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City Commission

Jeff Triplett  
Mayor

Mark McCarty  
District 1

Dr. Velma H. Williams  
District 2, Vice Mayor

Randy Jones  
District 3

Patty Mahany  
District 4

Interim City Manager  
Tom George

Purchasing Manager  
F. William Smith

## Invitation for Bids

**Date Issued: August 4, 2011**

**Opening Date and time: September 7, 2010 at 2:00 P.M.**

**Solicitation Number: IFB 10/11-22**

### INSTALLATION OF BRICK PAVERS

The City of Sanford, Florida hereby requests sealed bids from qualified vendors/contractors/providers to provide/perform **"Installation of Brick Pavers."** This invitation and the response selected for award will provide the basis for the establishment of a continuing contract to enable immediate response when a need for the included services occur.

Specifications, submission forms, documents and relevant information may be obtained by Downloading the solicitation at the Onvia DemandStar web site which can be accessed through the City of Sanford's web site: [www.sanfordfl.gov](http://www.sanfordfl.gov) under Departments select Purchasing then Sanford Bid Information. Planholder's Lists, tabulations, addenda issued, short lists, and subsequent awards, if any, may be found on the City of Sanford's web site. **This information will not be provided by telephone or FAX.**

Bids delivered after the date and time indicated above will not be opened or otherwise considered. Please note that facsimile, telegraph, email or bids not enclosed in a sealed envelope will not be opened or considered. Submissions delivered after the date and time indicated above will not be opened or otherwise considered. Any uncertainty regarding the time a bid is received will be resolved against the bidder.

Except where specifically indicated by the solicitation, it is noted that information, documents, addenda, etc. provided by sites or services other than **Onvia DemandStar, the official site for posting the City of Sanford's solicitations**, shall not have standing in case of conflict or missing notifications regarding addenda.

The designated bid opening is hereby identified and limited to an event to publically disclose the names of the bidders and the amounts bid. It is **not** a forum or venue for items of business other than the disclosure indicated above.

Persons with disabilities needing assistance to participate in any of these proceedings should contact 407.688.5025 at least 48 hours in advance of the meeting.

Respectfully,

F. WILLIAM SMITH, Purchasing Agent

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## GENERAL BIDDING INSTRUCTIONS

**INTRODUCTION:** This Invitation for Bids is for the Installation of 4 X 8 X 2 3/8 inch clay brick pavers in islands at various locations in the City of Sanford. Each project varies in size from 180 square feet to 800 square feet.

**The City reserves the following rights:**

- A. The obligations of the City as relevant to any award as a result of this solicitation are contingent upon the availability of appropriated funds for the anticipated contract. Also, it is hereby provided that the City of Sanford reserves the right, in the event that the lowest responsive bid is in excess of the funding reserved for the goods and/or services described herein, to negotiate with the lowest responsive bidder in an effort to establish a contract for the procurement of said goods and/or services.**
- B. To reject any and all bids either in part or in their entirety, to waive informalities, and to effect an award or to make no award as deemed to be in the best interests of the City.
- C. To negotiate with the lowest responsive bidder to develop a solution which is within the context of allocated funding when all of the bids submitted exceed funds designated for the project.
- D. To declare any Bidder ineligible at any time during the bid process where developments arise which adversely affect the Bidder's responsibility.
- E. To conduct any investigation and consider any evidence relevant to the qualifications and capabilities of the bidder to perform the work contemplated. The investigation may include, but is not limited to, a detailed review of references, current and previous entities for whom similar work has been performed, an inspection of the bidders equipment, personnel and any other evidence including financial, technical and other qualifications and abilities of the bidder.
- F. This solicitation and any resultant contract(s), including purchase orders, shall be governed by the Laws of the State of Florida and the Purchasing Policy of the City of Sanford, Florida. Further, the parties hereto agree that the state or federal courts located in the State of Florida shall have the exclusive jurisdiction over this solicitation and any resultant contract(s) including purchase orders. Also, in the event of any litigation, the venue shall be of the Eighteenth Judicial Circuit in and for Seminole County, Florida.

