

CONSTRUCTION BID FORM

CONSTRUCTION OF

CALOOSAHATCHEE RIVER (C-43) WEST BASIN

STORAGE RESERVOIR PUMP STATION S470, HENDRY,

COUNTY, FL

CONTRACT NO. 6000000860

The statements completed below are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Respondent knowingly rendered an erroneous statement, certification or representation in this document, the Director of Procurement may terminate the contract resulting from this solicitation for default and the District may suspend or debar the Respondent or pursue any other available remedies.

A. STATEMENT OF BUSINESS ORGANIZATION

Legal Business Name (Prime Bidder):	Florida Contractor Licensee's Name:				
If applicable, different business name under which the bidder is operating for this response:	License Number:				
	License Type:				
	State or Country:				
Mailing Address:	License Limitations, if any (Attach a separate sheet, if necessary):				
Remittance Address:	Type of Organization – check below				
Telephone No.:	Corporation	Partnership	Joint Venture	Sole Proprietorship	Not for Profit
Fax No.:					
Email Address:	Agree to Extend Prices to Other Governmental Agencies? <input type="checkbox"/> Yes <input type="checkbox"/> No				
FEID No.:					
Key Contact Name(s)/Telephone No.(s):	Name(s):			Telephone No.(s):	

B. STATEMENTS OF MATERIAL REPRESENTATION

The Bidder, by signing on page five (5) of this Bid Form, hereby certifies to the South Florida Water Management District (District) that neither the Bidder, nor its agents, principals and proposed subconsultants or subcontractors:

1. Is temporarily or permanently on the District's Suspension List.
2. Is temporarily or permanently debarred from participating in public contract lettings in Florida or any other state.
3. Is now or in the past 36 months been on the State of Florida's Convicted Vendor List/Discriminatory Vendor List.
4. Has lobbied, either individually or collectively, the District's Governing Board members, District evaluation committee members, or other District employees for any purpose in connection with this solicitation which may influence the outcome of the selection process.
5. Has employed or retained any person or company to solicit or obtain a contract resulting from this solicitation and has not paid or agreed to pay any person or company employed or retained to solicit or obtain a contract resulting from this solicitation any commission, percentage, brokerage or other fee contingent upon or resulting from contract award.

C. ADDITIONAL REPRESENTATIONS

1. Pursuant to and in compliance with the DISTRICT'S notice inviting sealed Bids (Request for Bids), Contract Documents and the other documents relating thereto, the undersigned Bidder, having familiarized itself with the terms of the Contract Documents, as defined in the General Terms & Conditions, site and local conditions affecting the performance of the CONTRACT, and the cost of the work at the place where the work is to be done, hereby bids and agrees to perform within the Contract Times, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract Documents, including all Addenda. Respondent acknowledges that it is responsible for receipt of any and all addenda from the District's website (www.sfwmd.gov, Procurement and Contracts, Current and Pending Solicitations).
2. The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents. The undersigned Bidder further agrees to pay liquidated damages as described herein and as provided in the Contract Documents, which shall be in addition to such other amounts for actual delay damages.
3. The undersigned as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; and the Bidder bids and agrees, if the Bid is accepted, that the Bidder will execute a contract with the DISTRICT in the form set forth in the Contract Documents; that the Bidder will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, and that the Bidder will comply with all Small Business Enterprise requirements.
4. Pursuant to and in compliance with the DISTRICT's Invitation to Bid, the Contract Documents, Supplemental Conditions, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, materials, and equipment to do the work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the price herein as follows. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the LOWEST sum. Discrepancies in the extension of the unit price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

SCHEDULE OF BID PRICES

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
A.	TOTAL PROJECT	JOB	1	LUMP SUM	
B.	MICROWAVE SYSTEM INSTALLATION	ALLOWANCE	1	LUMP SUM	\$1,178,472.00
C.	SR80 REVETMENT	JOB	1	LUMP SUM	
D.	TOWNSEND CANAL	JOB	1	LUMP SUM	
BASE BID:					\$

