the City, as damages for non-completion of the work within the time stipulated for its completion, as outlined in the terms of contract, above in **Terms of Contract** listed above. Liquidated damages shall be \$300.00 per day in excess of terms of contract.

- 40. PUBLIC RECORDS** - The City of North Lauderdale is public agency subject to Chapter 119, Florida Statutes. The Contractor will be required to comply with Florida's Public Records Law. Any resulting contract shall incorporate the following Public Records Provisions as required by Section 119.0701, Florida Statutes.

The Contractor shall:

- 1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat., or as otherwise provided by;
- 3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the; and
- 4. Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the

The failure of CONTRACTOR to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement, for which the CITY may terminate the Agreement.

- 41 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT** - During the performance of the work, the Consultant shall not discriminate against any person in its operations, activities or delivery of services. The Consultant shall affirmatively comply



with all applicable provisions of federal, state and local equal opportunity employment laws and shall not engage in or commit any discriminatory practices against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, 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.

**42. DEBARMENT AND SUSPENSION** – The City shall have the authority to debar or suspend vendors. Causes for debarment or suspension include the following:

- a. Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
- b. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
- c. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- d. Violation of city's contract provisions, which is regarded by the City Manager to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a city contract or to perform within the time limits provided in the city contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
- e. Debarment or suspension of the person or entity by any federal, state, or other governmental entity;
- f. False certification pursuant to debarment and suspension decisions; and/or Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the person or entity performing city contracts.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK





## **12. PROPOSAL SUBMISSION**

To facilitate the completeness of responses to this ITB, Responders are required to prepare their bid in accordance with the instructions outlined in this Section. Responders must respond in full to all ITB sections and follow the indicated ITB format (section numbering, and similar matters) in their bid. Failure to follow these instructions may result in rejection of the bid.

### **TAB A: FIRM QUALIFICATIONS**

1. Provide a general statement describing the types of services offered by the firm, location of main and branch offices, number of years in business, number of employees, and attach evidence of licenses and certification to perform the required services.
2. Outline the firm's experience with the specific work being requested by City. The firm should provide at least three (3) verifiable examples of projects of similar size and scope they completed including name of client, client contact information, description of project, project value and date project completed.
3. Provide names and experience of sub-contractors to be used by the firm (include names, contact information and services the individuals will provide to the City)

### **TAB B: FORMS**

The responder shall attach all fully completed and executed ITB Forms for Submittal as identified in Section 14 (FORMS FOR SUBMISSION) of this solicitation.



### **Submission Copies**

Submit sealed proposals, one (1) original, three (3) copies, and one (1) single PDF file on a flash drive, addressed to the City Clerk of the City of North Lauderdale. Each envelope should contain the following information:

- Proposer's Name and Return Address
- Solicitation Number – ITB #20-03-391
- Solicitation Title: REMOTE STRUCTURE CONCRETE INSTALLATION For MCNAB ROAD
- Solicitation Due Date and Time: ***April 30, 2020 @ 2:00 pm EST***

Although methods and means are always the responsibility of a contractor, proposers shall describe their techniques, equipment and sequencing of their operations with their proposals. Experience of providing similar services will be used in the evaluation of proposals by the City. Failure to submit the above requested information may be cause for rejection of your proposal.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



### 13. PROPOSAL PRICING FORM INFORMATION

#### Excel Form Instructions

This solicitation uses an Electronic Proposal Price Form in the format of a Microsoft Excel spreadsheet available as an attachment via DemandStar and on the City website.

Complete the Electronic Proposal Price Form by inserting **Vendor’s Name, Address and Contact Information** in the appropriate fields. This form has been designed to allow only the entry of requested information in the unlocked fields. For accuracy and convenience, the total will be calculated automatically. Recheck your entries prior to submission to ensure correct totals.

Once complete, print and click “SAVE AS” to save the file and include on your electronic submission of your proposal, flash drive (provided by proposer). **The electronic version (on the USB flash drive) and hard copies should be submitted with your solicitation submittal.**

REMOTE STRUCTURE CONCRETE INSTALLATION For MCNAB ROAD						
ITB 20-03-391						
Enter information in the yellow, unlocked cells.						
VENDOR'S NAME:						
VENDOR ADDRESS:						
CONTACT PERSON:						
PHONE:						
EMAIL:						
<p><b>THIS ELECTRONIC BID PRICE FORM MUST BE SUBMITTED WITH BID.</b>            PRICES SUBMITTED IN ANY OTHER FORM SHALL NOT BE ACCEPTED.            PLEASE PROVIDE DETAILED SPECIFICATIONS IN PRICING. BID PRICE MUST INCLUDE, BUT NOT LIMITED TO:</p> <ul style="list-style-type: none"> <li>- MATERIALS</li> <li>- LABOR</li> <li>- INSTALLATION</li> <li>- TRANSPORTATION</li> <li>- HARDWARE</li> <li>- DELIVERY FEE</li> </ul>						
<b>SAMPLE BID FORM</b>						
Item No.	Item Title	Unit	Est. Qu.	Unit Cost	Price	
1	Please provide the unit price for Concrete per Linear Square Feet	5280	EACH		\$	-
2	Installation Labor Hours		EACH		\$	-
3	Maintainence of Traffic				\$	-
4	Contingency (10%)				\$	-
<b>TOTAL</b>					\$	-
<b>Total (written out)</b>					\$	-
<p>Based on the total cost, award will be made to the lowest a responsive, and reponsible bidder in accordance with award structure of the ITB----- . Therefore, it is necessary for a bidder to bid on every item in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each item meets the specifications as indicated. In the event that one item does not meet such specifications, the bid will be disqualified for that specific group.</p> <p>To meet the demands of and in the best interest of the City, a secondary award will be made to the next lowest, responsive and responsible bidder meeting the specifications, terms and conditions outlined in the solicitation.</p>						

If you need assistance in obtaining or completing the Electronic Proposal Price Form, you may contact the Purchasing Division at (954) 597-4769.



## 14. **PROPOSAL SUBMITTAL CHECKLIST**

In order to assure that your proposal complies with proposal requirements, the following items (forms and documentation) are required. Please verify that the following items are included in your solicitation submission. Additional or supporting forms/items may be required under the terms of this solicitation. It is the Contractor responsibility to read and understand all provisions.

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

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

- Proposal Submission Tabs (A and B from Section 12)
- One (1) Original Proposal (mark for differentiation)
- Three (3) Copies of Proposal (mark for differentiation)
- One (1) Electronic Copy of Proposal on **Flash Drive** (CDs will not be accepted)
- Vendor Contact Summary Form
- Addenda Acknowledgment Form
- Electronic Proposal Form for Pricing
- Client References Form
- Reference Check Surveys
- Qualification Statement – 4 Pages
- Public Entity Crimes Form – 3 Pages
- Non-Collusive Affidavit – 2 Pages
- Offeror's Certification
- Scrutinized Vendor Certification – 2 Pages
- Local Vendor Preference Certification
- Proof of Required Insurances
- Proof of Required Licenses and/or Certifications

**\*Please check [www.demandstar.com](http://www.demandstar.com) or City website for addenda and changes before submitting final proposal\***



15.

**REFERENCE EXHIBIT A**

Please refer to separately attached Exhibits A for additional detailed information.