### 1. PREPARATION OF BIDS

- A. Bidders are expected to examine this Bid form, attached drawings, specifications, if any and all instructions. It is noted that the painting specifications will be provided at the Mandatory Prebid Conference. It is further noted that information provided at the prebid conference will become part of this document and fully binding in any event. Failure to examine all documents provided with this document or at the prebid conference will be at the Bidder's risk. Bidders are responsible to make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this bid package. No plea of ignorance or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work pursuant to this bid package as a result of failure to make the necessary examinations and investigation 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 the contract, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time. Any exceptions or deviations to the bidding documents shall be resolved against the bidder and will result in negating the associated bid.
- B. All prices and negotiations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing quotation. All bids/quotations/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- C. Each Bidder shall furnish the information required on the Bid Form and each accompanying sheet thereof on which he makes an entry. **Bids must be submitted on using the form provided or as instructed and shall include all attachments indicated. Failure to include the required forms, correctly completed, may disqualify your bid.**
- (1) **DO NOT RETURN THE ENTIRE BID PACKAGE. Only the bid documents and forms indicated on the BID SUBMISSION CHECK LIST are designated as THE BID. For number of originals and copies of the bid, please note the instructions provided on the BID SUBMISSION CHECK LIST.**
- D. All costs associated with preparation and submission of the bid(s) and any other information shall be borne entirely by the bidder(s).
- E. QUESTIONS: Any Bidder who is in doubt as to the true meaning of any part of the Bidding Documents, or finds a discrepancy or omission therein, may contact F. William Smith, Purchasing Manager for an interpretation or correction. Said interpretation or correction shall be provided to all plan-holders as an addendum to the request. **Only interpretation,**

**instructions or correction(s) given, in writing, by the Purchasing Manager will be binding.** Prospective bidders are hereby notified that no other source is authorized to give information concerning, explaining and/or interpreting this Invitation to bid.

- (1). To enable timely issuance of addenda, questions, requests for clarification or correction must be submitted seven (7) days prior to the indicated opening date.
- (2). **NOTE: To ensure that your bid/proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submitting your response. Please note that failure to provide the requested information in the form and format requested may render your bid/proposal non-responsive.**

2. **ANTI-DISCRIMINATION STATEMENT**

The City of Sanford is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all Federal, State, and Local Laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age and gender.

3. **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

By submission of this Bid, the Bidder certifies, and in the case of a Joint Bid, each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this Bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any Competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any Competitor; and
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit a Bid for purpose of restricting competition.
- D. Bidder warrants the prices set forth herein do not exceed the prices charged by the Bidder under a Contract with the State of Florida Purchasing Division.

4. **ANTITRUST**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to The City of Sanford, Florida all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida, relating to the particular goods or services purchased or acquired by the City of Sanford, Florida under said contract.

5. MANDATORY USE OF THIS FORM, TERMS AND CONDITIONS:  
Failure to submit a response the official form(s) provided for that purpose may be a cause for rejection of the bid. Also, modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, The City of Sanford reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive.
6. TESTING AND INSPECTION:  
The City of Sanford reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
7. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City of Sanford.
8. DEFAULT  
As a result of Bids received under this Invitation, the award of the Contract may be based, in whole or in part, on delivery/completion and specification factors. Accordingly, should the Bidder not meet the delivery deadline(s) set forth in the specifications or should the Bidder fail to perform any of the other provisions of the specifications and/or other Contract Documents, the City may declare the Bidder in default and terminate the whole or any part of the Contract.
  - A. Upon declaring the Bidder in default and terminating the Contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies or materials specified, or any substitutions thereof, and the Bidder shall be liable to the City for any excess costs resulting there from.
  - B. In the event the Bidder has been declared in default of a portion of the Contract, the Bidder shall continue the Contract to the extent not terminated under the provisions of this paragraph.
  - C. Where the Bidder fails to comply with any of the specifications, except for delivery deadline(s), the City may, at its discretion, provide the Bidder with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specified period of time. Such notification shall not constitute a waiver of any of the City's rights and remedies hereunder.
9. SUBMISSION OF BIDS
  - A. Bids and modifications thereof shall be enclosed in sealed envelopes, with the Bid Form and other required forms, addressed to the office specified in the Invitation For Bid, with the name and address of the Bidder, the date and hour of opening, and the Invitation Number on the face of the envelope. Bids received after the stated time and date will be returned to the sender unopened. Facsimile or Telegraphic Bids will not be accepted.

- B. The Bidder represents that the article(s) to be furnished under this Invitation For Bid is (are) new and unused (unless specifically so stated) and that the quality has not deteriorated so as to impair its usefulness.

10. WITHDRAWAL OF BID(S)

Bids cannot be altered or withdrawn until sixty (60) days after the stipulated opening date and time. Withdrawal of a bid or proposal after the opening but, before the end of the sixty(60) day period of consideration places the Bidder/Proposer in default. It is noted that the bidder/proposer who withdrew a bid or proposal during the period of consideration shall be ineligible to submit a response if a new solicitation is advertised and shall not perform as a subcontractor or a supplier with regard to the procurement in question.

11. CHANGES AND ADDENDA

Addenda will be mailed or otherwise delivered to all plan holders who received a set of Bidding Documents from the City. Receipt of each Addendum shall be acknowledged in the Bid Form; failure to do so may subject the Bidder to disqualification. It shall be the Bidder's responsibility to ensure that they have received all Addenda prior to bid.

