

# **CITY OF LAUDERHILL**



## **LIME HILL ROAD WATER MAIN UPGRADES**

### **CONTRACT DOCUMENTS AND SPECIFICATIONS**

**CAS PROJECT No. 20-2152  
RFP# 2023-028**

**April 2023**

SECTION 00010  
TABLE OF CONTENTS

<b><u>SECTION No.</u></b>	<b><u>DESCRIPTION</u></b>
<b>DIVISION 0</b>	<b>INFORMATION, BIDDING, AND CONTRACTING</b>
00010	Table of Contents
00020	Notice to Bidders
00100	Instructions to Bidders
00101	Bid Checklist
00300	Bid Form
00330	Existing Conditions
00401	Bid Bond
00402	Public Entity Crimes Affidavit
00403	Trench Safety Form
00420	Bidders Qualification Form
00421	Subcontractor List
00450	Litigation History Form
00480	Non-Collusion Affidavit
00485	Drug-Free Work Place
00490	Debarment Certification
00491	Addendum No ____ (if any)
00495	Certified Resolution
00500	Sample Contract

00510	Notice of Award
00550	Notice to Proceed
00600	Payment Bond
00601	Performance Bond
00650	OSHA Conformance
00700	Standard General Conditions
00800	Supplementary Conditions
00801	Special Terms and Conditions
00931	Change Order
<b>DIVISION 1</b>	<b>GENERAL REQUIREMENTS</b>
01110	Summary of the Work
01140	Work Restrictions
01290	Payment Procedure
01291	Schedule of Values
01293	Applications for Payment
01312	Project Meetings
01321	Construction Photographs and Video Recording
01327	Scheduling of Construction
01330	Submittal Procedures
01334	Shop Drawings, Product Data, and Samples
01437	Contractor's Qualifications
01450	Quality Control
01451	Contractor's Quality Control

01458	Testing and Testing Laboratory Services
01500	Temporary Facilities and Controls
01510	Temporary Utilities
01520	Construction Facilities
01540	Construction Aids
01550	Traffic Control
01560	Tree and Plant Protection
01568	Security Measures
01600	Equipment and Materials
01610	Basic Product Requirements
01630	Product Substitution Procedures
01660	Product Storage and Handling Requirements
01723	Protection of Adjacent Construction
01740	Cleaning
01741	Final Cleaning
01770	Closeout Procedures
01780	Closeout Submittals
01785	Project Record Documents
01787	Operation and Maintenance Data
<b>DIVISION 2</b>	<b>SITE CONSTRUCTION</b>
02200	Site Preparation
02220	Site Demolition
02319	Trenching

02512	Disinfection of Water Distribution	
02513	Asphaltic Concrete Paving	
02743	Asphalt Concrete Pavement Repair	
02769	Reflective Pavement Markers	
02773	Cement Concrete Gutters and Curbs	
02775	Sidewalks	
02916	Mulching	
02919	Topsoil	
02924	Sodding	
02956	Restoration of Underground Pipe	
<b>DIVISION 3</b>	<b>CONCRETE</b>	
03100	Concrete Formwork and Accessories	
03300	Cast-in-Place Concrete	
<b>DIVISION 4</b>	<b>MASONRY</b>	(not used)
<b>DIVISION 5</b>	<b>METALS</b>	(not used)
<b>DIVISION 6</b>	<b>WOOD AND PLASTICS</b>	(not used)
<b>DIVISION 7</b>	<b>THERMAL AND MOISTURE PROTECTION</b>	(not used)
<b>DIVISION 8</b>	<b>DOORS AND WINDOWS</b>	(not used)
<b>DIVISION 9</b>	<b>FINISHES</b>	(not used)
<b>DIVISION 10</b>	<b>SPECIALTIES</b>	(not used)
<b>DIVISION 11</b>	<b>EQUIPMENT</b>	(not used)
<b>DIVISION 12</b>	<b>FURNISHINGS</b>	(not used)
<b>DIVISION 13</b>	<b>SPECIAL CONSTRUCTIONS</b>	(not used)

<b>DIVISION 14</b>	<b>CONVEYING SYSTEMS</b>	<b>(not used)</b>
<b>DIVISION 15</b>	<b>MECHANICAL</b>	
15050	Basic Mechanical Materials and Methods	
15105	Pipes and Tubes	
15110	Valves	
<b>DIVISION 16</b>	<b>ELECTRICAL</b>	<b>(not used)</b>
	<b>END OF SECTION</b>	

**DOCUMENT 00020**

**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the CITY OF LAUDERHILL is seeking sealed proposals for the following work as specified.

