

**MANORS OF INVERRARY / SAFE NEIGHBORHOOD  
IMPROVEMENT DISTRICT- ROADWAY PAVING & MILLING  
PHASE 3 (REBID)**



**RFP 2024-011**

**Kentrea White  
Purchasing and Inventory Supervisor**

**Visit us on the web at**

**[www.lauderhill-fl.gov](http://www.lauderhill-fl.gov)**

**Advertise Dates: December 15, 2023 and December 22, 2023**

**Opens: January 29, 2024**

**Date Issued: December 12, 2023**

## NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the CITY OF LAUDERHILL, as procurement agent for the Manors of Inverrary Safe Neighborhood District, is seeking sealed proposals for the following work as specified:

### **MANORS OF INVERRARY / SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT ROADWAY PAVING & MILLING PHASE 3 (REBID)**

**RFP NUMBER: 2024-011**

**CITY OF LAUDERHILL, FLORIDA**

The City of Lauderhill, as procurement agent for the Manors of Inverrary Safe Neighborhood District, will be accepting sealed proposals up until 11:45 A.M. EST, on January 29, 2024. All proposal shall be submitted via IonWave <https://lauderhill.ionwave.net/> ***Proposals received after 11:45 A.M. EST will not be considered and will be returned unopened.***

The intent of this project is to provide roadway milling and paving for approximately 340,485 sq. ft (37,832 sq. yd) at an average depth of one inch throughout the Manors of Inverrary as included and schematic attached (including the entrance). The contractor is responsible for cleaning, hauling and disposing all millings from the worksite. Contractor is required to apply RC-70 tack coat or equivalent to the milled surfaces then apply Type SP 9.5 asphalt. Contractor is then required to roll and compact newly installed asphalt with a 5 to 7 ton roller, then go over with rubber tire track roller, will include all striping, curbing, parking spots/stops & numbering for all areas.

Contract Documents may be examined and obtained on and after December 12, 2023 on IonWave.

Proposals will be ranked on a combination of qualifications and pricing for proposal **RFP #2024-011 MANORS OF INVERRARY / SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT ROADWAY PAVING & MILLING PHASE 3**. A Contract(s) will be awarded to the highest ranked Proposer as described in the Instruction to Proposers. Proposals will be based on the complete work required in the contract documents. Proposals based on a portion of the work will not be considered.

The City of Lauderhill has determined that this RFP shall be reserved for SBE participation and shall comply with City Code of Ordinance Chapter 2, Article III. Section 2-139. (f)(3) – Local Vendors.

An original and one electronic copy of the proposal must be received in sealed envelopes bearing the words “ **RFP 2024-011 MANORS OF INVERRARY / SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT ROADWAY PAVING & MILLING PHASE 3** and should be hand-delivered or mailed to the City Clerk, City of Lauderhill, 5581 West Oakland Park Boulevard, Suite 421, Lauderhill, Florida 33313. **E-mailed and faxed proposals will not be accepted.**

All proposers must register online with the City of Lauderhill. The direct link is: [www.colvendor.com](http://www.colvendor.com)

Responsible questions regarding this RFP offering may be directed to the Purchasing Division via IonWave. The last date for questions pertaining to this proposal seven (7) days before due date. Questions after this date will not be answered.

Bid security in the form of a Bid Bond or certified check made payable to the "City of Lauderhill", in an amount equal to five percent (5%) of the bid, must be submitted with the bid. Bidder must use Bid Bond form provided. No Bidder may withdraw his bid within 90 days after the actual date of the opening thereof. Guaranty Bonds in the form of a 100% Construction Performance Bond and a 100% Construction Payment Bond will be required upon award of bid.

The Public Entity Crimes Affidavit must be completed in its entirety and submitted as part of the bid.

The City hereby has adopted a local vendor preference program to facilitate local business and/or local residents participating in the bidding process.

The City Commission of the City of Lauderhill reserves the right to reject any and all proposals, to waive any and all informalities or irregularities and to accept or reject all or any part of any proposal as they may deem to be in the interest of the citizens of the City of Lauderhill. **The winning participant is required to enter into a contract with the City of Lauderhill.**

CITY OF LAUDERHILL, FLORIDA  
AS PROCUREMENT AGENT  
ON BEHALF OF THE  
MANOR/SAFE NEIGHBORHOOD  
IMPROVEMENT DISTRICT



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Kentrea White  
Purchasing and Inventory  
Supervisor

Advertising Dates: December 15, 2023 and December 22, 2023

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**STATEMENT OF NON- PARTICIPATION**

**Proposal NO.: RFP 2024-011**

**MANORS OF INVERRARY / SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT  
ROADWAY PAVING & MILLING PHASE 3**

Note: If you do not intend to submit a bid /proposal on this item/service, complete this form and mail to:

Purchasing Division  
City of Lauderhill  
5581 W. Oakland Park Blvd. Suite 230  
Lauderhill, FL. 33313

Please indicate the Proposal number and title of the Proposal on the outside of the envelope.