12. FAILURE on the part of the City of Sanford to enforce or to notify shall in no way be construed or interpreted as a waiver of any of the City's rights and remedies.

13. HAZARDOUS MATERIAL: Whenever and wherever, if during the course of performing any work under this project, the contractor discovers the presence of hazardous material such as asbestos or paint containing lead, etc. or suspects that hazardous material is present, he shall stop the work immediately, secure the area, notify the City Representative and await positive identification of the suspect material, unless otherwise provided herein before and after.

14. USE OF TRADE NAMES

Specifications used are intended to be open and non-restrictive. Except where indicated, "NO SUBSTITUTES," any reference to brand name or number shall not be construed as restricting to that manufacturer, but is used as a minimum standard of quality. When no reference or indication is made on Bid by Bidder, it is understood that the specific brand item named on Bid shall be furnished by Bidder. If Bidding on other than the make, model, brand or number as shown, and offered as an equal, complete and catalog reference must be clearly stated on Bid or attached letter. Any deviation between brand offered and brand specified must also be clearly indicated

15. PERFORMANCE: Time is of the essence

- A. In the delivery of response to this solicitation and any other information or documentation as may be requested by the City of Sanford in the evaluation and/or award process.
- B. In the performance of the contract, and failure to perform in accordance with the delivery deadline(s) set forth in the specifications or any other contract document or directive, including work orders shall constitute

default. Unless a written extension is obtained from the City prior to the delivery deadline(s), there shall be no excuse for untimely performance. The granting and duration of extensions shall be subject to the exclusive discretion of the City.

- C. Normal working hours of the City of Sanford is Monday through Friday, except for holidays, 8:00 a.m. to 5:00 p.m.

16. AWARD STIPULATION

The City may accept any item or group of items or any Bid, unless the Bidder qualifies his Bid by specific limitations. The right is reserved by the City of Sanford to reject any or all bids, to waive informalities and to make the award which is in the best interests of the City.

- A. The City of Sanford reserves the right to adjust quantities of each item indicated either upward, downward or deleted entirely. Quantities indicated in the IFB are to be regarded only as estimates. The City of Sanford assumes responsibility only for items actually ordered by a City of Sanford Purchase order.
- B. Samples of items, if requested, must be furnished free of expense to the City and if not called for within fifteen (15) days from date of Bid Opening, same will be disposed of in a manner which is in the best interests of the City.
- C. This invitation for bid shall be included and incorporated, by this reference, in the final contract or purchase order. The order of precedence will be the contract including the signatures of the parties and/or the purchase order, this bid document and the response.

The City intends to award a blanket agreement to the lowest responsive and responsible bidder against which specific work/purchase orders will be placed as germane to the specifics of each project as it is authorized by the City. Said contract may be renewed upon agreement of the City and the Contractor as provided herein before and after.

17. TAXES

The City is exempt from state and local sales tax. The City of Sanford, Florida, has the following tax exemption certificates assigned:

- A. Certificate of Registry #59-6000425 for tax-free transactions under Chapter 32, Internal Revenue Codes.
- B. Florida Sales & Use Tax Exemption Certificate #69-11-035140-54C

18. PATENT INDEMNITY

Except as otherwise provided, the successful Bidder agrees to indemnify the City and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters of patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the

account of the City of supplies furnished or construction work performed hereunder.

19. DISCOUNTS

Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of Bids. However, offered discounts will be taken for less than 30 days if payment is made within discount period.

20. EXTENSION

Any contract resulting from this solicitation may be renewed in increments of one(1) year upon agreement of both the City and the Contractor. Contract extensions which extend the award beyond 36 months may be made if specifically approved by the City Commission. The City may conduct a review of the pricing prior to any renewal and upon agreement with the Contractor, adjust the pricing not to exceed the CPI-U for the previous twelve month period. All other terms and conditions shall remain unchanged unless an examination ss

21. BID TABULATION

A copy of the Bid Tabulation for review will be posted on the City's WEB page: [www.ci.sanford.fl.us/purchasing](http://www.ci.sanford.fl.us/purchasing), and on the bulletin board at the Purchasing Office. **Bid tabulations will not be available via telephone, fax or email.**

22. PAYMENT

No payment will be made for materials ordered without Purchase Order Authorization

23. FREIGHT AND SHIPPING CHARGES

Freight or any charges associated with the delivery of Bid product or service are to be included in the Bid Prices and not listed as a separate item. All items Bid are F.O.B. Sanford, point of delivery to be designated at the time the actual order is placed.

24. SALES TAX RECOVERY

The City reserves the right to delete items within the Invitation for bids and purchasing said items directly from a supplier without further bidding in an effort to benefit from the city's tax exempt status.

