

Oakstead Community Development District

Instructions for Proposers for Request for Proposals for the Construction and Installation of Asphalt Pavement Milling and Re-Surfacing Work

1. GENERAL:

- a. The term “**District**” used herein refers to Oakstead Community Development District.
- b. The term Proposer refers to the business, corporation, firm, organization, or individual submitting a proposal to the District in response to the Request for Proposals.

2. PREPARATION OF PROPOSAL:

- a. Each proposal shall state in words and numerals in ink without delineations, alterations or erasures, the lump sum base price and any alternative(s) that may be included, for which it will perform the work as required by the Specifications.
- b. The Proposer shall produce quantities and unit prices for all related work as outlined in the Specifications. The Proposer’s final proposal will be on a lump sum basis for the Asphalt Pavement Milling and Re-Surfacing Work including all work outlined for Option 1 and Option 2 on the Specifications and in the Agreement. In the event that the Proposer includes quantities that are different than those shown in the Specifications, Proposer must explain in detail why they are proposing different quantities of materials.
- c. Proposers who are nonresident corporations shall furnish to the District a duly certified copy of their permit to transact business in the State of Florida along with the proposal. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the proposal.
- d. The Proposer is solely responsible for reading and completely understanding the requirements and the specifications of the items proposed.
- e. The proposal must be duly signed by an authorized corporate officer, principal, or partner (as applicable).
- f. The proposal should include a schedule of values, project construction timeline, and lump sum price for the Asphalt Pavement Milling and Re-Surfacing Work for Option 1 and Option 2 as shown in the Specifications and in the Agreement.
- g. The proposal must include, at a minimum, a duly completed and executed copy of the following documents from the Proposal Package:
 - i. Official Bid Proposal Form
 - ii. Subcontractor Submittal Form
 - iii. Affidavit for Scrutinized Companies
 - iv. Affidavit on Public Entity Crimes
 - v. Affidavit of Non-Collusion

3. SUBMISSION OF PROPOSALS:

- a. Each Proposer may only submit one proposal.
- b. Submit 7 hardcopies to the address listed on the Request for Proposals and an electronic version to the emails shown on the Request for Proposals prior to the time and date specified in the Request for Proposals. Delivery of said proposal to the District prior to the time and date stated in the preceding sentence is solely and strictly the responsibility of the Proposer. The District will in no way be responsible for delays caused by any occurrence.
- c. Proposals will be received until the time and date specified in the Request for Proposals. The proposal delivery time will be scrupulously observed. Under no circumstance will proposals delivered after the delivery time specified be considered.
- d. Proposals may be withdrawn by providing written notice if received by the District prior to the time and date specified in the Request for Proposals for submission of the proposals. Negligence on the part of the Proposer in preparing his proposal confers no right of withdrawal or modification of his proposal after such proposal has been opened by the District at the appointed time and place. Proposers may not withdraw or modify their proposals after the proposal opening time designated in the Request for Proposals. All proposals shall be in force for a period of ninety (90) days after the proposal deadline.

4. INTERPRETATION OF SPECIFICATIONS: No interpretation of the meaning of the Specifications, or other documents will be made to any Proposer orally. Every request for such interpretation must be in writing, addressed to the appropriate District representative. To be given consideration, such requests must be received prior to the date and time designated in the Request for Proposals. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be sent by email to all prospective Proposers. All Proposers must supply a working email address to the District Representative. Any such addendum shall not relieve said Proposer from any obligation under the proposal as submitted. All addenda so issued shall become part of the Proposal Package.

5. EXAMINATION OF WORK: Before submitting proposals, Proposers must carefully examine the site of the proposed work and 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 the Proposal Package. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions of difficulties that may be encountered in the execution of the work pursuant to the Request for Proposals as a result of failure to make necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Proposer to fulfill, in every detail, all of the requirements of the Proposal Package, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

6. PROPOSAL ERROR: Where proposals have erasures or corrections, each erasure or correction must be initialed in ink by the Proposer. In case of unit price contracts, if an error is committed in the extension of an item the unit price as shown in the proposal will govern.

- 7. CONDITION OF MATERIALS AND PACKAGING:** If applicable (and unless otherwise indicated), all goods and items offered for sale and/or shipped by the successful Proposer pursuant to the requirements imposed upon said Proposer by the Proposal Package, will be new and in first class condition: all related containers being new and suitable for storage and shipment; all prices including the cost of standard commercial packaging. Successful Proposers will be solely responsible for making any and all claims against carriers as concerns missing or damaged items.
- 8. REQUESTED INFORMATION AND DESCRIPTIVE LITERATURE:** Proposers must furnish all requested information. Additionally, where required pursuant to the provisions of the Proposal Package, Proposers must submit with their proposal - cuts, sketches, descriptive literature and/or complete specifications relative to the items proposed and offered; references to previously submitted material concerned with previous proposals not being acceptable to the District.
- 9. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT:** In instances where such is applicable due to the nature of the proposal matter with which the Proposal Package is concerned, all construction practices, material, equipment, etc., as proposed and offered by Proposers must meet and conform to all O.S.H.A. requirements; the Proposers signature upon the proposal form being by this reference considered a certification of such fact.
- 10. DELIVERY TIME/LIQUIDATED DAMAGES:** Proposers are hereby advised that liquidated damages at the rate and in the amount given in the Agreement are to be assessed against the successful Proposers not complying with a stated delivery time or performance time.
- 11. NO ASSIGNMENT OF AGREEMENT:** No successful Proposer may make any assignment of the resulting Agreement between the parties, in whole or in part, without the prior written authorization as may be given at the sole discretion of the District.
- 12. AWARD OF CONTRACT/REJECTION OF PROPOSALS:**
- a. The Board of Supervisors of the District (the “**Board**”) will review and rank the proposals submitted in response to the Request for Proposals for this project. The Board will meet at a publicly noticed meeting currently scheduled for _____, 2018 at _____ p.m. (this date is subject to change), will collectively as a group review the proposals received in accordance with the Evaluation Criteria.
 - b. The Board will award the contract to the proposal that the District determines, in its sole discretion, will serve the best interests of the District. The District may create a short list based on the Evaluation Criteria. The Board may invite public presentations by the Proposers.
 - c. The Board, in its sole discretion, reserves the right to reject any and all proposals and to waive any informality concerning proposals whenever such rejection or waiver is in the best interest of the District. The Board further reserves the right to reschedule or continue the date of the evaluation meeting to a later date. Nothing contained herein

