

## **WORK SUMMARY**

### **PART 1 – GENERAL**

#### **1.01 – REQUIREMENTS AND SPECIFICATIONS**

### **PART 2 – PRODUCTS**

### **PART 3 – CONTRACT CLOSEOUT**

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### **PART 1 – GENERAL**

Pursuant to *Section 2-159(2) of the Town of Dundee Code of Ordinances*, the Town of Dundee (the “Town”) is seeking *competitive sealed bid(s)* on and/or for **FY 2024-2025 Betty Ave Drainage Repairs** (the “Services”) in accordance with the requirements and specification set forth herein and as described in the attached *Work Summary* incorporated herein by reference. The Town requires certain items to be included in the *Bid Submission*, as follows:

#### **1.01 – REQUIREMENTS AND SPECIFICATIONS**

- A. The “FY 2024-2025 Betty Ave Drainage Repairs” includes the furnishing of all labor, materials, equipment and plant supervision necessary for the extension of Camp Endeavor Blvd. Specified below:
- B. All work is to be completed within 60 business days from Receipt of the Notice to proceed.
- C. Work includes but not limited to preparation of road Right-of-way including grading and removal of any foreign or deleterious materials, preparation for drainage repairs to plan grade and specifications, restoration and fine grading of right-of-way outside of paved areas, sodding of all disturbed areas outside the roadway footprint. Maintenance of Vehicular Traffic (TTC/MOT), maintenance of pedestrian traffic, erosion control and other incidental work necessary to complete the project.
- D. The Contractor(s) shall furnish all necessary TTC/MOT plans and obtain approval for the TTC/MOT plans from the Town of Dundee prior to any work.
- E. Project to be completed in accordance with the contract documents which includes, but is not limited to, Work summary, terms and conditions.
- F. If awarded, the Contract(s) will be awarded based on the lowest responsible/ responsive bid for the project. Past performance on similar contracts will be heavily weighted in determining responsibility of low bidder.

- G.** The Contractor will not work on or keep any equipment on any private property without the permission (**MUST BE IN WRITING**) of the property owner involved. The Contractor during the construction period may leave their rollers, and other essential equipment on adjacent streets if no private driveways are blocked and all equipment is marked with reflective barricades. The contractor shall be responsible for damage to any private property including trees, curbs, mailboxes, private yards and street signs. All heavy accumulations shall be removed by the contractor at his expense.
- H.** The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- I.** It shall be the contractors' responsibility to obtain a water meter construction meter for any water that may be needed on this project.
- J.** All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards.
- K.** Payments will be on a lump sum basis for the estimated length of street paving.

**L. FINAL CLEANING**

- Execute final cleaning prior to final inspection
- Clean surfaces exposed to view, remove stains and foreign substances
- Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces
- Remove waste and surplus materials, rubbish and construction facilities from the site.

**M. EXPERIENCE AND HISTORY**

- Include an introduction that clearly demonstrates a comprehensive understanding of the Proposer of the objective and scope of this RFP.
- Provide a description and history of the firm focusing on experience.
- State the number of years the company has been in business.
- Provide at least three (3) references for which your company has provided **Storm water repairs services**, including contact names, addresses, telephone numbers, and e-mail addresses. References may or may not be contacted during the bid process.

## **N. RESPONSIVENESS TO RFP**

- Proposers shall provide a narrative statement that illustrates their understanding of the requirements of the project.
- Proposals shall include the complete name and address of their firm and the name, mailing address, email address, and telephone number of the person the Town should contact regarding the proposal.
- The proposers shall confirm that the firm will comply with all the provisions in this RFP and that the firm is not currently involved in official reorganization or bankruptcy proceedings. The Proposer must be authorized or have the ability to transact business in the State of Florida. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.
- Proposers shall provide a sample invoice with their bid.

## **PART 2 – PRODUCTS**

All products and materials shall meet or exceed all specifications set forth by this **RFP 25-04**, as described in either graphical or in written form, and/or as required in writing by the Town of Dundee.

## **PART 3 – CONTRACT CLOSEOUT**

### **3.1 CLOSEOUT PROCEDURES**

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

### **3.2 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

### **3.3 WARRANTIES**

- A. All work, materials, and workmanship shall be warranted for a minimum of one calendar year from the date of acceptance by the Town of Dundee.



## BID SUBMISSION FORM

### FY 2024-2025 – Betty Ave Drainage Repairs

**RETURN DATE:** \_\_\_\_\_

**RETURN TO:** Office of the Town Clerk  
**Attn: RFP 25-04**  
Town of Dundee  
P.O. Box 1000  
202 East Main Street  
Dundee, Florida 33838

| ITEM | QTY | UNIT | UNIT COST (\$) | TOTAL COST (\$) |
|------|-----|------|----------------|-----------------|
| 1.   |     |      |                |                 |
| 2.   |     |      |                |                 |
| 3.   |     |      |                |                 |
| 4.   |     |      |                |                 |
| 5.   |     |      |                |                 |
| 6.   |     |      |                |                 |
| 7.   |     |      |                |                 |
| 8.   |     |      |                |                 |
|      |     |      |                |                 |
|      |     |      |                |                 |
|      |     |      | TOTAL (\$)     |                 |

### ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: \_\_\_\_\_

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

Company City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.**

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**PRIVATE PROVIDER FIRM** \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:**

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME \_\_\_\_ Produced I.D. \_\_\_\_\_

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

## **NONCOLLUSION AFFIDAVIT OF BIDDER**

**State of Florida**

**County of Polk**

**I \_\_\_\_\_ (“Affiant”), being first duly sworn, deposes and says that:**

- (1) Affiant is \_\_\_\_\_ (insert job title) of \_\_\_\_\_ (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

### **THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:**

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME \_\_\_\_ Produced I.D. \_\_\_\_\_

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

## **CERTIFICATION OF DRUG-FREE WORKPLACE**

I \_\_\_\_\_ (“Undersigned”), certify that:

- (1) Undersigned is \_\_\_\_\_ (insert job title) and duly authorized to act on behalf of the Vendor \_\_\_\_\_ that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
  - (a) 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 prohibition.
  - (b) 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.
  - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
  - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (e) 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.
  - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Vendor, \_\_\_\_\_, acknowledges, understands, and complies fully with the above requirements.

DATE: \_\_\_\_\_ NAME OF ENTITY: \_\_\_\_\_

PHONE/FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

## **SALES TAX SAVINGS FORM**

**CONTRACT NUMBER:** \_\_\_\_\_

**NAME OF PROJECT:** \_\_\_\_\_

| <b>MATERIALS</b> | <b>(1) Amount in Contract</b> | <b>(2) Sales Tax</b> | <b>(3) Net Amount</b> |
|------------------|-------------------------------|----------------------|-----------------------|
|                  |                               |                      |                       |
|                  |                               |                      |                       |
|                  |                               |                      |                       |
|                  |                               |                      |                       |
|                  |                               |                      |                       |
|                  |                               |                      |                       |
|                  |                               |                      |                       |

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

## **HUMAN TRAFFICKING AFFIDAVIT**

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the VENDOR, we certify that the VENDOR identified herein does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

**[Name of Vendor]:**

Executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, ☐ who is personally known to me, or ☐ produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature  
Print Notary Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_