

(Exhibit 2)  
**BID PROPOSAL**

Bidder's Firm Name: \_\_\_\_\_

FEID #: \_\_\_\_\_ Telephone #: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_

for construction or renovation of the following building project:

Financial Project Number: 438659-1-52-01

Project Name: Remodeling of the D1 HQs Lobby

Project Location: 801 N. Broadway Avenue, Bartow, FL 33830

County: Polk Date Submitted: Yr. \_\_\_\_\_

**TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:**

The Bidder hereby declares that no person or persons, firm, or corporation, other than the Bidder, is interested in this proposal, as principals, and that this Proposal is made without collusion with any person, firm, or corporation, and have carefully and to our full satisfaction examined the drawings, specifications (Technical and Non-Technical), and all other related contract documents, made a full examination of the location of the proposed work and the sources of supply of materials, agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with Plans and Specifications, and all requirements of the Owner, within the time limit specified in contract documents.

I (We) hereby acknowledge receipt of the following Addenda issued during the bidding period.					
Addendum No.	Dated	Initial	Addendum No.	Dated	Initial
#1	12-6-2017				
#2	12-22-2017				

Total Amount: \_\_\_\_\_ (Dollars), \$ \_\_\_\_\_

The following costs of are submitted in accordance with the drawings and specifications and Exhibit A – Scope of Work.

Alternate #	Description of Alternate	Indicate: ADD or DELETE	Amount (\$)
Option 1	See page 2 of the Scope of Work	N/A	
Option 2	See page 2 of the Scope of Work	N/A	

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The Bidder hereby agrees to perform all necessary work, as provided for in the Contract Documents, and if awarded the contract to execute the Contract Agreement within 10 calendar days 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 215 calendar days. It is understood and agreed that the date on which calendar days will begin to be charged to the project shall be either (1) the 1st calendar day from the date of issuance of the initial notice to begin work or (2) the date on which the Contractor actually begins work, whichever date is earlier.

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

If the total amount of this bid exceeds \$100,000 a bid guaranty of five percent (5%) of the bid, payable to the Owner, must accompany this proposal. The said guaranty is to be returned to the Bidder upon delivery of a satisfactory bond. Owner officials and employees are prohibited by law from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the Owner pursuant to Section 334.195, Florida Statutes.

In the event the contract is awarded to this Bidder, the Bidder will enter into a formal written agreement with the Owner in accordance with the accepted bid within ten (10) calendar days after said contract is submitted to the Bidder. If the contract sum exceeds \$100,000 the Bidder will also furnish the Owner a Contract Performance Bond and a Labor and Materials Payment Bond with sufficient sureties, satisfactory to the Owner, in the amount of 100% of the accepted bid. The Bidder further agrees that in the event of the Bidders default or breach of any of the terms of this proposal, the said bid deposit shall be forfeited as liquidated damages. Base bids plus the sum of all additive alternates, if any, on contracts \$100,000 or less are not required to have a Bid Guaranty, Performance Bond, or a Labor and Materials Payment Bond.

The Bidder, hereby certifies this proposal has been carefully examined after completion, and has verified each item placed thereon. The Bidder agrees to indemnify, defend, and save harmless, the Owner against any cost, damage, or expense which it may incur or be caused by any error in the Bidders preparation of same. By signing the submitting this proposal, the Bidder certifies that no principal (which include officers, directors, and 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 Bidder hereby certifies that if electronic bidding has been used, that the substituted unit price sheets attached hereto have been prepared by the Bidder and the substituted are accurate reproductions generated from the latest diskette provided by the Owner for this project. If any errors have been made by the Bidder in preparing the substituted sheets, the Bidder hereby consents that such errors will be applied by the Owner in the manner most beneficial to the Owner.

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

The Bidder 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 Bidder further declares that:

- A. 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 bidder.
- B. Neither the price(s) nor the amount of this bid has been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
- C. 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 to submit any intentionally high or non-competitive bid or other form of complementary bid.
- D. 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.
- E. The Bidder 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 bidder 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.
- F. The Bidder 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.

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- G. The Bidder made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval, or submission of the firm's bid on this project and has 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.
- H. The Bidder has fully informed the Owner in writing of all convictions of the firm, its affiliates, 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.
- I. The Bidder 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:
  - 1. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency.
  - 2. has within a 3-year period preceding this certification been convicted of or had a civil judgment rendered against them for; a) 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; b) violation of federal or state antitrust statutes; or c) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. 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 subparagraph 2 of this certification.
  - 4. has within a 3-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.
- J. The Bidder 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 the Owner.
- K. The firm certifies that the Bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.
- L. Where the Bidder is unable to declare or certify as to any of the statements contained in this Proposal, the Bidder has provided an explanation in the "Exceptions" portion or by attached separate sheet.

**EXCEPTIONS:** \_\_\_\_\_  
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Any exception listed above will not necessarily result in denial of award, but will be considered in determining Bidder 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.

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**NOTE TO BIDDER:**

*For all bids exceeding \$100,000, a satisfactory Bid Guaranty of 5% (of the total bid amount) must be submitted along with the proposal or the bid will be declared non-responsive. The bid guaranty may be in the form of certified, cashier's or treasurer's check, bank draft or bid bond. Failure to fully complete and execute the proposal may also result in the bid being declared non-responsive (see Non-Technical Specifications, Section B-1 – Execution of Bid Proposal, Contract Agreement and Bonds).*

BIDDER:

\_\_\_\_\_

AUTHORIZED SIGNATURE:

\_\_\_\_\_

PRINT NAME & TITLE:

\_\_\_\_\_

(If applicable, Affix Seal)

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ATTEST:

\_\_\_\_\_

PRINT NAME & TITLE / OR NOTARY:

\_\_\_\_\_