



**City of Lake Worth**  
**FINANCE OFFICE**

**INVITATION FOR BID**

**IFB NO. 16-107**

**BUILDING PORCH ENCLOSURE**

**Bid Submission Deadline**

**Day/ Date:** **Thursday, March 3, 2016**  
**Time:** **3:00 PM**  
**Location:** Finance Office  
7 North Dixie Highway – 2<sup>nd</sup> Floor  
Lake Worth, FL 33460

**Pre-Bid Meeting**

**Day/ Date:** **Tuesday, February 9, 2016**  
**Time:** **10:00 am**  
**Location:** 1900 Second Avenue North  
Lake Worth, Florida 33461



**FINANCE OFFICE**  
7 North Dixie Highway  
Lake Worth, FL 33360  
TEL: 561-586-1651

**INVITATION FOR BID**  
**IFB #16-107**

## **BUILDING PORCH ENCLOSURE**

The City of Lake Worth is soliciting bids from responsible and experienced general commercial contractors to provide permitting and construction services for a renovation/porch enclosure. The scope of work is generally described as follows: the enclosure of an existing 1,451 sq ft porch and renovation at 1900 Second Avenue North, City of Lake Worth Electric Utilities Building to be used as office space and storage for the Department of Community Sustainability.

**Bid documents may be downloaded at the City's website at: [www.LakeWorth.org](http://www.LakeWorth.org).** Hard copies of bid documents may also be acquired from the Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00PM on Thursday, March 3, 2016**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Finance Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

**Pre-Bid meeting is scheduled for Tuesday, February 9, 2016 at 10:00 AM at 1900 Second Avenue North, Lake Worth, Florida 33461.**

All bids must be delivered or mailed to:

City of Lake Worth, Finance Office – 2<sup>nd</sup> Floor  
7 North Dixie Hwy.  
Lake Worth, FL 33460

**ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID # 16-107.**

  
\_\_\_\_\_  
Hirut Darge, Purchasing Agent

PUBLISH: West Palm Beach Post  
January 31, 2016

**SECTION 1 – SCOPE OF WORK****IFB 16-107****BUILDING PORCH ENCLOSURE**

The City of Lake Worth is soliciting bids from responsible and experienced general commercial contractors to provide permitting and construction services for an approximately 1,450 sq ft porch enclosure to be used as general office space. The scope of work is generally described as follows: the enclosure of an existing porch area on the north side of the Electric Utilities Department Building as 1900 Second Avenue North, Lake Worth to provide additional office space for the Department of Community Sustainability. The work involves structural, mechanical, electrical and plumbing trades. A more detailed scope of work, the specifications, and the drawings are attached and incorporated into to this Invitation For Bid (IFB) as Exhibit "A".

All work shall be constructed in accordance with the City's design specifications and standards and in accordance with these bid documents which are available on the City's website at [www.lakeworth.org](http://www.lakeworth.org).

**END OF SECTION 1 – SCOPE OF WORK****TENTATIVE BID SCHEDULE**

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the City finds it necessary to change any of these dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change at the City's discretion.

**ACTION****COMPLETION DATE****Pre-Bid Meeting****February 9, 2016 @ 10:00 AM**

Final Questions Due

February 15, 2016 (2:00 PM)

Addendum Published

February 18, 2016 (by 2:00 PM)

**Bid Due****March 3, 2016 (3:00 PM)**

## SECTION 2 – SPECIAL TERMS

1. **Pre-Bid Meeting.** Pre-Bid Meeting is scheduled at **10:00 am on Tuesday, February 9, 2016 at 1900 Second Avenue North, Lake Worth, Florida 33461**. This will be the only opportunity for bidders to ask questions and seek any clarification concerning the project.

2. **Time of Completion and Liquidated Damages.** The work to be performed under this IFB shall commence on the date of Notice to Proceed. The work shall be substantially completed **within ninety (90)** calendar days after the date of such notice, and fully completed within one **hundred and twenty (120)** calendar days, with such extensions of time as may be provided in the resulting contract with the City

**The resulting contract will include a provision in substantially the following form regarding liquidated damages:**

**The City and Contractor recognize that the turnaround time for processing the utility bills are critical and time sensitive under this Contract. The City will suffer financial loss if the Contractor fails to achieve daily processing within the time specified herein. In such event, the total amount of the City's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should the Contractor fail to achieve processing, printing, and mailing of customer bills and inserts within the timeframes established in the Contract, the City shall be entitled to assess, as liquidated damages, but not as a penalty, \$500 (Five Hundred Dollars) for each calendar day thereafter until processing, printing, and mailing of utility bills and inserts is achieved. The Contractor shall expressly waive and relinquish any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Contractor fails to perform the services within the required time periods.**