**LIME HILL ROAD WATER MAIN UPGRADES  
FOR THE CITY OF LAUDERHILL  
BID No. 2023-028  
CITY OF LAUDERHILL, FLORIDA**

The City of Lauderhill will be accepting sealed bids until 1:45 P.M. on **May 30, 2023**. All proposal shall be submitted via IonWave <https://lauderhill.ionwave.net/> and will open such proposals at 2:00 P.M. in Room 134, City Hall, 5581 West Oakland Park Blvd., Lauderhill, Florida 33313. ***Proposals received after 1:45 P.M. EST will not be considered and will be returned to the proposer unopened.***

The City of Lauderhill is seeking proposals from qualified proposers, hereinafter referred to as the Contractor shall provide construction services to include all labor, material, equipment and incidentals required to install approximately 500 LF of 8-inch PVC water main, 20 LF of 8-inch DIP water main, 80 LF of 6-inch PVC water main, 55 LF of 6-inch DIP water main, two fire hydrants and water services to 15 existing town homes within the Inverrary Village on Honeysuckle Terrace and Lime Hill Road. Construction also includes transferring existing meters to new water main and abandoning the exiting water main in place.

Proposals will be ranked on a combined qualification and pricing for Bid **#2023-028 LIME HILL ROAD WATER MAIN UPGRADES FOR THE CITY OF LAUDERHILL**.

BID Documents may be examined and obtained on and after, **April 16, 2023** at the IonWave website <https://lauderhill.ionwave.net/>. Vendors who obtain solicitation documents from other sources than IonWave are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted and disseminated by the Finance/Purchasing Department via IonWave.

Proposal must be submitted no later than 2:45 P.M. on **May 30, 2023** via IonWave E-mailed and faxed proposals will not be accepted.

**Section 3**

If applicable, the work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701U (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects

covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and Youth Build Participants, as described at 24 CFR Part 75 (Section 3 Regulations).

### **Debarment Certification**

The prime contractor must provide a completed **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form** with its bid or proposal package to the owner (Attachments), if applicable.

### **Davis-Bacon/Prevailing Federal Wage Rates**

P.L. 111-88 requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents (see Wage Decision included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby a part of this contract, if applicable.

A non-mandatory pre-proposal meeting will begin at 10:00 A.M. on **May 3, 2023** in Room 135 at City of Lauderhill, City Hall, 5581 West Oakland Park Boulevard, FL 33313.

All bidders must register online with the City of Lauderhill. The direct link is: <https://lauderhill.ionwave.net/>.

Proposal 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 proposal, will be required. Bidder must use Bond form provided. No Bidder may withdraw his proposal 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 contract.

A liquidated damages clause outlining the extent and outcomes of non-compliance will be included and **rigorously enforced** on this project.

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 best interest of the citizens of the

City of Lauderdale. The winning bidder is required to enter into a contract with the City of Lauderdale.

CITY OF LAUDERHILL

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Kentrea White

Advertising dates: April 16, 2023 and April 23, 2023

DOCUMENT 00100

INSTRUCTIONS TO BIDDERS

1. SUBMITTAL

- 1.1 Sealed bids will be received until the time and date specified in the **Notice to Bidders**, Document 00020
- 1.2 Each bid shall be submitted via IonWave <https://lauderhill.ionwave.net/>:

Submitted By:

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Company Name

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Street Address

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City, State, Zip Code

- 1.3 If said bid is forwarded by mail, it shall be enclosed in another envelope addressed to the City Clerk, City of Lauderhill, 5581 W. Oakland Park Boulevard, Lauderhill, Florida, 33313. Bids will be received at the office of the City Clerk until the time and date specified in the **Notice to Bidder**, Document 00020. Bids received after the time and date specified will not be considered.