25. USE OF PROCUREMENT CARDS

The City reserves the right to effect payment for any and all invoices with a procurement card which uses a VISA platform.

26. INDEMNIFICATION:

Indemnification: To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the City of Sanford from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of their operations under this contract.

27. WARRANTY

The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City by any other clause of this solicitation. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with the bid.

28. OTHER PUBLIC ENTITY USE OF CONTRACT PRICING RESULTING FROM THIS SOLICITATION

The Contractor may, at her/his/their option, convey the same Contract Pricing to other Public Entities under the same terms and conditions of the Contract(s) arising from this Solicitation, thereby allowing interested Public Entities to piggyback said Contract(s).

29. OPERATION OF EXISTING FACILITIES

It is the responsibility of the contractor to coordinate with the City's representative with regard to continuous operation of the facility(s) affected by the work.

30. CONTRACTOR QUALIFICATIONS

- A. Must be knowledgeable and experienced with this type of project.
- B. Must be licensed and insured.
- C. All work must be performed under the direction of a qualified Supervisor, and in accordance with accepted industrial practices relevant to the work to be performed.
- D. Must comply with all Federal, State & Local ordinances & codes.
- E. Must have the ability to perform all work in a professional manner using skilled tradesmen and carried out in such a way as to minimize any inconvenience to the City or its citizens.

31. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall provide all necessary labor, materials, tools and equipment needed to complete this project.
- B. Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. Contractor shall keep on the job-site at all times during its progress a competent supervisor to serve as his representative and oversee the work.
- C. Contractor shall secure any and all permits and licenses necessary for the performance of this project. Prior to commencing work copies of these permits and licenses must be furnished to the City of Sanford.

- D. Contractor is responsible for verifying existing conditions and to notify the City in writing of any discrepancies, unsatisfactory conditions, etc. prior to start of work. Start of work will indicate Contractor's acceptance of conditions and full responsibility for completed work.
- E. Contractor shall be responsible and use utmost care in protecting City property. Contractor shall be solely responsible for rectifying any and all damages including any work deemed as not acceptable by the City at no cost to the City.
- F. Contractor must schedule all work with City representative
- G. At the end of each work day, the Contractor shall insure that all areas are left in a clean, safe and acceptable manner.
- H. Contractor shall confine operations at the site to areas permitted by applicable laws, ordinances, permits, and by the Contract documents.
- M. Contractor may hire qualified subcontractors when required to perform specialized functions or work requiring specialized equipment; however, not before seeking prior written approval from the City. All subcontractors must meet and satisfy requirements applicable to insurance, safety, etc. as the Contractor.
  - (1) The Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site.
  - (2) In an emergency affecting the safety of persons or property, the Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

32. CITY'S RIGHT TO DO WORK OR TO TERMINATE CONTRACT:

If the Contractor shall neglect to prosecute the work properly, or fail to perform any provision of this Contract, the City, after seven (7) days written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor; provided, however, that the City shall approve both such action and the amount charged to the Contractor.

If the Contractor shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, ordinances or the instruction of the City's representative, or

otherwise be guilty of a substantial violation of any provision of the Contract, the City, then upon the certificate of the City that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, shall terminate the contract and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price shall exceed the expense of finishing the work, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the City.

33. SPECIFICATIONS: See Bid Submission Form

34. BONDS AND INSURANCE

All Bonds and insurance required to be purchased and maintained by the Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Florida to issue Bonds or insurance policies for the limits and coverage so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided herein before and after.

A. The Bonding and insurance required must be "in-place" before commencement of work.

B. Indemnification:

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the City of Sanford from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of their operations under this contract.

SECTION 00410

**BID FORM**

**PART 1 GENERAL**

**1.01 Description**

The following Bid, for the (1) Installation of brick paver installations at various locations in the City of Sanford. IFB 10/11-22, is hereby made to The City of Sanford, Florida. This Bid is submitted by (2)

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*(1) Title and Solicitation number of Bid/Proposal Name of Project as shown in the Invitation*

*(2) Name, address, and telephone number of Bidder*

**1.02 The Undersigned:**

A. Acknowledges receipt of:

Addenda:	Number	_____	Dated	_____
	Number	_____	Dated	_____

B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he/she waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid open for 60 calendar days after the bid opening date.
2. By signing this document the BIDDER/OFFEROR hereby agrees to be bound by the specifications, terms, conditions, scheduling, pricing and representations as stated and submitted with this bid form. However, it is understood that the City reserves the right to declare any bid or part(s) thereof nonresponsive if exceptions to specifications, terms, conditions, etc. of the solicitation are not acceptable in the opinion of the City to meet the requirements of said solicitation.
2. To enter into and execute a contract with the Owner, if awarded on the basis of this Bid, and to furnish a Performance Bond and a Labor and Material Payment Bond and specified insurance certificates of coverage in accordance with the Instructions to Bidders.
3. To accomplish the work in accordance with the Contract Documents and/or purchase order.