3. **Permits and Fees.** In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of Lake Worth for following permits or licenses, impact, inspection or other fees for this Project under the Contract:

<u>(Permit)</u>	<u>(Fee/Amount or calculation)</u>
Building Permit	Estimated at 3% of Construction Value of Contract
PBCFR Plans Review Fee	Cost for said review fee will be paid by the City as a direct pass through cost.
Palm Beach County Impact Fee	Cost for said impact fee will be paid by the City as a direct pass through cost
Other required permits or reviews	Costs for any said permits or reviews will be paid by the City as a direct pass through cost

4. **Licenses**. Each Bidder shall possess a valid, non-expired State of Florida General Contractor's license at the time of bid submittal or its bid may be disqualified.

Each Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.
- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

5. **Construction Bond**. Payment and Performance Bonds **are not** required for the work under this IFB.

6. **Insurance**. Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under the resulting contract.

- A. The selected bidder shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
- B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the CITY as an "Additional Insured".

**END OF SECTION 2 – SPECIAL TERMS**

**SECTION 3 – MINIMUM QUALIFICATIONS**

Each Bidder must meet the following minimum qualification requirements in order to be considered for award. A Bidder who fails to meet these requirements will be disqualified. All decisions on qualifications are within the City's sole discretion.

1. Bidder must have served as prime contractor for a minimum of two similar (2) projects involving similar scope of work and similar size projects within the last thirty six (36) months.

Complete Form B2 – Bidder's Qualifications Form

2. Bidder must possess an active license as described in the "Licenses" section above.

**END OF SECTION 3 – MINIMUM QUALIFICATIONS**

**SECTION 4 - INSTRUCTIONS TO BIDDERS**

1. HOW TO SUBMIT A BID:

a. **The original and five (5) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth – Finance Office – 2<sup>nd</sup> Floor  
7 North Dixie Highway  
Lake Worth, FL 33460**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Procurement Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Cover Sheet
- B2 Bidder's Minimum Qualifications
- B3 Bid
- B4 Schedule of Bid Items
- B5 Substitution Sheet
- B6 Schedule of Subcontractors (with daily reporting format)
- B7 Contractor Verification
- B8 Reference List
- B9 Non-Collusion Affidavit
- B10 Drug Free Certification
- B11 Trench Safety Compliance Form
- B12 Contractor's Material Suppliers
- B13 Contractor's Existing and Proposed Workload

**AVOID BID REJECTION:** Bids may be rejected for noncompliance to requirements after review by the Procurement Office. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the bidder to insure that all pages are included. All Bidders are advised to closely examine this IFB.

b. **All bids must be submitted on the provided Bid forms.** Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES. All prices shall remain valid for **ninety (90) days** after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Schedule of Bid Items. Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS. If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING. If a Bidder intends to subcontracts any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Bidder shall submit for the City's review and approval, as part of his/her bid submission, a sample copy of his/her company's daily reporting format for reporting the progress of construction. This

format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. BID BONDS OR DEPOSITS. Each bid must be accompanied by a bid bond or a deposit in a sum of non-less than five percent (5%) of the total bid. Bid bonds and deposits amounting to less than one hundred dollars need not be submitted. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the City of Lake Worth
4. U.S. Postal Money Order

All checks and orders must be made payable to the City of Lake Worth. The City reserves the right to hold the bid security until a contract is properly executed and proof of the required insurance is provided. If any bidder presented with a contract fails to execute such contract with the City and provide the required insurance within five (5) business days of receipt of the contract, the City shall be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract and proof of the required insurance and bonds.

9. CERTIFICATION AND LICENSES. Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

10. NO LOBBYING – CONE OF SILENCE. In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this IFB. A complete copy of the City's procurement code is available on-line at [municode.com](http://municode.com) under the City's code of ordinances (sections 2-111 – 2-117). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

11. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS. This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

**Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB.**

12. PUBLIC ENTITY CRIMES. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

13. INQUIRIES AND ADDENDA. Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Hirut Darge, Purchasing Agent  
City of Lake Worth, Finance Office  
7 N. Dixie Hwy.  
Lake Worth, FL 33460  
E-mail: [hdarge@lakeworth.org](mailto:hdarge@lakeworth.org)  
(561) 586-1651

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

14. ACCEPTANCE; REJECTION; CANCELLATION. In accordance with the City's procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

15. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the "best value" to the City using the following criteria:

1. Skill and experience based on current projects (in the last 36 months);
2. References for current projects;
3. Amount of the bid in relation to the needed goods, services, or construction and other bids received; and,
4. Adherence to the specifications and requirements of the IFB.

The above criteria are equally weighted.