## 2. BIDS

- 2.1 It is understood by the bidder that the quantities in the bid are for comparison only. Certain portions of the bid or the entire bid document may be deleted from the awarded contract.
- 2.2 Bids shall be made upon forms provided for that purpose in DOCUMENTS 00500, 00100, 00300, 00310, 00402, 00403, 00420, 00421, 00450, 00480, 00485, 00490, 00495, 00600, 00601, 00650, 00700. Erasures or other changes in a Bid shall be explained or noted over the signature of the Bidder. Each Bidder shall submit one original plus two copies of the bid and its accompanying bid forms. The forms must be submitted in good order and with all blanks filled in.

## 3. IRREGULAR BIDS

- 3.1 Bids which are incomplete, conditional or which contain additions not called for, alterations or irregularities of any kind may be rejected.

## 4. SIGNATURES ON BIDS

- 4.1 Each Bidder shall sign his bid with his full name, company name and address. In cases where a firm or corporation submits a bid, the bid shall be signed with the full name of each member of the firm, or by the name of the officer or officers authorized by its by-laws, in addition to the firm or corporation signature with its official seal affixed hereto.

## 5. EXAMINATION OF CONTRACT DOCUMENTS

- 5.1 Bidders are notified that they must thoroughly examine the Contract Documents and Specifications which include the Notice to Bidders, Instructions to Bidders, ALL Bid Forms, General Conditions, Supplementary Conditions, Technical Specifications, Figures, Drawings, Maps, and any addenda issued prior to the opening of Bids.
- 5.2 Purchase of the Bid Documents must be made not later than ten (10) days prior to the closing date specified in the **Notice to Bidders**, Document 00020. Upon receipt of the required payment, the Bidder's name and contact information shall be entered in the "Plan Holders List" and will become eligible to submit a bid.

## 6. EXAMINATION OF SITE

- 6.1 This project will be for various site within the City of Lauderhill. Each Bidder shall visit the site of the proposed work before submitting his bid and shall fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of work under the Contract. By submission of a bid, the Bidder affirms that he (the

Bidder) has investigated and is satisfied as to the conditions of work to be performed and materials to be furnished and shall base his bid on his own opinion of the conditions likely to be encountered, and for the bid prices must assume all risk of variance, by whomsoever made, in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

6.2 Each Bidder shall thoroughly examine and be familiar with the contract documents and requirements. The failure of any Bidder to examine any form, instrument, addendum, or other documents, or to visit the site and acquaint himself with existing conditions there, shall in no way relieve any Bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this document.

6.3 No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of Contract Documents, nor will they be accepted as a basis in any claim whatsoever for extra compensation or for an extension of time.

## 7. DISCREPANCIES

7.1 Should a Bidder find discrepancies or ambiguities in, or omissions from, the Drawings and Specifications, or should he be in doubt as to their meaning; Bidder shall at once notify the Owner and/or Engineer.

## 8. INTERPRETATION OF PLANS

8.1 On all drawings the figured dimensions shall govern in case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the Drawings or of any discrepancy between the Drawings and Specifications. The Engineer shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the Drawings and Specifications as construed by the Engineer and the Engineer's decision shall be final.

## 9. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO OPENING OF BIDS

9.1 If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Drawings, Specifications, or other proposed Contract Documents, they may submit to the Owner and/or Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda duly issued and copies of such

addenda will be faxed and/or emailed to each person receiving a set of such documents. Request for interpretations or clarification of the Contract Documents must be made not later than ten (10) days prior to time of Bid opening as specified in the Notice to Bidders, Document 00020. The Owner will not be responsible for any other explanation or interpretation of the documents.

10. TIME OF COMPLETION

10.1 All work for this project shall be completed within the number of calendar days as indicated in the Bid of the successful Bidder. Refer to Document 00300.

10.2 Completion of the project shall imply complete possession by the Owner and all Contractual obligations met by the Contractor.

11. LABOR REGULATIONS

11.1 The Contractor shall fully comply with all laws and regulations concerning labor, work hours, wage rates, labor conditions, and related matters.