**1.03 Miscellaneous Requirements and Affirmations**

**Scope of Services and The Bid:**

Install brick or pavers in islands, alleys, crosswalks or roadways at various locations in the City of Sanford. Material to be installed will be either Boral, Barcelona clay brick or reuse of existing City owned brick, with blended color to be selected by the city. The City reserves the right to purchase all materials as an "Owner Direct Purchase" as outlined by the attached provided by City of Sanford Policy

1. Place bedding of sand over 6" of compacted crushed concrete fines and install brick or pavers, labor and material for a cost per Square Foot of \$\_\_\_\_\_.
2. Place bedding of sand over base provided by others, and install brick or pavers, labor and material for a cost per Square Foot of \$\_\_\_\_\_.
3. Place bedding of sand over 6" of compacted crushed concrete fines and install brick or pavers, labor sand and base material (Excluding cost of brick or pavers) for a cost per Square Foot of \$\_\_\_\_\_.
4. Place bedding of sand over base provided by others, and install brick or pavers, labor and sand material (Excluding cost of brick or pavers) for a cost per Square Foot of \$\_\_\_\_\_.
5. Apply a 5 to 1 sand/Portland cement mixture, sweep into joints and compact to complete the interlocking process for a cost per Square Foot of \$\_\_\_\_\_.

After brick or pavers are installed, sweep sand into joints and compact to complete interlocking process. Excavation of island area is to be done by others and is not included in this bid. Each project varies in size from 180 square feet to 800 square feet.

Bids shall be on the Bid Form.

**1.04** SUBMITTED, signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Bidder/Offeror

\_\_\_\_\_  
By (Signature) Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone No. Facsimile No.

(CORPORATE SEAL)

**Comments:** \_\_\_\_\_

\_\_\_\_\_

**MARK THE EXTERIOR OF ENVELOPE CONTAINING YOUR BID RESPONSE:**

YOUR COMPANY NAME & ADDRESS AS THE RETURN ADDRESS

**ADDRESS OR DELIVER TO:**

William Smith, Purchasing Agent; City of Sanford  
P.O. Box 1788 (300 N. Park Avenue, Room 236); Sanford, FL 32772

**IN LOWER LEFT CORNER OF ENVELOPE, PROVIDE THE FOLLOWING:**

**IFB 10/11-22 Installation of Brick Pavers**

**Open Date: September 7, 2011    Open Time: 2:00 p.m.**

This Form Must Be Completed and Returned with your Bid

**Disputes Disclosure Form 435-1**

Answer the following questions by answering "YES" or "NO". If you answer "YES", please explain in the space provided, please add a page(s) if additional space is needed.

- 1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? \_\_\_\_\_
  
- 2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? \_\_\_\_\_
  
- 3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? \_\_\_\_\_ If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of the project identified.

\_\_\_\_\_ Firm

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

\_\_\_\_\_ Printed or Typed Name and Title

Article I.

Article II.  
12.204

FORM NO. DSPT

**Drug-Free Work Place 435-2**

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that the company named below does:

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 prohibition.
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 proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), 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 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.
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.

---

**Article III. Firm**

---

**Authorized Signature**

---

**Date**

---

**Printed or Typed Name and Title**

**Section 3.01 Florida Statutes On Public Entity Crimes 435-3**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The City of Sanford  
by \_\_\_\_\_ on behalf of \_\_\_\_\_  
whose business address is: \_\_\_\_\_

\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand the "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

State of Florida  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and \_\_\_\_\_

(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

\_\_\_ Personally known to me, or  
\_\_\_ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

\_\_\_ DID take an oath, or  
\_\_\_ DID NOT take an oath.

**Certification of Non-Segregated Facilities 435-4**

By affixing his signature to this form, the Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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

By: \_\_\_\_\_

\_\_\_\_\_

Print Name

Title

Official Address:

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



**Non-collusion Affidavit of Offeror/Bidder 435-6**

The undersigned, by signing this document hereby certifies that the company named below hereby is or does:

1. States that the entity named below and the individual signing this document has submitted the attached bid or proposal:
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Said bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said bidder or proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, proposer, firm or person to submit a collusive or sham bid or proposal in connection with the Contract for which the attached bid or proposal has been submitted or to refrain from bidding or proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, proposer, firm or person to fix the price or prices in the attached bid or proposal or of any other bidder or proposer, or to fix any overhead, profit or cost element of the bid or proposal price or the bid or proposal price of any other bidder or proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Sanford or any person interested in the proposed Contract.
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or proposer or any of its agents, representatives, owners, employees, or parties in interest, including the individual signing this document.