We/I do not wish to participate in this proposal for the following reason:

- Specifications proprietary
- Cannot supply at this time
- We do not carry this item
- We do not provide this service
- Unable to meet specifications
- Unable to meet Bond requirements
- Other

Please keep us on your bid list for future projects \_\_\_\_\_yes \_\_\_\_\_no

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

Name of Company: \_\_\_\_\_

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

## SPECIAL INSTRUCTIONS TO PROPOSERS

### SECTION I- DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

- 1.1 **City:** The City of Lauderhill, Florida.
- 1.2 **Contract:** The written agreement for performance of the Scope of Work entered into between the City and the successful Proposer.
- 1.3 **Contract Administrator:** The Purchasing and Contracts Manager, or some other employee expressly designated as Contract Administrator in writing by the City Manager, who is the representative of the CITY concerning the Contract Documents.
- 1.4 **Evaluation/Selection committee:** City staff and/ or outside consultants assigned to evaluate the submitted proposals.
- 1.5 **Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Proposer shall mean the same thing as the Bidder.
- 1.6 **Proposal:** shall refer to any term used interchangeably with Bid while retaining the same meaning.
- 1.7 **Purchasing Office:** The Purchasing Division-Department of Finance and Information Technology of the City of Lauderhill.
- 1.8 **“Provider”, “Bidder”, “Contractor”, or “Successful Proposer” or “Consultant”:** The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
- 1.9 **Qualifications/Proposal, Proposals,** shall refer to any Offer(s) submitted in response to this Request for Proposal.
- 1.10 **Request for Proposal, RFP”, or Proposal:** This Request for Proposal including all Exhibits and Attachments as approved by the City, and addendums or change orders issued by the Purchasing Division.
- 1.11 **Request For Proposal, or Proposal:** Terms used interchangeably in this Request for Proposal while retaining the same meaning.
- 1.12 **Subcontractor/ Sub consultant:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or

Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

- 1.13 Work, Services, Program, Project, or Engagement:** All matters that will be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.

## **SECTION 2 – SCOPE OF SERVICES**

### **GENERAL INFORMATION**

The intent of this project is to provide milling and resurfacing for approximately 340,485 sq. ft (37,832 sq. yd) of roadway at an average depth of one and a half inch throughout the Manors of Inverrary as included schematic drawings attached (including the entrance). The contractor is responsible for cleaning, hauling and disposing all millings from the worksite. Contractor is required to apply RC-70 tack coat or equivalent to the milled surfaces then apply Type SP 9.5 asphalt. Contractor is then required to roll and compact newly installed asphalt with a 5 to 7 ton roller, then go over with rubber tire traffic roller.

### **SECTION 3 – QUALIFICATIONS**

Proposals will be considered from qualified firms or individuals whose experience includes successful work on similar projects. The firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

### **SECTION 4 – INQUIRIES/AVAILABILITY**

4.1 Inquiries concerning Proposal Submittals should be made in writing via IonWave

4.2 Solicitation documents shall be obtained by IonWave  
<https://lauderhill.ionwave.net/>.

**4.3 CONTACT WITH PERSONNEL OF THE CITY OF LAUDERHILL OTHER THAN THE PURCHASING MANAGER OR DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR QUALIFICATIONS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**



**SECTION 5 – SUBMITTAL INFORMATION: How, When & Where**

- 5.1 Proposer should submit (in a sealed envelope indicating Proposer’s name and Request for Proposal (RFP) number) copies of the Proposal, each identified as follows:

RFP No.: 2024-011
RFP Name: <b>MANORS OF INVERRARY / SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT ROADWAY PAVING &amp; MILLING PHASE 3 (REBID)</b>
Due Date/ Time: January 29, 2024 <u>@ 11:45 A.M.</u>

- 5.2 All (RFP’s), must be submitted via IonWave.
- 5.3 Responses to the RFP must be signed by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Proposal by the Proposer will be considered by the city as constituting an Offer by the Proposer to perform the required services.

## SECTION 6 - EVALUATION METHODOLOGY

### Evaluation Criteria

A contract will be awarded to the company whose proposal is judged by the City of Lauderdale to be in the best interest of the Manors of Inverrary Safe Neighborhood District, and whose proposal most closely satisfies the overall project specifications as well as a number of other factors including, but not limited, to:

<b>Evaluation Category</b>	
Ability of Professional Personnel	20
Past Performance	10
Firm approach to project	20
References/Performance Evaluations	10
Price	30
Local Preference	0-10

The CITY may require additional information and proposers agree to furnish such information. The CITY reserves the right, at its sole discretion, to award the contract to that proposer who will best service the interest of the CITY and the Manors of Inverrary. The CITY reserves the right, based upon its' deliberations and its' sole opinion, to accept or reject any proposal. The CITY reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City will assemble an evaluation and selection committee comprised of staff and additional consultants if necessary. This committee shall evaluate the proposals and may recommend the top ranked firms for oral presentations. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Scope of Services with and including proof of insurance and bonding capability as described herein; and other requirements as required by the City.

## SECTION 7 - SELECTION PROCEDURE

- 7.1 A Selection/Negotiation Committee appointed by the City will be responsible to select and rank the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.
- 7.2 The firms may be asked to make a presentation of its qualifications and methodology to staff and /or the City Commission.
- 7.4 The City reserves the right to award to one proposer, to split the award among multiple proposers or not to award
- 7.5 No award with respect hereto shall be deemed final and all such awards shall be deemed conditional, unless and until the parties shall have fully executed the agreement(s) contemplated herein, and a fully executed agreement has been returned to the bidder by the City. The City reserves the right to revoke any award made hereunder, without penalty, premium or obligation, at any time prior to the delivery of the fully executed agreement(s) to the Bidder, notwithstanding that an award may have been published. No Bidder shall be entitled to rely on any announcement of awards, and the City shall in no way be estopped in the revocation of an award previously granted.

## SECTION 8- REJECTION CRITERIA

- 8.1 Your proposal shall be considered non-responsive if any of the following criteria exist (this list is not all inclusive):
- 8.2 All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.
- 8.3 The instructions, order and matrixes in the Proposal Package have not been properly followed.
- 8.4 The RFP response Package is found to have concealed or contained false and/or misleading information.
- 8.5 The City did not receive the RFP Package prior to the submittal deadline.
- 8.6 Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**
- 8.7 Executed Non-Collusive/and or Drug Free Workplace Affidavits are not submitted with the response.

- 8.8 The proposal/bid bond/fidelity bond, if required, is not included in the Package.
- 8.9 The Proposal signature page and certification is not properly executed.

### **SECTION 9 - WAIVERS**

The City in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest.

### **SECTION 10 - INSURANCE REQUIREMENTS**

- 10.1 The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “additional insured” with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as “additional insured” will be at the contractor’s expense.
- 10.2 The City of Lauderhill shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.
- 10.3 The Contractor’s insurance must be provided by an A.M. Best’s “A-“rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City’s Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable and shall be considered breach of contract.
- 10.4 Any firm performing work on behalf of the City of Lauderhill must provide Workers’ Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information, contact the Department of Financial Services, Worker’s Compensation Division at (850) 413-1601 or on the web at <http://www.fldfs.com>
- 10.5 Commercial General Liability Insurance Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Personal and Advertising Injury Liability
- d. Products/Completed Operations
- e. Broad Form Contractual Liability

Covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Combined single limit bodily injury/property damage \$1,000,000

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability

#### 10.6 Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Bodily injury \$500,000 each person,  
\$500,000 each occurrence  
Property damage \$100,000 each occurrence

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

#### 10.7 WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE

Limits:	Worker's Compensation	-	Statutory
	Employer Liability	-	\$100,000 each accident
	Disease	-	\$500,000 policy limit
	Disease	-	\$100,000 each employee

10.8 A copy of ANY current Certificate of Insurance should be included with your proposal.

- 10.9 In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an “additional insured” for General Liability.
- 10.10 Certificate holder should be addressed as follows:  
City of Lauderhill  
Finance Department  
5581 West Oakland Park Blvd.  
Lauderhill, FL 33313