12. BID SECURITY

12.1 A certified check, bank draft, cashier's check, money order or bid bond, in the amount of not less than five percent (5%) of the Bid, shall be paid into the funds of the Owner as liquidated damages, if the Bidder fails to execute the written agreement and furnish the required contract security bond within fifteen (15) calendar days following written notice of award of the contract. The bid bond shall be countersigned by an agent of the Surety Company licensed to operate in the State of Florida.

13. RETURN OF BID SECURITY

13.1 Certified checks and Bid Bonds of the unsuccessful Bidders will be returned to the parties submitting same not later than fifteen (15) days after the execution of the contract. In the event that all Bids are rejected, the checks will be returned to all Bidders within fifteen (15) calendar days after date of rejection.

14. CONTRACT BONDS

14.1 The Successful Bidder shall furnish a Performance Bond in an amount of at least equal to one hundred percent (100%) of the current Contract Price as security for the faithful performance of this Contract and Payment Bond in the amount of at least one hundred percent (100%) of the current Contract Price for payment of all persons performing labor on the project under this Contract. The Surety on such bonds shall be by a duly authorized Surety Company satisfactory to the Owner.

## 15. QUALIFICATION OF BIDDER

- 15.1 A Bidder will be required to show to the complete satisfaction of the Owner that he has the necessary license(s), facilities, equipment, ability, manpower, and financial resources to perform the work in a satisfactory manner within the time specified. No contract will be awarded except to responsible Contractors and businesses capable of performing the class of work contemplated. The Bidder shall submit the Qualification Form (DOCUMENT 00420) with his Bid.
- 15.2 The issuance of this Document is the City's process to award a Contract for construction of the Project. Although subject to modification, the City expects the following remaining milestones in the procurement process:
- Hold Pre-Bid Meeting.
  - Receive Bids.
  - Bid opening
  - Evaluation and Ranking of Bid prior to selecting the "lowest responsible, responsive, and eligible Bidder".
  - Recommend Selected Bidder to City for award of Contract.
  - Award of Contract.
- 15.3 Bids received in response to this Document will be evaluated using the evaluation criteria described in Section 30 of this document.
- 15.4 After the identification of the Highest-Ranked Bidder, the final Contract will be prepared, incorporating applicable portions of its Bid. If for any reason, the Highest-Ranked Bidder and the City are unable to execute the Contract, the City may seek to execute the Contract with the next Highest-Ranked Bidder, and so on until the Contract is awarded or the procurement is terminated.
- 15.5 The City is committed to a fair, open process for interested parties to receive information about the Project and for the competitive procurement process that the City is proposing to utilize for selection and award of this Contract. Bidders are encouraged to submit written comments or questions concerning this Document as early as possible, but in no event, later than ten (10) days prior to the closing date specified in the **Notice to Bidders**, Document 00020. Interested parties are required to submit all questions or requests for information in writing, by email or fax to:

Email: [purchasing@lauderhill-fl.gov](mailto:purchasing@lauderhill-fl.gov)

16. DISQUALIFICATION OF BIDDERS

- 16.1 Any or all bids will be rejected if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future bids to the extent allowable by law.
- 16.2 Failure to completely and truthfully fill out all forms given in the BID package shall constitute grounds for disqualification of the BID.
- 16.3 Failure to submit bid documents at time and place state in Notice to Bidder Document 00020

17. WITHDRAWAL OF BIDS

- 17.1 A Bidder may withdraw his bid provided that request is made in writing and delivered either in person or by special delivery mail to the Owner not less than one hour prior to the time set for opening Bids. No bid may be withdrawn after the scheduled closing time for the receipt of Bids for a period of ninety (90) days.

