

## DESIGN – BUILD PROPOSAL OF

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(Proposer's Firm Name) (Prequalified Name, if Applicable)

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(Proposing Firm's Physical Address - City - State -- Zip)

F.E.I.D. No. \_\_\_\_\_ Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_

Email Address \_\_\_\_\_

for constructing or otherwise improving a Bridge(s) and/or Section(s) of Road(s) No(s). or building(s)

UniversityCity Prosperity Project Infrastructure Improvements

In Miami-Dade County and known as Federal Aid Project No.: **TGER-002-A**

Contract No. **ARI 73** Financial Project No(s).: **FM No. 434688-1**

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### TO FLORIDA INTERNATIONAL UNIVERSITY:

Submitted Date: \_\_\_\_\_ Date Bids Due: \_\_\_\_\_

The Proposer, hereby declares that no person or persons, firm or corporation, other than the Proposer, are interested, in this proposal, as principals, and that this Proposal is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Request for Proposal, Proposal forms, and that we have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, and that we will fully complete all necessary design and construction work in accordance with the documents herein stated, and the requirements under them of the Engineer, within the time limit specified in this Proposal.

Was an addendum issued on this project?

**X Yes**

I (We) hereby acknowledge receipt of the following Addenda issued during the bidding period.

Addendum No.	Dated	Addendum No.	Dated
1	October 9, 2014	7	July 20, 2015
2	October 23, 2014	8	July 22, 2015
3	November 6, 2014	9	August 4, 2015
4	May 14, 2015	10	September 17, 2015
5	June 11, 2015	11	October 8, 2015
6	July 8, 2015		

The Proposer agrees to perform all necessary work, as provided for in the contract, and if awarded the contract, to execute the Contract within \_\_\_\_\_ calendar days, excluding Saturdays, Sundays, and state holidays, after the date on which the notice of award has been given, and to fully complete all necessary work under the same within not more than calendar days. The Proposer further agrees to furnish a sufficient and satisfactory bond in the sum of not less than 100 percent of the contract price of the work.

The Proposer agrees to bear the full cost of maintaining all work until final acceptance, as provided in the contract.

A bid guaranty of five percent (5%) of the bid, payable to the Florida International University, must accompany this proposal. The guaranty amount shall include all bid items. If this proposal is accepted and the Proposer fails to execute the Contract under the conditions of this proposal, the bid guaranty shall be forfeited to the University; otherwise, said guaranty is to be returned to the Proposer upon delivery of a satisfactory bond.

Florida International University officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the University. By submitting a response, the Proposer warrants that Proposer has not employed or retained any person or entity, other than a bona fide employee working solely for the Proposer, to solicit or secure any award or Contract resulting from this competitive solicitation or to solicit or secure any other advantage related to this competitive solicitation. By signing a Contract with FIU, Successful Proposer warrants that the Successful Proposer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Successful Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Contract, except as provided herein. In the event Successful Proposer's breach or violation of this warranty, FIU has the right to annul any Contract with such Successful Proposer resulting from this competitive solicitation, without liability, and to deduct from any amounts otherwise payable to Proposer under such Contract the full amount of such fee, commission, percentage, gift, or other consideration, and to pursue any other remedy available to FIU under such Contract, at law or in equity.

The Proposer, hereby certifies that it has carefully examined this proposal after the same was completed, and has verified each item placed thereon. The Proposer agrees to indemnify, defend and save harmless, Florida International University against any cost, damage, or expense which it may incur or be caused by any error in the Proposers preparation of same.

By signing and submitting this proposal, the Proposer certifies that no principal (which includes officers, directors or executives) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Proposer hereby certifies and obligates its firm as "Principal (Proposer)" to the attached Bid and Proposal Bond, as if and to the same effect as if the Proposer had affixed its signature thereon.

Section 287.134(a), Florida Statutes requires: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not

be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Section 553.62, Florida Statutes, incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR s. 1926.650 Subpart P, as the state standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other state or political subdivisions may also have standards that are applicable. If trench excavation will be required on the project in excess of five feet in depth, the Proposer must identify the cost of compliance with the applicable trench safety standards below. If there will be no trench excavation on the project in excess of five feet in depth, write "not applicable" below. The cost of compliance shall be included in Base Bid and Alternate Bids as applicable.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
E.					

