

**SECTION 4
BID FORM**

Submitted: _____
Date

City of Miami, Florida
Office of the City Clerk
City Hall, 1st Floor
3500 Pan American Drive
Miami, Florida 33133-5504

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

The Bidder further declares that it has examined the site of the Work and informed itself fully of all conditions pertaining to the place where the Work is to be done; that it has examined the Contract Documents and all addenda thereto furnished before the opening of the bids, as acknowledged below; and that it has satisfied itself about the Work to be performed; and that it has submitted the required Bid Guaranty; and all other required information with the Bid; and that this Bid is submitted voluntarily and willingly.

The Bidder agrees, if this Bid is accepted, to contract with the City, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by the Contract Documents for the Project(s) entitled:

Bid No: 15-16-014
Title: CURTIS PARK BOAT RAMP, B-35806

The Bidder also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security, if permitted by the City, each for not less than the total Bid price plus alternates, if any, and to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Bid guaranty accompanying the Bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond and Payment Bond or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the City. In the event of a discrepancy between the price Bid in figures and the price Bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

BID FORM (Page 2 of 11)

Note: Bidders are bidding on estimated quantities for the purpose of determining the lowest responsive and responsible bidder. Payments will be made based on unit prices of actual quantities installed. Where a discrepancy exists between the unit price and the extended price the unit price will prevail. Where there is a discrepancy between the numerical and written Bid Amount, the written Bid Amount will prevail. **City Form SU must be submitted with your bid. The SU Form can be found posted on the webpage with the bid documents.**

The Bid Amount includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required in accordance with the Bid Specifications.

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Bid Item A – Demolition

Furnish all labor, materials and equipment for the demolition and removal of asphalt, piles, etc. as indicated in construction documents.

Bid Item A - Lump Sum _____

Bid Item B - New, Reconstruction and Repair of Boat Ramp

Furnish all labor, materials and equipment for the construction of the boat ramp launch area, installation of concrete piles, concrete dock and ramp, installation of the new bulkhead, as indicated in the construction documents.

Bid Item B - Lump Sum _____

Bid Item C - New, Reconstruction and Repair of the Parking lot Including Drainage System

Furnish all labor, materials and equipment for the reconstruction, new layout and re-striping of the existing parking lot, including drainage system as indicated in the construction documents.

Bid Item C - Lump Sum _____

Bidders shall add the following Allowances to their bid:

Allowance for Soil Remediation	\$200,000.00
Allowance for permit fees	\$40,000.00

***TOTAL BID
CONSTRUCTION COST:***

\$ _____

Written Total Bid Construction Cost

Part I: DIRECTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES, AND PARTS III AND IV (If applicable)

Part I: Listed below are the dates of issue for each Addendum received in connection with this Bid:

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Part II: _____ No addendum was received in connection with this Bid.

Part III; Certifications

The Bidder, by virtue of signing the Bid Form, affirms that the Bidder is aware of the following, and shall comply with all the stated requirements.

1. Community Small Business Enterprise ("CSBE") Requirements

Bidder certifies that it has read and understood the provisions of City of Miami Ordinance 13331, codified as Section 18-89 of the City Code, pertaining to the implementation of a "Community Small Business Enterprise" requirement. Evaluation of bidder's responsiveness to Ordinance Section 13331 shall be a consideration in the award of a contract.

2. Non-Collusion

Bidder certifies that the only persons interested in this Bid are named herein; that no other person has any interest in this Bid or in the Contract to which this Bid pertains; that this Bid is made without connection or arrangement with any other person. Bidder certifies that the selected independent third-party verifier will verify and certify compliance data and reports honestly and accurately; and

3. Drug Free Workplace

The undersigned Bidder hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Bidder's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Bidder's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the Contract a copy of the statement required by subparagraph (1);

- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- (5) Notifying the City in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs(1) through (6); and

4. Lobbying

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure; and

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per QMB).