18. OWNER'S RIGHTS RESERVED

- 18.1 The Owner reserves the right to accept any bid, which in his opinion is the lowest responsive bid that best serves the interest of the Owner. The Owner also reserves the right to reject any and all bids.
- 18.2 This Document constitutes an invitation to Bidders to submit Bid to the City. By responding to this Document, Bidders acknowledge and consent to the following conditions relative to the procurement process and the selection of a Bidder. Without limitation and in addition to other rights reserved by the City in this BID, the City reserves and holds, at its sole discretion, the following rights, and options:
  - To receive questions concerning this BID from Bidders and to provide such questions, and the City's responses, to all Bidders.
  - To supplement, amend, or otherwise modify the BID through the issuance of Addenda to all Bidders, and to supplement the BID with information items, prior to the date of submission of the Bid Bids. Addenda issued to this BID may expand or cancel any portion or all Work described in this BID.
  - To reject any or all bids if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future bids to the extent allowable by law.
  - To reject any or all Bid Bids, to waive any technicalities, immaterial irregularities, or minor informalities in the Bid Bids, to request clarifications or modifications during Bid evaluation and to select the Bidder whose Bid, in the City's judgment, best serves the interests of the City.

- To seek additional information from any and all Bidders to supplement or clarify the Bid Bids submitted.
- To eliminate any Bidder that submits an incomplete or inadequate Bid or is not responsive to the requirements of this BID.
- To discontinue discussions with the Highest-Ranked Bidder and commence discussions with the next Highest-ranked Bidder, and so on until the Contract is awarded or the procurement terminated.
- To visit and examine any of the references included in the Bid and others facilities designed or built by the Bidder.
- To cancel this BID in whole or in part, with or without substitution of another BID, if such cancellation is determined to be in the best interest of the City.
- To take any action affecting the BID process or the Project that would be in the best interests of the City.

19. OWNER REPRESENTATIVE AND CONSULTANT

- 19.1 The Agent for the Owner, the City of Lauderhill, in all matters pertaining to the work on this project shall be the City Engineer.

20. QUALIFICATION OF SURETY

- 20.1 The Contractor may provide a cash bond, an irrevocable letter of credit drawn on a Florida Bank acceptable to the City or a Surety Bond executed by a corporate surety company authorized to do business in the State of Florida, holding a certificate of authority from the Secretary of the Treasury of the United States as acceptable sureties on Federal Bonds and executed and issued by a resident agent licensed and having an office in the State of Florida, and resident agent in Broward County representing such corporate surety. Said Surety Bond or its equivalent shall be in effect prior to the issuance of any work permits and shall remain in effect until the provisions of the agreement to transfer ownership of any improvements have been fulfilled.

21. SUBCONTRACTORS

- 21.1 The Contractor shall furnish concurrently with Bid submission, a list of the names of the subcontractors proposed for all parts of the work. Subcontractors shall be listed in Document 00421.
- 21.2 Upon the Engineer's request, submit the name, address, phone number, and occupational license number. Indicate at least three references and three projects of similar nature.
- 21.3 The Owner shall promptly notify the Contractor in writing if, after due investigation, has reasonable objections to any subcontractor on such list and does not accept

him. Failure of the Owner to make objection to any subcontractor on the list by the date given on the Notice to Proceed shall constitute acceptance of such subcontractor. After acceptance, no subcontractor shall be changed without written approval of the Owner.

## 22. INSURANCE

22.1 The Bidder's attention is directed to the insurance requirements set out in the Supplementary Conditions herein. The Successful Bidder will be required, prior to execution of the contract by the Owner, to furnish certificate(s) of insurance and will cause to be issued by the insurance carrier, an endorsement naming the Owner and its Agents as the named insured under such contract of insurance.

## 23. POWER OF ATTORNEY

23.1 Attorneys-in-fact who sign contract bonds must file with each bond a certified copy of their Power of Attorney dated the same or subsequent to the Contract.

## 24. AWARD OF CONTRACT

24.1 The Contract, if awarded, will be awarded to the lowest responsible, responsive and eligible Bidder. Such a Bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work. The term "lowest responsible, responsive, and eligible Bidder" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability, and integrity necessary to the faithful performance of the work.

24.2 The Owner may reject all Bids at the Owner's sole option and re-bid either all or part of the work proposed by this Bid offering.

## 25. ACCEPTANCE PERIOD

25.1 The Bidder shall hold his Bid good for acceptance by the Owner for a period of not less than ninety (90) calendar days following the date of the Bid opening. The Bid guarantee required herein above shall be effective for this period.

## 26. AWARD PROTESTS

26.1 The City of Lauderhill has a written bid protest procedure to address all disputes regarding award recommendations, disqualification of Bidders and interpretation of Bidder-submitted information. Bidders must follow this procedure in order to perfect any protests against the award. This procedure is available from the Purchasing Department.