16. POSTING OF AWARD TABULATIONS. The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Procurement Office.

17. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next “best value” bidder based on the bid tabulation and to contract with said bidder.
18. PROCUREMENT CODE. The City’s Procurement Code, sections 2-111 to 2-119 of the City’s Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.
20. COSTS. All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.
21. PROTEST PROCEDURE. *Please see section 2-115 of the City’s Procurement Code for the procedure.*
22. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City’s) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.
24. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City’s Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder’s bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected. Applicable forms may be obtained from the City’s Procurement Office.
25. PROPERTY OF THE CITY. All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.
26. DISCLOSURE AND DISCLAIMER. The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder’s own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

27. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

**END OF SECTION 4 - INSTRUCTIONS TO BIDDERS**

**EXHIBIT "A"**

**SCOPE OF WORK**

The selected bidder shall provide general commercial contractor services to obtain permits and construct an approximately 1,450 sq. ft. porch enclosure to be utilized as general office space for the Department of Community Sustainability (Department) as outlined in the attached drawings and specifications dated January 11, 2016. Porch area is to the north of an existing warehouse area and adjacent to the current offices for the Department. The existing building was constructed in 1991 and has been modified and altered since that time. The porch area will be accessed via an existing doorway and the project includes provision of mechanical, electric, and sprinkler components. The porch will be enclosed utilizing a simple curtain wall system running between two existing walls on a simple footing. New curtain wall will be attached to existing eave and walls as outlined in the attached drawings.

**(See Attachments - 23 Separate Attachments)**

**(B1)**

**BID PACKAGE COVER SHEET**

<b>IFB # 16-107</b>	<b>Project Title: BUILDING PORCH ENCLOSURE</b>
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Bidder Company Name: .....
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Enclose the following documents:

- \_\_\_\_\_ 1. Bid Package Cover Sheet (B1)
- \_\_\_\_\_ 2. Minimum Qualifications (B2)
- \_\_\_\_\_ 3. Bid (B3) **Must be signed**
- \_\_\_\_\_ 4. Schedule of Bid Items (B4) **Must be signed**
- \_\_\_\_\_ 5. Substitution Sheet (B5) - If none, mark "none".
- \_\_\_\_\_ 6. Schedule of Sub-contractors (B6) - If none, mark "none".
- \_\_\_\_\_ 7. Contractor Verification (B7) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- \_\_\_\_\_ 8. Reference List (B8)
- \_\_\_\_\_ 9. Affidavit Of Prime Bidder re Non-collusion (B9)
- \_\_\_\_\_ 10. Drug Free Certification (B10)
- \_\_\_\_\_ 11. Trench Safety Compliance Form (B11)
- \_\_\_\_\_ 12. Contractor's Material Suppliers (B12)
- \_\_\_\_\_ 13. Contractor's Existing and Projected Workload (B13)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

**Submit ONE (1) ORIGINAL and FIVE (5) PHOTOCOPIES of your Bid package.**

**AVOID BID REJECTION:**

**All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.**



**(B2)**

**IFB # 16-107**

**Bidder's Minimum Qualifications**

Contractor must provide two (2) references for each project identified to satisfy the minimum experience requirements. A reference person must be someone who has personal knowledge of the Contractor's and Subcontractor's performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

**Bidder's Name:** \_\_\_\_\_

**PROJECT            (FIRST PROJECT)**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Describe the project construction elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of any Change Orders: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bidder's Name:** \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project End Date: \_\_\_\_\_

Owner/Contact Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Note:** Use an additional sheet with the same format to list other projects as proof of prior experience.

**PROJECT            (SECOND PROJECT)**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Describe the project construction elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of any Change Orders: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Bidder's Name:** \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project End Date: \_\_\_\_\_

Owner/Contact Name: Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**(B3)**

**BID**

**IFB # 16-107**

**Proposal of:** \_\_\_\_\_  
*(Bidder Name)*

Bid Amount: \$ \_\_\_\_\_

---

*(Write Dollar Figure Here)*

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Final completion shall be in one hundred twenty (120) calendar days OR as stated above.

- 9. Liquidated damages for delay are agreed to be \$500 per calendar day.
- 10. Bidder shall be responsible for all permitting fees and utility service connection fees unless otherwise specifically provided in the Special Terms in the Contract.
- 11. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.
- 12. The City reserves the right to select and include one or more alternates in the Project and work.
- 13. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

*Name*                      *Address*

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- 14. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

*Name*                      *Address*

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- 15. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

**16. Bidder acknowledges that ADDENDA NO(S). \_\_\_\_\_ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.**

**17. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.**

**18. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.**

Name of Firm: \_\_\_\_\_

HQ Address: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

FEIN: \_\_\_\_\_ State of Incorporated: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ Date: \_\_\_\_\_

Sales Office: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Sales Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Failure to fully complete and sign this Bid Form may result in rejection of the Bid.**

**(B4)**

**IFB # 16-107**

**SCHEDULE OF BID ITEMS**

In accordance with the specifications and Scope of Work included with this bid, following is the recommended unit prices in order to evaluate the total bid as submitted with your proposal. These prices are not intended to equal the total base bid as submitted at the top of page 18 of the IFB. These prices are used as a tool for the evaluation of the bid(s).