## **SECTION 11 – GENERAL CONDITIONS**

- 11.1 **VENUE**: All contracts shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.
- 11.2 **EXPENSES**: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents’ qualifications and ability to meet the requirements of the RFP.
- 11.3 **INTERPRETATIONS**: All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision by the City. Any questions concerning the intent, meaning and interpretations of the Proposal Documents shall be requested in writing, and received by the City at least fourteen (14) days prior to the Proposal Opening. Inquiries shall be addressed to the Purchasing Manager. No person is authorized to give oral interpretations of, or make oral changes to the Proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.
- 11.4 **PUBLIC ENTITY CRIMES**: Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 11.5 **ASSIGNMENT:** Any Purchase Order or Contract issued pursuant to this Request for Proposal and the monies, which may become due hereunder, are not assignable, in whole or part.
- 11.6 **INDEMNIFICATION:** Proposer agrees to protect, defend, indemnify, and hold harmless the City, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the City, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Proposer, its employees, or agents, arising out of or connected with this Agreement. The Proposer shall not be required to indemnify the City or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the City, or its agents, employees or representatives.
- 11.7 **PROPOSALS TO REMAIN OPEN:** All proposals shall remain open for the number of days after the day of the proposal opening stated in the special provisions, or if no such number of days is stated, all proposals shall remain open for ninety (90) days after the date of proposal opening prior to award. The City may, in its sole discretion, release any proposal prior to that date.
- 11.8 **ANNUAL APPROPRIATION:** Any Contract issued is conditional upon the City appropriating funding to implement the Contract.
- 11.9 **EMPLOYEES:** Employees of the Contractor shall at all times be under its sole direction and not be an employee or agent of the City. The Contractor shall supply competent employees. The City may require the Contractor to remove an employee or subcontractor it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the City or without any increase in Contract Price. Contractor shall be responsible to the City for the acts and omissions of all employees working under its directions whether or not the actions taken go beyond the normal scope of employment.
- 11.12 **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the proposal response shall be evaluated or considered, have no force or effect, and are inapplicable to this proposal unless agreed to in writing by the City. It is understood and agreed that the conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.
- 11.13 **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of supplying complete and fully operational units, together with all appurtenances necessary for unrestricted operation as determined by the City in its sole discretion.
- 11.14 **WITHDRAWAL OF AN OFFER:** An Offer shall be irrevocable unless the Offer is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the Purchasing Office prior to the Solicitation Closing

Date & Time. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented. A representative will verify this information prior to return of Proposer's proposal. An Offer may also be withdrawn after one hundred and eighty (180) calendar days after the Solicitation Closing Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Purchasing Office at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

**11.15 DISCOUNTS:**

All discounts (prompt payment and overall for awarding all items Proposed) will be considered in evaluation to determine lowest "net" cost to the City.

**11.16 SIGNATURE REQUIRED:**

All Proposals must show the company name and be signed in ink by a company officer or employee who has the authority to bind the company or firm by their signature.

**11.17 SIGNED PROPOSAL CONSIDERED AN OFFER:**

The signed Proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval and award by the city commission of the City of Lauderhill, subject to any conditions contained within the City Commission's approval. In the event of default on the part of the Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

**11.18 DEFAULT PROVISIONS**

Any costs or expenses incurred by City as a result of Proposers default shall automatically be deducted from any outstanding amounts due Proposer. Proposer shall be responsible for reimbursing City for any and all costs or expenses incurred by City as a result of Proposers default.

**11.19 RESERVATIONS FOR REJECTIONS AND AWARD**

The City reserves the right to accept or reject any or all Proposals, or parts of Proposals, to waive irregularities and technicalities, and to request re-Proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

**11.20 LAWS AND REGULATIONS**

All applicable laws and regulations of the Federal Government, the State of Florida, and Ordinances of the City of Lauderhill will apply to any resulting Proposal award.

**11.21 TAXES**

The City of Lauderhill is exempt from taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. (Not applicable on construction or remodeling projects.)

**11.22 CONFLICT OF INSTRUCTIONS**

If a conflict exists between the general conditions contained herein, and the specific conditions and instruction contained herein, the specific shall govern.



11.23 **RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE**

The successful Proposer shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit had been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit findings.

All Proposal documents are governed by and subject to the Public Records Law, Florida Statutes, chapters 119, 286 and 287, as may be amended from time to time, apply to public records relative to competitive Proposal. There is a temporary exemption from public record disclosure for Proposal documents until such time as either the City provides notice of a decision or if a request for proposal is reissued by the City. Recordings of negotiation meetings with vendors are temporarily exempt until the City provides notice of its decision, or until 20 days after the final competitive sealed replies are all opened, whichever occurs first. This temporary exemption will be automatically repealed on October 2, 2011, unless the Legislature reenacts these provisions.