\_\_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Typed or Printed Name of Affiant Title

State of Florida, County of \_\_\_\_\_ On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and \_\_\_\_\_  
(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it. WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

\_\_\_ Personally known to me, or \_\_\_ Produced identification

\_\_\_\_\_  
(Type of Identification Produced)

\_\_\_ DID take an oath, or  
\_\_\_ DID NOT take an oath



**Americans With Disabilities Act Affidavit 435-8**

By executing this Certification, the undersigned CONTRACTOR certifies that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City of Sanford (CITY).

the CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (AFA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

Affix Corporate Seal

STATE OF )  
 ) ss  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ firm), on behalf of the firm. He/She is personally known to me or has produced \_\_\_\_\_ identification.

\_\_\_\_\_  
Print Name \_\_\_\_\_

Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_

**Affidavit: Security and Public Safety Requirements, 00425-9**

**Code of Sanford, Florida:**

The CONTRACTOR shall be responsible for the accepted standards, appearance, conduct, and safety of its employees, subcontractors, agents, and any other person caused by the CONTRACTOR to have access to any facility under the authority of the City.

1. The CONTRACTOR under any agreement with the City, shall require all personnel under its cognizance, at all times when performing work in the context of that agreement to wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR.

2. The CONTRACTOR shall, **when so required**, provide to the CITY a list of employees working on the project which includes a list of employee work days, times and assignments for each employee within forty-eight (48) hours of the request for such information. This information, when requested by the CITY, shall be provided prior to the employees of the CONTRACTOR entering the CITY's premises.

3. The CONTRACTOR shall comply with Section 2-67 of the Sanford City Code as it relates to security screenings of private contractors, subcontractors and employees of private contractors. The CONTRACTOR shall cause each person designated or found by the City to be functioning in a position and/or location critical to the security and/or public safety of the CITY to undergo the following inquiries and procedures conducted by the City of Sanford:

- a. Fingerprinting in accordance with the CITY's Procurement procedures,
- b. Submission of the fingerprints to the Florida Department of Law Enforcement for state criminal history evaluation, and
- c. Submission of the fingerprints to the Federal Bureau of Investigation for a national criminal history evaluation.

Such confidential information shall be used by the CITY to determine a person's eligibility to function in such critical employment position(s) as described. Additionally, the CITY may request and the CONTRACTOR shall provide the name, address and social security number and licenses (driver's, commercial drivers license or CDL, or other operator's license) for employees of the CONTRACTOR that may work on the CITY's premises in positions found by the City to be critical to the security and/or public safety of the CITY by reason of access to any publicly owned or operated facility. The CONTRACTOR shall release such information upon approval of the employees. If an employee refuses to authorize the release of their address, social security number and/or licenses they shall not be allowed to work or continue to work in such critical positions.

\_\_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Typed or Printed Name of Affiant Title Name of Company

State of Florida, County of \_\_\_\_\_ On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and \_\_\_\_\_  
(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it. WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

\_\_\_ Personally known to me, or \_\_\_ Produced identification

\_\_\_\_\_  
(Type of Identification Produced)  
\_\_\_ DID take an oath, or \_\_\_ DID NOT take an oath

**Offeror's Qualification Statement, 00435-10**

SUBMITTED BY: NAME: \_\_\_\_\_

CHECK ONE:  Individual  Partnership  Corporation  Other

1. State the true, exact, correct and complete name of the company, partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.  
The correct name of the Offeror is:

\_\_\_\_\_

The address of the principal place of business  
is: \_\_\_\_\_

\_\_\_\_\_

2. If Offeror is a corporation, answer the following:

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's Name: \_\_\_\_\_

d. Vice President's Name: \_\_\_\_\_

e. Secretary's Name: \_\_\_\_\_

f. Treasurer's Name: \_\_\_\_\_

g. Name and address of Resident Agent: \_\_\_\_\_

\_\_\_\_\_

3. If Offeror is an individual or a partnership, answer the following:

a. Date of Organization: \_\_\_\_\_

b. Name, Address and Ownership Units of all Partners: \_\_\_\_\_

\_\_\_\_\_

c. State whether general or limited partnership: \_\_\_\_\_

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

\_\_\_\_\_

\_\_\_\_\_

5. If Offeror is operation under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. Information attached:  Yes  NA

6. How many years has your organization been in business under its present business name? \_\_\_\_\_

a. Under what other former names has your organization operated? \_\_\_\_\_

\_\_\_\_\_

7. Indicate registration, license number or certificate numbers for the businesses or professions which are the subject of the Proposal/Bid. Please attach certificate of competency and/or state registration.

\_\_\_\_\_

\_\_\_\_\_

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why.