**(ATTACH SEPARATE SHEET IF NECESSARY)**

**TOTAL: \$ \_\_\_\_\_**

If applicable, this certifies that all trench excavation done within the control of the contractor will be in accordance with all applicable standards and with the specifications, and all requirements of Section 553.63(1)(a), 553.63(1)(b), 553.63(1)(c), Florida Statutes.

The undersigned Proposer, having visited the site of the proposed Project and having become familiar with the local conditions, nature and extent of the Work, and having examined carefully the Drawings, Design Criteria, FHWA 1273, FDOT Standard Specifications, General Specifications, Special Provisions, FIU Building Standards and all other documents, forms and requirements listed in the Request for Proposals and/or on the FIU Web Page for this Project, proposes to furnish all labor, materials, equipment and other items, facilities, and services for the proper execution and completion of the Project and if awarded the Contract, to complete said Work within the time limits specified for the following bid price:

**Base Bid** \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_)

With the foregoing as Base Bid, the following costs of alternate proposals are submitted in accordance with the Drawings and other requirements. All alternates must be quoted and all quotations will be considered as additive to the Base Bid.

**Additive Alternate No. 1**

Extension of the "Complete Streets" work into the FIU Campus from the Norther Boundary for Additive Alternate 1 shown on Sheet 13 of the Request for Proposal Conceptual Plans Drawings issued 09/2015 – generally from the northeast corner of FIU Parking Garage Number 4, south and westward ending near the Green Library.

\$ \_\_\_\_\_

~~**Additive Alternate No. 2**~~      **DELETED BY ADDENDUM 4 – May 14, 2015**

~~Advanced Intermodal Multimodal Station (AIMS) Platform work on the FIU Campus according to the limits indicated on the Request for Proposal Drawings – generally located on the north side of FIU Parking Garage Number 6.~~

\$ \_\_\_\_\_

**The Proposer hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Proposer further declares that:**

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential Proposer.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a Proposer or potential Proposer on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Proposer has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any other Proposer or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Proposer has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Proposer has made a diligent inquiry of all members, officers, employees, and agents of the Proposer with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337. 165, Florida Statutes, the Proposer has fully informed the Florida International University in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1 )(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. The Proposer certifies that, except as noted below, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:
  - a. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.11 O(a), by any Federal department or agency;
  - b. has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. is presently indicted for or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
  - d. has within a three-year period preceding this certification had one or more Federal, State, or local government public transactions terminated for cause or default.
10. The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any Federal Agency unless authorized by Florida International University.
11. The firm certifies that the Proposer is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.
12. The Bidder certifies that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Where the Proposer is unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (12), the Proposer has provided an explanation in the "Exceptions" portion on the following page or by attached separate sheet.

**EXCEPTIONS:**

Any exception listed above will not necessarily result in denial of award, but will be considered in determining proposer responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions. I declare under penalty of perjury that the foregoing is true and correct.

=====  
**CORPORATION:**

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature of President

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

(Affix Corporate Seal)

=====  
**PARTNERSHIP:**

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature of General Partner

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

\_\_\_\_\_  
Signature of General Partner

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

=====  
**LIMITED LIABILITY COMPANY:**

\_\_\_\_\_  
Bidder

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

\_\_\_\_\_  
Title – Manager or Managing Member (Circle One)

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

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-Continued-

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**SOLE PROPRIETORSHIP:**

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature of Owner Print Name

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**JOINT VENTURE:**

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature of Attorney-in-Fact (Attach Authorization) Print Name

\_\_\_\_\_  
CONTRACTOR (Seal)

\_\_\_\_\_  
Signature of President Print Name

\_\_\_\_\_  
CONTRACTOR (Seal)

\_\_\_\_\_  
Signature of President Print Name

\_\_\_\_\_  
CONTRACTOR (Seal)

\_\_\_\_\_  
Signature of President Print Name

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**Organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida, certificate of incorporation or organization or certificate of authority having been issued by the Florida Department of State.**

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**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

**ATTACH BID BOND**