11.24 **FACILITIES:**

The City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of agreement. City reserves the right to consider history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if history of violations warrant such a determination.

11.25 **ANTI-COLLUSION STATEMENT:**

By submitting this Proposal, the Proposer affirms that this is without previous understanding, agreement or connection with any person, business or corporation submitting a Proposal for the same materials, supplies or equipment and that this Proposal is in all respects fair and without collusion or fraud.

11.26 **PRICES TO BE FIRM:**

Proposer certifies that prices, terms and conditions in the proposal will be firm for acceptance for period of (90) days from the date of Proposal opening, unless otherwise stated by the City. There will be no escalator clauses unless specified by the City. Proposals may not be withdrawn before the expiration of ninety (90) days.

## **SECTION 12 - SUBMITTAL PACKAGE**

Submit this portion of the Request for Proposal as your firm's Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the City.

**Responses to Tab #'s 1-8 should not exceed 30 pages. Points may be deducted for Responses that exceed thirty (30) pages.**

**TAB #1**      **Insert Proposer's Qualification Statement (Attachment "A")**

**TAB #2**      **Statement of Capabilities**

**Provide a statement that addresses why the specific Proposer would be in the best posture to deliver the required services.**

**TAB #3**      **Proposal of Service**

**TAB #4**      **Specific Related Experience of the Firm**

List the last five (5) contracts held comparable to this specific project and related experience accomplished by the proposer firms. Indicate:

- Client Name, address, and telephone number

**Tab #5**      **Current Workload**

List, for the proposer and all major subcontractor's and/or partners firms (list separately):

- Each project currently under contract
- Total value to the proposer's firm for the project
- Total fees remaining to be paid to the applicant firm
- Contract period and duration
- List number of professional staff assigned
- Percentage complete
- Brief Project description

**TAB #6**      **Cost Schedule**

Submit your cost schedule here.

**TAB #7**      **Project Approach and Timeline**

**TAB #8**      **Attachments:**

Insert

Non-Collusive Affidavit (Attachment "B")

Cost Schedule, (Attachment "C")

Confirmation of Drug-Free Workplace (Attachment "D")

Signature Page (Attachment "E")

Acknowledgement of Addendums (Attachment "F")

Certificate of Insurance, and Licenses

**ATTACHMENT "A"**  
**PROPOSER'S QUALIFICATIONS STATEMENT**

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

PROPOSER'S Name and Principal Address:

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Contact Person's Name and Title: \_\_\_\_\_

PROPOSER'S Telephone and Fax Number: \_\_\_\_\_

PROPOSER'S License Number: \_\_\_\_\_  
(Please attach certificate of competency and/or state registration.)

PROPOSER'S Federal Identification Number: \_\_\_\_\_

Number of years your organization has been in business, in this type of work: \_\_\_\_\_

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

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The business is a:      Sole Proprietorship                       Partnership   
   Corporation

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

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

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

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

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

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

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

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List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

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

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Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

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

By

(Signature)

**ATTACHMENT "B"**  
**NON-COLLUSIVE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and says that:

BIDDER is the \_\_\_\_\_,  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have 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 have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

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

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires: \_\_\_\_\_

**ATTACHMENT "C"**  
**COST SCHEDULE**

**ATTACHMENT "D"**  
**CONFIRMATION OF DRUG-FREE WORKPLACE**

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the 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.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

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

---

Vendor's Signature



**ATTACHMENT "E"**  
**SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. The Proposer warrants all materials supplied by it are delivered to the CITY of Lauderhill, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Lauderhill, Florida, against all persons claiming the whole or any part thereof.
5. **Proposer understands that if a team is selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by the City of Lauderhill and Proposer authorizes all entities or persons listed above to answer any and all questions. Proposer hereby indemnifies the City of Lauderhill and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(If an individual, partnership, or non-incorporated organization)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name, Title

(If a corporation, affix seal)

\_\_\_\_\_  
Company

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of \_\_\_\_\_.