\_\_\_\_\_

\_\_\_\_\_

9. State the names, telephone numbers and last known addresses of three (4) owners, individuals or representative of owners with the most knowledge of work which you have performed or goods you have provided on similar projects within the last five years (government owners are preferred as references). It is noted that the experience claimed here must be associated with the company named above. Additional or other relevant experience may be included on a separate sheet provided by the offeror. The City of Sanford reserves the right to require additional information and to conduct any investigation deemed necessary to evaluate the offer and the Offeror being considered for an award.

\_\_\_\_\_ (name) (address) (phone number)

\_\_\_\_\_ (name) (address) (phone number)

\_\_\_\_\_ (name) (address) (phone number)

\_\_\_\_\_ (name) (address) (phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

\_\_\_\_\_

\_\_\_\_\_

11. State the name of the individual who will have personal supervision of the work:

\_\_\_\_\_

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:

\_\_\_\_\_

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13. State the names, addresses and the type of business of all firms that are partially or wholly owned by the Offeror:

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14. State the name of the Surety Company which will be providing the bond, and name and address of agent:

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15. Bank References:

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(bank)	(address)
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(bank)	(address)
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(bank)	(address)
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**THE INFORMATION INDICATED IN ITEM 16 IS NOT REQUESTED AT THIS TIME, HOWEVER, THE CITY RESERVES THE RIGHT TO REQUEST THIS INFORMATION.**

16. Attach a financial statement including Offeror's latest balance sheet and income statement showing the following items:

- a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses).
- b. Net Fixed Assets
- c. Other Assets
- d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)
- f. State the name of the firm preparing the financial statement and date thereof:
- g. This financial statement must be for the identical organization named on page one? If not, explain the relationship and financial responsibility of the

organization whose financial statement is provided (e.g., parent, subsidiary). Please note, that the City of Sanford reserves the right to reject financial statement(s) submitted by other than the organization named on page one.

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE CITY IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE BID OR PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

\_\_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Typed or Printed Name of Affiant Title

State of Florida, County of \_\_\_\_\_, On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and \_\_\_\_\_  
(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

\_\_\_ Personally known to me, or \_\_\_ Produced identification: \_\_\_\_\_  
(Type of Identification Produced)

\_\_\_ DID take an oath, or \_\_\_ DID NOT take an oath.

**SECTION 00436**

**AFFIDAVIT OF E-VERIFY REQUIRMENTS COMPLIANCE  
City of Sanford, Florida**

**Name of Project:** \_\_\_\_\_

**Bid Number/Contract Number:** \_\_\_\_\_

I, \_\_\_\_\_ the duly authorized representative/agent of \_\_\_\_\_, hereinafter referred to as Contractor, by this Affidavit attest to the following:

1. That the Contractor is currently in compliance with and throughout the term of Contract Number \_\_\_\_\_ will remain in compliance with Executive Order 11-02, issued by the Office of the Governor, State of Florida, requiring the use of the Department of Homeland Security's Status Verification ("E-Verify") System to ensure that all employees of the Contract and the Contractor's subcontractors performing work under the above-listed Contract are legally permitted to work in the United States.
  - a. Each Contractor that performs work under the Project referenced above shall provide the City of Sanford, Florida, a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program.
2. That the Contractor will register and participate in the work status verification for all newly hired employees of the contractor and for all subcontractors performing work on the above-listed Contract.
3. That the Contractor agrees to maintain records of its compliance with the verification requirements as outlined in this Affidavit and, upon request of the any Authority having jurisdiction over the Project, including, but not limited to, the State of Florida, agrees to provide a copy of each such verification to that Authority.
4. That all persons assigned by the Contractor or its subcontractors to perform work under contract Number \_\_\_\_\_ meet the employment eligibility requirements as established by the Federal Government and the government of the State of Florida.
5. That the Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontracts performing work under Contract Number \_\_\_\_\_ are legally authorized to work in the United States and the State of Florida constitute a breach of Contract Number \_\_\_\_\_ for which the City of Sanford may immediately terminate the Contract without notice and without penalty. Contractor further understands and agrees that in the event of such termination, the Contractor shall be liable to the City for any costs incurred by the City as a result of the Contractor's breach.
6. That for the purposes of this Affidavit, the following definitions apply:
  - "Employee" – Any person who is hired to perform work in the State of Florida.
  - "Status Verification System" – the procedures developed under the Illegal Immigration Reform and Immigration Responsibility Act of 1996, operated by the Department of Homeland Security and known as the "E-Verify Program", or any successor electronic verification system that may replace the E-Verify Program.