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b><u>GENERAL CONDITIONS</u></b>					
1	Mobilization	1	LS		
2	General Conditions				
3	Cost of Materials - itemized				
4	Cost of Labor				
5	Permits, Impact Fees, Plans Review Fees				
6	Project Administration				
7	Overhead and Project				
8	Contingency				
<b><u>ALLOWANCE</u></b>					
<b>TOTAL BASE BID</b>					

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**(B6)**

**IFB # 16-107**

**SCHEDULE OF SUBCONTRACTORS**

The following is a complete list of all sub-contractors utilized for this project:

Dollar amount of subcontract work

1.			\$	
	(company name)	(type of work)		
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		
2.			\$	
	(company name)	(type of work)		
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		
3.			\$	
	(company name)	(type of work)		
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		

**Total dollar amount to be awarded to sub-contractors (this page) \$ \_\_\_\_\_**

Authorized Signature: \_\_\_\_\_

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

**(B7)**

**IFB # 16-107**

**CONTRACTOR VERIFICATION FORM**

**PRIME BIDDER:**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Fax: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

**CONTRACTOR OF RECORD:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

State License # \_\_\_\_\_ **(ATTACH COPY)**

County License # \_\_\_\_\_ **(ATTACH COPY)**

Type of License: \_\_\_\_\_

Unlimited \_\_\_\_\_ (yes/no)

If "NO", Limited to what trade? \_\_\_\_\_

Is the Licensee a full-time employee of Prime Bidder?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

City License: **(ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT – May be obtained from City Construction Services)**

***Failure to fully or accurately complete this form may be cause for rejection of the bid.***

**(B8)**

**IFB # 16-107**

**LIST OF REFERENCES**

1. Owner's Name & Address: \_\_\_\_\_

\_\_\_\_\_

Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

2. Owner's Name & Address: \_\_\_\_\_

\_\_\_\_\_

Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

3. Owner's Name & Address: \_\_\_\_\_

\_\_\_\_\_

Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

(B9)

**AFFIDAVIT OF PRIME BIDDER**  
**Re Non-collusion and Public Entity Crime**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

\_\_\_\_\_, being first duly sworn, disposes and says that:  
(Name)

1. I am the \_\_\_\_\_ of \_\_\_\_\_, the  
(Title) (Name of Company)  
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth. \_\_\_\_\_ (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: \_\_\_\_\_ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Title) \_\_\_\_\_

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me

this \_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_, who is \_\_\_\_\_ (title)  
of \_\_\_\_\_ and who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 this 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 1893, 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.

\_\_\_\_\_  
*Bidders Authorized Signature*

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date

**FLORIDA TRENCH SAFETY COMPLIANCE**

This form is required where Contractor will perform trench excavation which exceeds a depth of 5 feet.

**If Not Applicable – Check this Box and sign below.**

In accordance with the Florida Trench Safety Act, F.S. 553.63, Bidder acknowledges:

1. The trench safety standards applicable to this bid and contract are either:
  - o Included in the specifications for this bid or
  - o Are identified as: \_\_\_\_\_
2. Bidder will comply with all applicable trench safety standards and any special shoring requirements applicable to the Project.
3. Included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, which costs are summarized below.

Note: Included in the various bid items on Form B-3 are costs for compliance with trench safety standards, including sheeting and shoring. Costs on this Form B-10 shall be consistent with Form B-3. The bid items for trench safety compliance on Form B-3 must equal the total amount for trench safety compliance indicated below.

	Trench Safety Measure (Description)	Cost per Linear Foot	Linear Feet	Extended Cost
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
	Shoring Safety Measure (Description)	Cost per Square Foot	Square Feet	Extended Cost
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____
F.	_____	_____	_____	_____

**FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING REJECTED.**

Bidder Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**(B12)**

**IFB # 16-107**

**CONTRACTOR'S MATERIAL SUPPLIERS**

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.

**Failure to fully and accurately complete this form may result in the disqualification of the Bid.**

<b>Name of Suppliers</b>	<b>Types of Material to be Provided</b>	<b>Total Contract Amount including Sales Tax</b>	<b>Total Sales Tax</b>

IFB # 16-107

**CONTRACTOR'S EXISTING AND PROJECTED WORKLOAD FORM**

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.

**Failure to fully and accurately complete this form may result in disqualification of the Bid.**

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date