CERTIFICATE

(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of \_\_\_\_\_, a Partnership under the laws of the State of \_\_\_\_\_ held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_ as \_\_\_\_\_ of the Partnership is hereby authorized to execute the Bid Form dated \_\_\_\_\_, 20\_\_\_\_, between the City of Lauderhill, Florida, and this Partnership, and that the execution thereof, attested by the \_\_\_\_\_ of the Partnership is the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature)

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ who  is personally known to me or who  has presented the following type of identification: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)  
OR  
Printed, typed or stamped name of Notary and Commission Number

CERTIFICATE  
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of \_\_\_\_\_, a corporation under the laws of the State of \_\_\_\_\_ held on \_\_\_\_\_, 20 \_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the Corporation, is hereby authorized to execute the Bid Form dated \_\_\_\_\_, 20\_\_\_\_, between the City of Lauderhill, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who  is personally known to me or who  has presented the following type of identification: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and  
Commission Number

**Attachment "F"**  
**Acknowledgement of Addendums**

RFP \_\_\_\_\_  
TITLE \_\_\_\_\_

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

---

Name of Vendor: \_\_\_\_\_

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

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

**This page must be submitted with RFP. Failure to provide the requested documents may result in your proposal being deemed Non-Responsive.**

**Attachment "G"**

**SUBCONTRACTORS LIST**

**RFP NUMBER: 2024-003**

LIST THE COMPANY NAME ALONG WITH THE TRADE AND THE APPROXIMATE VALUE OF THEIR INVOLVEMENT IN THE PROJECT. ADDITIONAL INFORMATION MAY BE REQUIRED UPON SUBMISSION OF THE PROPOSAL AS DESCRIBED IN DOCUMENT 00100. THE LISTING OF MORE THAN ONE SUBCONTRACTOR FOR EACH ITEM OF WORK TO BE PERFORMED WITH THE WORDS "AND/OR" WILL NOT BE PERMITTED. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RENDER THE PROPOSAL AS NON-RESPONSIVE AND MAY CAUSE ITS REJECTION. Please state whether the Subcontractor is a Local Business as defined by City of Lauderhill Ordinance Section 2-134. A copy of the ordinance is attached.

<b>Work to Be Performed</b>	<b>% Total Contract</b>	<b>Contractor License No. if Applicable</b>	<b>Subcontractor Name/Phone/Address</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

END OF DOCUMENT

**CITY OF LAUDERHILL  
BID BOND**

**BIDDER:** *(Name and Address):*

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

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

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

**OWNER:** *(Name and Address):*

MANORS OF INVERRARY / Safe Neighborhood  
Improvement District  
5581 W. Oakland Park Blvd.  
Lauderhill, FL 33313

**BID:** BID DUE DATE: \_\_\_\_\_

**PROJECT TITLE: CITY OF LAUDERHILL – MANORS OF INVERRARY /SAFE NEIGHBORHOOD  
DISTRICT ROADWAY PAVING & MILLING PHASE 3  
LAUDERHILL, FL 33313  
RFP NUMBER: 2024-003**

**BOND:** BOND NUMBER: \_\_\_\_\_

DATE: *(Not later than Bid Due Date):* \_\_\_\_\_

PENAL SUM: \_\_\_\_\_ 5% of Bid Amount

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

BIDDER  
\_\_\_\_\_  
(Seal)  
Bidder's Name and Corporate Seal

SURETY  
\_\_\_\_\_  
(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

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

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

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

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

3. This obligation shall be null and void if:

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

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

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

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

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

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

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

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



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





**PERFORMANCE REFERENCE  
VERIFICATION SURVEY FORM**

**RFP #** \_\_\_\_\_

**Reference for (Company Name):**

**Agency Name:**

**Agency Contract:**

**Contact E-mail:**

**Contact Phone #:**

**Solicitation Name:**

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

**Ratings: 1 Poor    2 Good    3 Exceptional    4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the work. \_\_\_\_
2. Rate the competency and accessibility of the personnel performing the work. \_\_\_\_
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. \_\_\_\_
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. \_\_\_\_
5. Rate the Contractor's ability to meet deadlines. \_\_\_\_
6. Rate the Contractor's ability to complete punch list items. \_\_\_\_
7. Rate the Contractor's commitment to safety. \_\_\_\_
8. Rate the level of comfort and confidence you had in the contractor during the project. \_\_\_\_
9. Rate the overall performance of the contractor. \_\_\_\_

Additional comments:

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

Vendor Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Please print – Person completing survey)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Person completing survey)

Reference verified by City Employee: \_\_\_\_\_ Date: \_\_\_\_\_





Entrance  
8,473 sf  
941 sy









32,656 sf  
3,628 sy

5

63.98'