5. The DISTRICT and Bidder recognize that time is of the essence of this Contract and Bidder recognizes that the DISTRICT will suffer financial loss if the Work is not completed within the Contract Times, plus any extensions thereof allowed in accordance with Article 12 of the General Terms & Conditions. The DISTRICT and Bidder also recognize the delay, expense and difficulties involved in proving actual delay damages (excluding engineering fees and inspection costs) suffered by the DISTRICT in a legal or arbitration proceeding if the work is not completed on time. Accordingly, Bidder agrees to pay DISTRICT as liquidated damages \$4,800.00 per day each day CONTRACTOR exceeds the time specified for Substantial Completion as indicated on the front cover of this solicitation. After Substantial Completion, the Bidder agrees to pay DISTRICT as liquidated damages \$2,100.00 per day each day CONTRACTOR exceeds the time specified for Final Completion as indicated on the front cover of this solicitation.

6. ACCOMPANYING THIS BID IS a _____
(insert the word(s): "Bid Bond," "certified check," or other security as provided by law, as the case may be)
in an amount equal to at least **5%** of the total Base Bid, payable to the SOUTH FLORIDA WATER MANAGEMENT DISTRICT. The DISTRICT may deposit all Bid securities upon receipt. The undersigned agrees that, in case of failure on Bidder's part to deliver the Insurance and the Bonds within seven (7) business days after receipt of the Notice of Apparent Low Bidder, or failure to execute and deliver the said Contract within seven (7) business days after receipt, any Bid Bond, or securities accompanying the Bid, shall be paid into the funds of South Florida Water Management District, otherwise, any securities accompanying this Bid shall be returned to the undersigned. Bid bonds will be returned only upon request.
7. The undersigned provides above-named Bid Security as a Bid guaranty and agrees that it shall be forfeited to the DISTRICT in case this Bid is accepted by the DISTRICT and the undersigned fails to execute a contract with the DISTRICT as specified in the contract documents, accompanied by the required statutory payment and common law performance bonds with sureties satisfactory to the DISTRICT, and accompanied by the required certificates of insurance coverage, and endorsements. Should the DISTRICT be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay DISTRICT's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.
8. In addition to the Bid Security, also accompanying this Bid, are all items listed on the Bid Form Checklist and all other documents as may be required.
9. Bidder agrees to maintain pricing and furnish any or all items upon which prices are offered for a minimum period of one hundred twenty (120) calendar days from the date specified in the solicitation for receipt of bids.
10. The undersigned as Bidder agrees that substitutions or "or-equal" items will not be considered until after the Effective Date of the CONTRACT and will be evaluated in accordance with Article 6.05 of the General Terms & Conditions.

D. BIDDER'S QUESTIONNAIRE

1. Organization

- 1.1 Title and name of Principals (President, Vice-President, Secretary and Treasurer, if a corporation; partners, if a partnership: _____

- 1.2 If respondent is a corporation, provide certification from the Florida Secretary of State verifying respondent's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Florida. In the case of a sole proprietorship, provide Social Security numbers for ALL owners or partners. In the case of a "dba", provide a copy of the fictitious name affidavit filed with the Clerk of the Court.
- 1.3 If your organization has ever been convicted of a felony, or has felony charges pending, in any state within the last three years from the date of Bid opening, disclose with this Questionnaire all material facts pertaining to any such felony conviction or any such pending felony charges against (a) your organization, (b) any business entity related to or affiliated with your organization, or (c) any present or former executive employee, officer, director, shareholder (owning twenty percent (20%) or more of the outstanding shares), partner, or owner of your organization or of any such related or affiliated entity. Attachment _____, consisting of _____ pages.