shall place a duty upon the District to reject proposal or award a contract based upon anything other than its sole discretion.

- d. Notice of the award, including rejection of some or all bids, shall be provided in writing to all proposers by email, United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office for seven (7) days. The notice shall include the following statement: "Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District's decision to award a contract shall constitute a waiver of any objection to the award of such contract."
- e. No Proposer shall be entitled to recover costs of proposal preparation or submittal from the District.

13. PROTESTS: Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District's decision. A complete copy of the District's Rules of Procedures is available for review at the office of the District Manager.

14. REQUIRED DISCLOSURE:

- a. **PUBLIC ENTITY CRIMES** - Any person submitting a proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes. Prior to proposal award, the Proposer shall submit a sworn statement attesting to compliance with said statute.
- b. **SCRUTINIZED COMPANIES** - Any person submitting a proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.135, Florida Statutes, on Scrutinized Companies. Prior to proposal award, the Proposer shall submit a sworn statement attesting to compliance with said statute.
- c. At its sole discretion the District may reject any Proposer the District finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or Owners are found by the Board to lack honesty, integrity, or moral responsibility. The discretion of the Board may be exercised based on the disclosure required herein, the District's own investigation, public records, or any other reliable source of information. The Board may also reject any Proposer failing to make the disclosure required herein. By submitting a proposal, Proposer recognizes and accepts that the District may reject the proposal based upon the exercise of its sole discretion and Proposer waives any claim it might have for damages or other relief resulting directly or indirectly from the rejection of its proposal based on these grounds, including the disclosure of any pertinent information relating to the reasons for rejection of the proposal.

15. PUBLIC RECORDS: In accordance with section 119.0701, Florida Statutes, if awarded the contract, the Proposer shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the

public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

- 16. PROPOSAL PACKAGE:** It is the responsibility of prospective Proposers to review the Proposal Package and any addenda, made available in connection with the work and to prepare a proposal based solely on the Proposal Package.
- 17. PERFORMANCE AND PAYMENT BOND:** In accordance with section 255.05, Florida Statutes a Performance and Payment Bond issued in a sum equal to one hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by the District and otherwise authorized to transact business in the State of Florida will be required from the successful Proposer for purposes of insuring the faithful performance of the obligations imposed by the resulting contract and for purposes of protecting the District from lawsuits for non-payment of debts as might be incurred during the successful Proposer's performance under such contract. The performance and payment bond form will be included in the contract documents and said form must be properly executed by the surety company and successful Proposer within thirty (30) calendar days after notification by the District of the District's intent to award the contract.
- 18. QUALIFICATIONS OF SURETY COMPANIES:** In order to be acceptable to the District a surety company issuing proposal guaranty bonds, or 100% performance/payment bonds, shall meet and comply with the following minimum standards:
- a. Surety must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.
 - b. Surety companies executing bonds must appear on the United States Treasury Departments most current list.
 - c. Attorneys-in-fact who sign proposal bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond.
 - d. Agents of surety companies must list their name, address and telephone number on all bonds.
 - e. If the surety on any Bond furnished by the successful Proposer is declared bankrupt or becomes insolvent or its right to do business is terminated, Proposer shall within five (5) days thereafter, substitute another Bond and Surety, both of which must be acceptable to the District.

- f. The life of the bonds shall extend twelve (12) months beyond the date of final payment and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the District.

19. LAWS AND REGULATIONS: The Proposer's attention is directed to the fact that all applicable Federal and State laws, local ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as through herein written.

20. EXECUTION OF AGREEMENT: The successful Proposer will be required to sign a final form of the Agreement. Said Agreement will evidence in written form the agreement between the parties pursuant to the award having been therefore made by the District to the successful Proposer; said signing to be accomplished within thirty (30) days after Notice of Award.

21. SUBCONTRACTORS: The successful Proposer shall submit the names of all proposed subcontractors and the work they will do when submitting his proposal. The successful Proposer shall not employ any to whom the District may have a reasonable objection. If before or after the execution of the Contract, the successful Proposer desires to change any subcontractor on such list, he must present valid reasons for such change and receive approval of the District. The successful Proposer agrees that it is as fully responsible to the District for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and the District.

22. LICENSE AND PERMIT REQUIREMENTS: The following schedule is hereby developed for the purpose of complying with Florida Statue 218.80 titled "Public Proposal Disclosure Act". Except as described in the Agreement, the successful Proposer shall obtain and pay for all permits and licenses necessary for the work. Proposers shall be responsible for complying with Pasco County licensing requirements prior to proposing on District projects and shall submit proof of compliance. Those Proposers who are not duly licensed and/or do not furnish proof thereof with their proposal may be deemed non-responsive and may be disqualified.