63.22'

106.17'

14.84' 18.37'

10.07'

24.51'

80.75'

35.02'

252.06'

4160

4162







23,990 sf  
2,666 sv

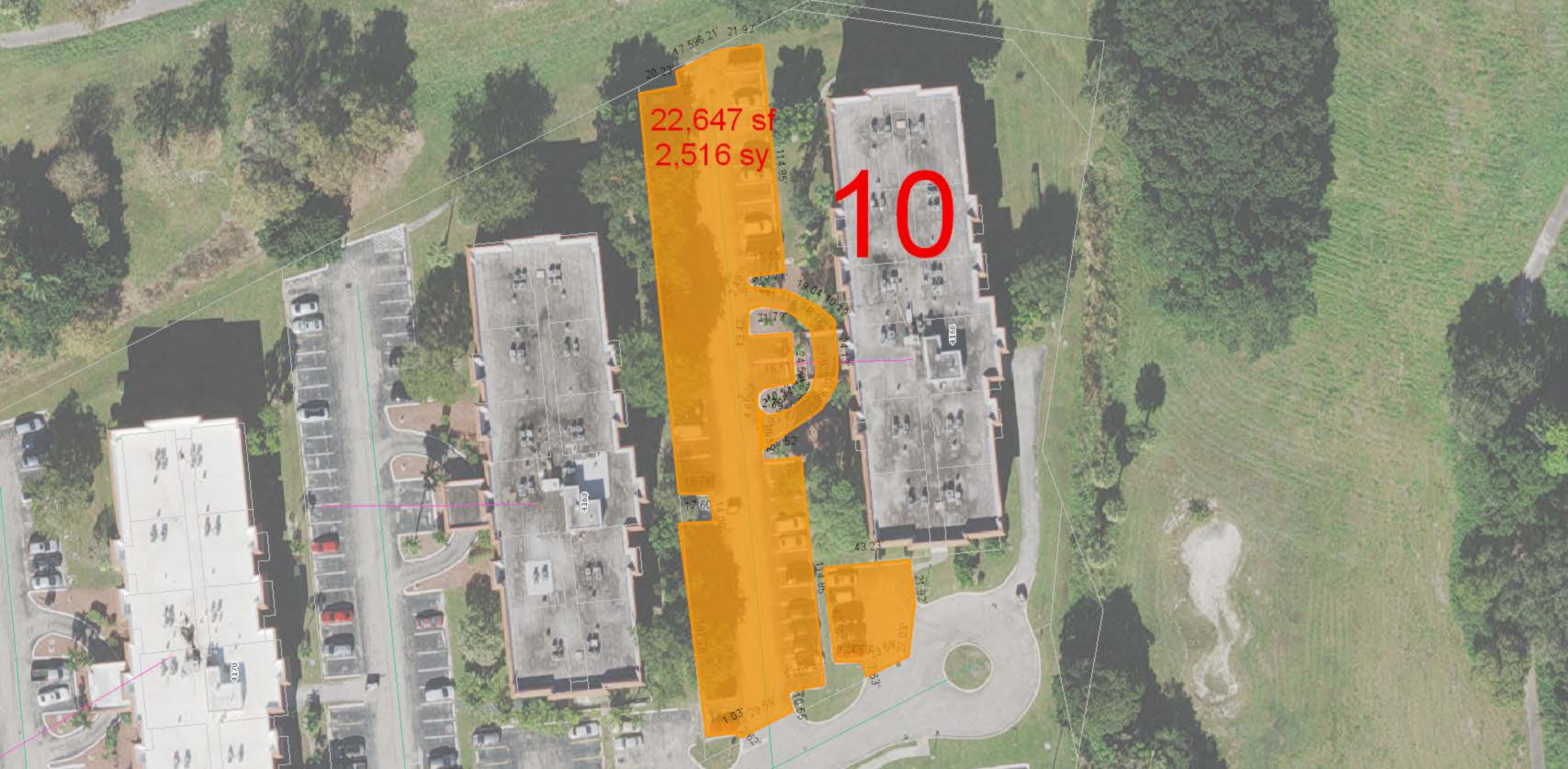
8











22,647 sf  
2,516 sy

10

20.33' 17.596.21' 21.92'

114.95'

21.79'

19.04' 10.18'

24.13'

17.60'

43.23'

114.95'

21.92'

1.03' 29.99'

10.65'

1.63'