2. Licensing

- 2.1 If your organization holds valid contractors' licenses covering all classifications and sub-classifications of work which your organization intends to self-perform, attach a list of all such licenses together with a copy of each license. Attachment _____, consisting of _____ pages.

3. References

- 3.1 Bidder shall provide verifiable references as described in Article 10 of the Instructions to Bidders. The references provided **must be verifiable and acceptable by the District** at the District's sole discretion.
- 3.2 For references, Bidder shall provide the client name, client phone number, and client e-mail address. Bidder shall describe the projects in sufficient detail as they directly relate to the work of this RFB.
- 3.3 The District shall have, at its sole discretion, the ability to determine the suitability and relevancy of the provided references and may reject any and all bids based on the references provided.

Attachment _____, consisting of _____ pages.

4. Additional Information

Does your organization rent or lease equipment or facilities from other affiliate organizations? If so, state the name of the affiliate organization(s): _____

5. Financial Statement

Upon request, the Apparent Low Bidder, within seven (7) business days upon receipt of Notice of Apparent Low Bidder, shall provide a current financial statement, certified by a Certified Public Accountant, for Bids over \$1,000,000. For Bids under \$1,000,000, the information shall be sworn and attested to by the owner, partner or corporate offices. The financial statements shall be provided in a separate sealed envelope, marked with the Bidder's Name, Contract Number and Title, and the words "FINANCIAL INFORMATION, CONFIDENTIAL".

E. NON COLLUSION CERTIFICATION

The respondent hereby represents and certifies that all statements of fact in the bid/proposal are true and that its bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization nor corporation. Respondent further certifies that the bid/proposal has been prepared independently without collusion, consultation, communication or written agreement with any undisclosed person, partnership, company, association, organization or corporation and has not colluded, conspired, connived or agreed, directly or indirectly, to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair competitive advantage for one or more bidders/proposers over other bidders/proposers. Respondent certifies that no more than one (1) bid as Prime Contractor for the work to be performed as described in the Contract Documents will be submitted from the respondent under the same or a different name and that respondent has no financial interest in another respondent for the same Project. The District will prosecute any violation of this representation to the fullest extent of the law. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid quotation, proposal or other act incidental to doing business with the South Florida Water Management District may result in suspension or permanent debarment if the respondent is placed on the State's Convicted Vendor List. In addition to any other rights or remedies it may have, the District reserves the right to terminate any existing contracts that a respondent has with the District based on the commission of any of the above wrongful acts. These rights may be exercised at any time whenever the commission of any of the above wrongful acts comes to the District's attention even if this occurs after award of a contract to the respondent.

Bidder acknowledges and understands that all five (5) pages of this Bid Form must be complete, attached to the bid and timely filed and signed by a representative with authority to bind the firm or the respondent will be deemed non-responsive to the requirements of this solicitation.

NOTE: If a Bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, Bidder's signature shall be placed below; if a partnership, the names of the general partners.

NAME AND TITLE OF INDIVIDUAL AUTHORIZED TO BIND THE PRIME BIDDER:

Name

Title

Signature

Date

Attest (Required for CORPORATION)

I, _____, CERTIFY THAT I AM THE SECRETARY/
ASSISTANT SECRETARY OF THE CORPORATION, NAMED AS PRINCIPAL IN THE WITHIN BID;
THAT THE CORPORATE OFFICIAL WHO SIGNED THE SAID BID ON BEHALF OF THE PRICIPAL,
WAS THEN A CORPORATE OFFICIAL OF SAID CORPORATION; THAT I KNOW THEIR SIGNATURE
IS GENUINE; AND THAT SAID BID WAS DULY SIGNED AND ATTESTED FOR AND IN BEHALF OF
SAID CORPORATION BY AUTHORITY OF ITS GOVERNING BODY.

Secretary / Assistant Secretary

Witness: _____
(Required for PARTNERSHIP OR INDIVIDUAL)

Witness: _____
(Required for PARTNERSHIP OR INDIVIDUAL)