*[Balance of this page intentionally blank; signatory page follows]*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor Name

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

STATE OF FLORIDA )

COUNTY OF SEMINOLE )

**I HEREBY CERTIFY** that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, who is personally known to me or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name

Notary Public in and for the County

and State Aforementioned

My commission expires: \_\_\_\_\_



**MEMORANDUM**  
**FINANCE DEPARTMENT - PURCHASING DIVISION**

**Email: [bill.smith@sanford.fl.gov](mailto:bill.smith@sanford.fl.gov) Phone: 407.688.5028/5030 Fax: 407.688.5021**

**INSURANCE REQUIREMENTS OUTLINED BELOW APPLICABLE TO CONTRACTS FOR SERVICES WHEN THE CONTRACTOR PERFORMS ON OR OFF CITY PREMISES**

**• When contract cost not to exceed \$500,000; not to exceed 180 days; no unusual hazards exist**

1. The CONTRACTOR bidder shall be **required** to provide, to the City of Sanford "City," **prior commencing** any work, a Certificate of Insurance which verifies coverage in **full** compliance with the requirements outlined below. **Any work initiated without completion of this requirement shall be unauthorized and the City will not be responsible (Ref: items 17 and 18, standard terms and conditions included with City of Sanford Purchase Order).**
2. The City reserves the right, as conditions warrant, to modify or increase insurance requirements outlined below as may be determined by the project, conditions and exposure.

**Outline of Requirements:**

COVERAGE REQUIRED	UP TO VENDOR POLICY LIMITS, BUT WITH MINIMUM POLICY LIMITS OF:
Workers' Compensation *Certificates of exemption are not acceptable in lieu of workers compensation insurance	Employers Liability \$ 500,000 Each Accident \$ 500,000 Disease \$ 500,000
<i>Commercial General Liability shall include- Bodily injury liability, Property Damage liability; Personal Injury liability and Advertising injury liability Coverages shall include: Premises/ Operations; Products/Completed Operations; Contractual liability; Independent Contractors, Explosion; Collapse; Underground</i>	\$ 500,000 Per Occurrence \$ 500,000 General Aggregate
<i>Comprehensive Auto Liability, CSL, shall include "any auto" or shall include all of the following: owned, leased, hired, non-owned autos, and scheduled autos.</i>	\$ 1,000,000 Combined Single Limit \$ 1,000,000 General Aggregate

**Specific Requirements:**

It is noted that the City has a contractual relationship with the named vendor, contractor or provider (collectively referred hereinafter as Contractor) applicable to a purchase order, work order, contract or other form of commitment by the City of Sanford, whether in writing or not and has no such contractual relationship with the Contractor's insurance carrier. Therefore, the onus is on the Contractor to insure that they have the insurance coverage specified by the City to meet all contractual obligations and expectations of the City. Further, as the Contractor's insurance coverage is a matter between the vendor and its insurance carrier, the City will turn to the Contractor for relief as a result of any damages or alleged damages for which the Contractor is responsible to indemnify and hold the City harmless. It is understood that the Contractor may satisfy relief to the City

for such damages either directly or through its insurance coverage; exclusions by the insurance carrier notwithstanding, the City will expect relief from the Contractor.

- The insurance limits indicated above and otherwise referenced are **minimum limits acceptable** to the City. Also, all **contractor policies shall to be considered primary to City coverage** and shall not Contain co-insurance provisions.
  - All policies shall name the **City of Sanford as Additional Insured**, except for professional liability policies and workers compensation policies.
  - **Professional Liability** Coverage, when applicable, will be defined on a case by case basis.
  - In the event that the insurance coverage expires prior to the completion of the project, a **renewal certificate shall be issued 30 days prior to said expiration date.**
  - **All limits are per occurrence** and must include Bodily Injury and Property Damage.
  - **All policies must be written on occurrence form**, not on claims made Form, except for Professional liability.
  - **Self insured retentions** shall not be allowed on any liability coverage.
  - In the **notification of cancellation:** **The City of Sanford shall be endorsed onto the policy as a cancellation notice recipient. Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered to the City of Sanford in accordance with the policy provisions.**
  - All insurers must have an **A.M. Best rating of at least A-VII.**
  - It is the responsibility of the Contractor to responsible to ensure that all **Subcontractors retained by the Prime Contractor shall provide coverage** as defined herein before and after and are the responsibility of said Prime Contractor in all respects.
  - Any changes to the coverage requirements indicated above shall be approved by the City of Sanford, Risk Manager
  - **Address of “Certificate Holder” is:** City of Sanford; Attention: Purchasing Manager; P.O. Box 1788 (300 N Park Avenue); Sanford, FL 32771 Phone: 407.688.5028/5030 FAX: 407.688.5021
  - All certificates of insurance, notices, etc. must be provided to the above address.
3. I hereby certify that if the contractor on whose behalf this information is submitted is awarded a contract for any portion of the work contemplated, the insurance and bonding requirements outlined above shall be met as required.

_____	_____
Firm	Date
_____	_____
Authorized Signature	Title