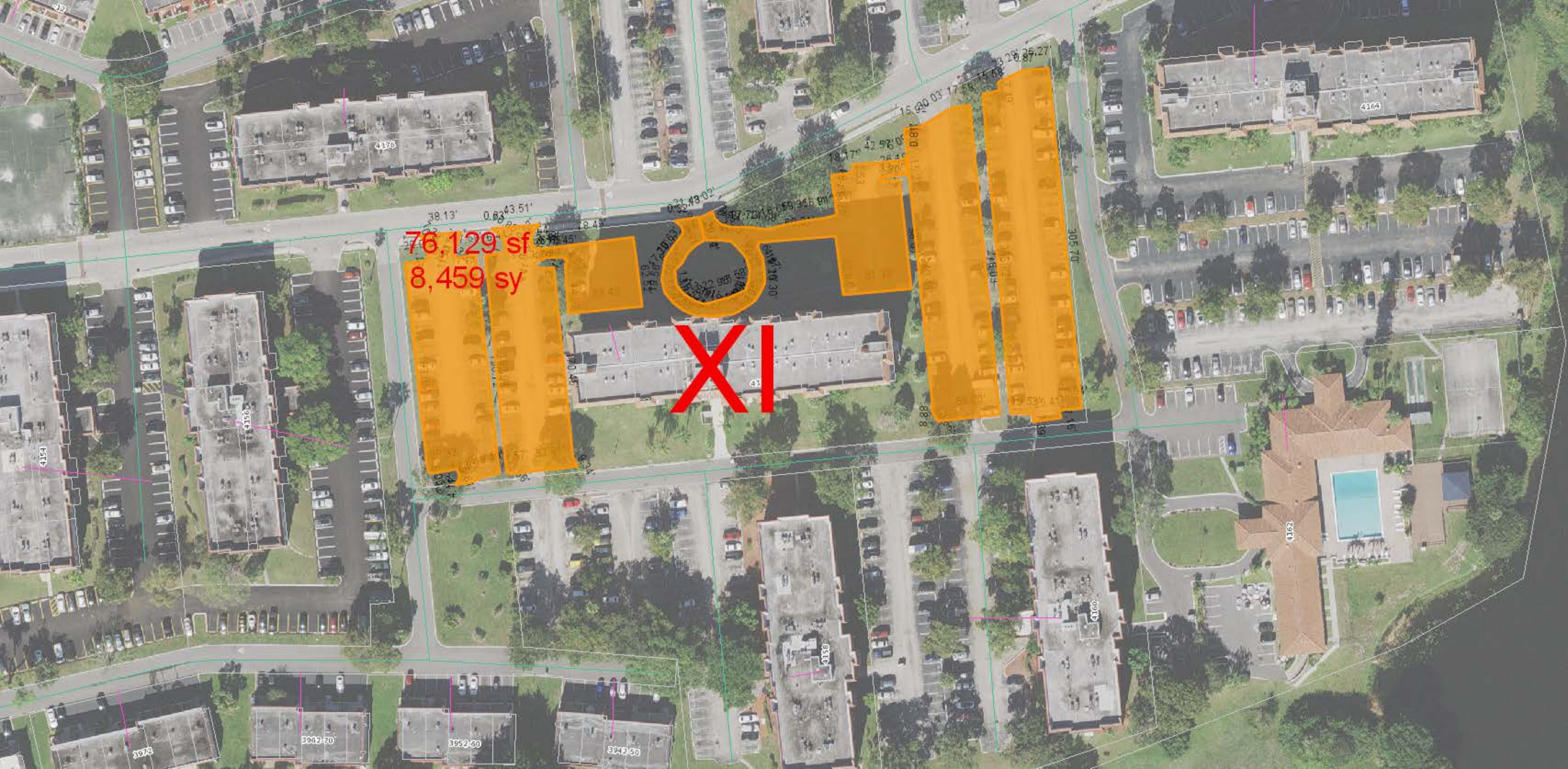
6.2'

0911

0911

0170





76,129 sf  
8,459 sy

X

38.13'

0.83'

43.51'

8.45'

0.35'

48.02'

47.72'

18.59'

34.65'

81.17'

1.19'

20.20'

42.58'

18.17'

15.80'

0.03'

17.58'

15.58'

20.85'

29.27'

305.70'

8.88'

4.80'

13.53'

4.10'

4170

4164

4150

4154

4158

4160

4162

3922

3962-70

3992-50

3942-50