## 27. EQUAL OPPORTUNITY REQUIREMENTS

27.1 If awarded the Contract, the Bidder agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or marital status. The Bidder shall take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, handicap, or marital status. Such action shall include, but not be limited to, the following: employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

## 28. PERMITS AND FEES

28.1 The winning Bidder, after award of a contract, shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government. Permit fees by the City of Lauderhill shall be waived, all other fees shall be included as part of the Bid price.

## 29. SALES TAX

29.1 The Contractor shall familiarize himself with the requirements and procedures as applicable in the State of Florida pertaining to the exemption from State Sales Tax as it may apply to the Owner.

29.2 Under the approved procedures, the original contract between the political subdivision and the Contractor includes the costs associated with the work to be performed plus the materials to be incorporated into the work. After the work commences, the Contractor forwards a Purchase Requisition Form for the needed materials to the Owner. The Owner prepares a Purchase Order which includes the Owner's exemption certificate, and transmits it back to the Contractor. The materials are delivered to the Contractor who is responsible for ensuring that the correct quantities of materials are delivered, at the correct price. The Owner then sends the Contractor a Notice of Reduction of the contract price, and draws a check payable directly to the vendor.

29.3 Under this Contract, the City of Lauderhill may incorporate the Sales Tax Exemption Program for certain items. The Owner retains legal and equitable title to all directly purchased materials. A requirement for utilizing the approved procedures is that neither the Contractor nor any subcontractor may be the vendor of any of the materials purchased as a part of this program. The City reserves the right to alter the selections in this paragraph prior to award of the Contract.

- 29.4 Under the approved procedures, the Contractor still assumes responsibility for ordering, receipt, and handling of the construction materials. The Contractor coordinates the purchases, ensures that the appropriate material warranties or guarantees are obtained, inspects and assesses the materials at the time of delivery, and assumes liability for loss or damage to the materials following acceptance, if such loss or damage is due to the negligence of the Contractor. The Contractor remains responsible for all damages resulting from the incorporation of defective or nonconforming construction materials. The Owner retains legal and equitable title to all directly purchased materials, and maintains builder's risk insurance for these materials. A requirement for utilizing the approved procedures is that neither the Contractor nor any subcontractor may be the vendor of any of the materials purchased.
- 29.5 Pursuant to TAA 95(A)-046, these procedures ensure the tax-exempt status of the materials purchased for a public works contract.

### 30. EVALUATION OF BID

- 30.1 During the Bid Opening, Bid Proposals will be individually evaluated for "conformance". Any Bid Proposal determined to be incomplete in any material respect may be deemed "non-responsive" and may be rejected in its entirety at that time. Materially responsive Bid Proposals will include the following:
- Delivery Bid Proposals to the correct address by the specified time.
  - Bid Bond for 5% of the contract value.
  - Price shall be submitted using Bid Proposal Form 00300A
  - Completed, signed and where applicable, notarized Bid Proposal Forms and Attachments
  - Bidder has provided proof of commitment for required insurance, payment bond and performance bond requirements.
  - No exceptions taken to the draft Contract as part of the Bid Proposal.

#### Local vendor preference policy

In the award of bids and the determination of the lowest, best, and responsible bidder, the city commission may award a preference based upon vendors, contractors, or subcontractors who are local with a preference as follows. The application of this policy is within the discretion of the city commission.

#### Tie bids

If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder, and in the event of a tie bid by local vendors, the contract may be split when it is to the city's advantage.

30.2 *Lowest fully responsive and responsible bidder.* The Contract shall be awarded to the lowest fully responsive and responsible bidder. In determining "lowest fully responsive and responsible bidder," in addition to price, the purchasing officer may consider:

- i. The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
- ii. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without undue delay.
- iii. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- iv. The quality of previous performances by the bidder.
- v. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- vi. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- vii. The quality, availability, and adaptability of the supplies or contractual services offered to the particular use required, including the availability of recycled materials.
- viii. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- ix. The number and scope of conditions attached to the bid.

END OF DOCUMENT