5. Debarment, Suspension and Other Responsibility Matters

The Bidder certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (e) In addition, factors to be considered in determining responsibility of prospective contractual parties shall include but not be limited to:
 - (1) Bidder does have availability of appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, to meet all contractual requirements;
 - (2) Bidder does have a satisfactory record of performance;
 - (3) Bidder does have a satisfactory record of integrity;
 - (4) Bidder does possess qualified legal standing to contract with the City;
 - (5) Bidder will be in compliance in supplying all requested information connected with the inquiry concerning responsibility;
- (f) Bidder has not had a termination, suspension, or cancellation of a City contract, in whole or in part, for cause, due to a default by the Bidder or Offeror, within the past five (5) years, which has not been reversed on appeal by a court of competent jurisdiction; or
- (g) Bidder has not withheld a payment or nonpayment of moneys due the City from the Bidder or Offeror, within the past five (5) years, unless the full amount of such moneys due the City
- (h) have been deposited with a court of competent jurisdiction in Miami-Dade County, Florida, pursuant to the provisions of Fla. R. Civ. P. 1.600 titled "Deposits in Court", as amended, or other applicable Federal, State or Local Rules of Court, and are subject to distribution to the City or withdrawal by the City by order of the court.

BID FORM (Page 7 of 11)

(i) The Bidder shall provide any information requested by the chief procurement officer or purchasing agent concerning responsibility. If such contractual party fails to provide the requested information, the determination of responsibility may be made upon available information or the prospective contractual party may be found nonresponsible. The prospective contractual party may demonstrate the availability of necessary financial, equipment, facility, and personnel resources by submitting:

(1) The bidder will, upon request, furnish evidence that the contractual party possesses such necessary resources;

(2) Bidder affirms it has acceptable plans to subcontract for such necessary resources; or

(3) Bidder will, upon request, submit a documented commitment for, or explicit arrangement with, satisfactory sources to provide such necessary resources.

Where the prospective Bidder is unable to certify to any of the statements in this certification, such Bidder shall submit an explanation to the City of Miami in writing.

6. Local Workforce Participation Requirements

The Bidder certifies to the best of its knowledge and belief, that it and its principals:

(a) have read and understood the provisions of City of Miami Ordinance 13332, codified as Section 18-89 of the City Code pertaining to the local workforce participation requirements on a quarterly basis;

(b) have identified in City Form Subcontractor Utilization (“**SU**”) a third party independent who verifies and is properly licensed under the provisions of F.S. 454,471,473, or 481 and who is not with the contractor; and

(c) the selected third party, who independently verifies compliance with this section, must have a minimum of 2 years of experience as required in Ordinance No. 13332, codified as Section 18-89 of the City Code;

Part IV; Certification – Trench Safety Act

The Bidder, by virtue of signing the Bid Form, affirms that the Bidder is aware of Section 553.60, et. seq., Florida Statutes, the Trench Safety Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and subcontractors.

The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

Bidder acknowledges that included in the various items of the proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act. These items are a breakout of the respective items involving trenching and will not be paid separately. They are not to be confused with bid items in the schedule of prices, nor be considered additional Work.

BID FORM (Page 8 of 11)

The Bidder further identifies the costs and methods summarized below:

Description	Unit	Quantity Price	Unit Price	Extended .	Method
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Total \$ _____					

Attached is a Bid Bond [], Cash [], Money Order [], Unconditional/Irrevocable Letter of Credit [], Treasurer's Check [], Bank Draft [], Cashier's Check [], Bid Bond Voucher [] or Certified Check [] No. _____ Bank of _____ for the sum of _____ Dollars (\$ _____).

The Bidder shall acknowledge this Bid and certifies to the above stated in Part III and IV by signing and completing the spaces provided below.

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

City/State/Zip: _____

Telephone No.: _____

Facsimile No.: _____ E-Mail Address: _____

Social Security No. or Federal I.D.No.: _____ Dun and Bradstreet No.: _____ (if applicable)

If a partnership, names and addresses of partners:

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

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

Secretary: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

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

Partner: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)**

Joint ventures must submit a joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture. If there is no joint venture agreement each member of the joint venture must sign the Bid and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

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

Signed: _____

Print: _____

NOTARIZATION

STATE OF _____)

COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC