

Village of Tequesta

345 Tequesta Drive
Tequesta, FL 33469



561-768-0700
www.tequesta.org

NOTICE OF SOLICITATION ITB # UTIL 02-19

Stormwater Retaining Wall and Drainage Improvements

ITB SUBMISSION DATE: DECEMBER 4, 2019 AT 2:30 P.M.

The Village of Tequesta is seeking Bids from qualified contractors to provide the Village with construction services for the construction of a cast-in-place reinforced concrete retaining wall and french drain, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

Invitation to Bid documents are available beginning November 12, 2019. The Village of Tequesta utilizes electronic online services for notification and distribution of its Solicitation documents. The Village's Solicitation information can be obtained from: (a) Demandstar website – [VOT Solicitation Information link](#); (b) [Village Clerk's Office webpage](#).

Sealed Bid packages must contain one original, two copies and a thumb drive of the complete proposal, must be clearly marked "INVITATION TO BID NO. UTIL 02-19, STORMWATER RETAINING WALL AND DRAINAGE IMPROVEMENTS", and delivered to the Village of Tequesta Village Clerk's Office, 345 Tequesta Drive, Tequesta, Florida 33469. The deadline for submission of Bids is December 4, 2019 at 2:30 PM local time. At that time, the Bids will be publicly opened. Late Bids will not be accepted and will be returned to the sender unopened.

The Village will hold a non-mandatory Pre-Bid Conference for this solicitation. The Pre-Bid Conference will be held at November 21, 2019 at 10:00 AM in the Village Council Chambers at 345 Tequesta Drive, Tequesta, Florida 33469.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at lmccwilliams@tequesta.org. Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on November 27, 2019 at 5:00 PM.

The Village of Tequesta is exempt from Federal and State Taxes for tangible personal property tax.

The Village of Tequesta reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

Vice-Mayor Kristi Johnson
Council Member Laurie Brandon

Mayor Abby Brennan
Village Manager Jeremy Allen

Council Member Vince Arena
Council Member Kyle Stone

INVITATION TO BID

ITB # UTIL 02-19	TITLE: Stormwater Retaining Wall and Drainage Improvements	
CONTACT PERSON: Lori McWilliams		PHONE: (561) 768-0440
FAX: (561) 768-0686	E-MAIL: lmccwilliams@tequesta.org	

To ensure that your offer is considered, it must be received in the Village of Tequesta Clerks Office no later than 2:00 P.M., PALM BEACH COUNTY LOCAL TIME, by the submission date. Offers received after this time will not be considered.

This Request for Quotation, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this ITB solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

The following Terms and Conditions are applicable to this purchase order/contract entered into by and between the Village of Tequesta (referred to as Village) and Bidder.

1. CONE OF SILENCE

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Tequesta, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

2. ADDENDUM

The Purchasing Department may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued. All Addendums will be listed on the [Village Clerk's webpage](#).

3. LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Village Ordinances and Resolutions, as well as all applicable Village, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

4. CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

5. WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Village Clerk prior to the Bid opening date may withdraw a Bid. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

6. CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

7. PAYMENT TERMS

It is the policy of the Village of Tequesta that payment for all purchases by Village departments shall be made in a timely manner. The Village will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the Village. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the Village shall be forty-five (45) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Village Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Village.

8. DISCOUNTS (PROMPT PAYMENTS)

The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the Solicitation.

9. PREPARATION OF BIDS

- a. The Bid forms define requirements of items to be purchased and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b. An authorized agent of the Bidder's firm must sign the Bid submittal form. Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.
- c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

10. CANCELLATION OF BID SOLICITATION

The Village of Tequesta reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the Village.

11. AWARD OF CONTRACT

- a. The contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The Village reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The Village shall be the sole judge of its best interest.
- b. The Village reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Village's best interest to do so.
- c. The Village reserves the right to negotiate prices with the responsive and responsible low Bidder, provided that the scope of work of this Solicitation remains the same.
- d. The Bidder's performance as a prime contractor or subcontractor on previous Village contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- e. The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.
- f. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- g. The Village reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the Village deems necessary.

12. CONTRACT EXTENSION

The Village Manager reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide Village departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

13. WARRANTY

All warranties express and implied shall be made available to the Village for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the Village, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

14. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the Village's anticipated needs and/or usage; and (b) the Village may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The Village is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

15. NON-EXCLUSIVITY

It is the intent of the Village to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the Village reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

16. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the Village and the successful Bidder, continue until completion at the same prices, terms, and conditions.

17. BID PROTEST

Shall be in accordance with Section 120.57, Florida Statutes.

18. LICENSES, PERMITS AND FEES

The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Village or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

19. ASSIGNMENTS

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Village. Assignment without the prior consent of the Village may result in termination of the contract for default.

20. SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

21. RESPONSIBILITIES AS EMPLOYER

The employee(s) of the awarded Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Village or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The Village may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The Village shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

22. INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village or its officers, employees, agents, and instrumentalities as herein provided.

23. COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any Village purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the Village, stating either that the contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Village. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

24. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

25. TERMINATION FOR CONVENIENCE

The Village, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the contract. The Village shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The Village shall be the sole judge of "reasonable costs."

26. TERMINATION FOR DEFAULT

The Village reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. If the awarded Bidder fails to cure the default within the time specified, the Village may then terminate the subject contract by providing written notice to the awarded Bidder. The Village further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate Village ordinances, resolutions, and/or policies. The vendor will be notified by letter of the Village's intent to terminate. In the event of termination for default, the Village may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

27. FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred as set forth by the Village Code. The Village, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

28. ACCESS AND AUDIT OF RECORDS

The Village reserves the right to require the awarded Bidder to submit to an audit by an auditor of the Village's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the Village for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards.

29. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

30. PRE-AWARD INSPECTION

The Village may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

31. PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Records Law." The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the Village in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the Village in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the Village may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

32. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the Village of Tequesta with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the Village of Tequesta any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the Village of Tequesta for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the Village of Tequesta for compliance audits. PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

33. ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the Village will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

34. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

35. COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

36. BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

37. SEVERABILITY

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the Village.

38. NO THIRD-PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the Village and/or successful vendor.

39. GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

40. ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

41. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Village of Tequesta complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female- owned businesses to participate.

During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The awarded Bidder further acknowledges and agrees to provide the Village with all information and documentation that may be requested by the Village from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

42. AVAILABILITY OF CONTRACT TO OTHER VILLAGE DEPARTMENTS

It is agreed and understood that any Village department or agency may access this contract and purchase the goods or services awarded herein. Each Village department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.

43. CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Bidder, the Village may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the Village to access criminal background information. The costs for the background checks shall be borne by the Village.

44. LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.

45. MINIMUM WAGE REQUIREMENTS

The awarded Bidder shall comply with all minimum wage and living wage requirements, such as minimum wages based on Federal Law and the provisions of any other wages laws, as may be applicable to this Contract.

46. PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items during delivery to the Village. The documents shall include information on the contract number or purchase order, any back-order items, and the number or quantity of items being delivered.

47. PURCHASE OF OTHER ITEMS

The Village reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the Village may request price quote(s) from the awarded Bidder(s) on the contract. The Village, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract vendor, or a non-contract vendor.

48. PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be a public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The Village will not accept Bids when the entire Bid is labeled as exempt from disclosure. The Village's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the Village and the Village's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Village's treatment of records as public records.

The awarded Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

49. CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the Village of Tequesta. Further, all Bidders must disclose the name of any Village employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the Village.

50. PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime 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.

51. OTHER GOVERNMENTAL AGENCIES

If a Bidder is awarded a contract as a result of this ITB, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

52. COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the Village of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the Village.

53. FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Village reserves the authority to cancel the contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the Village exercises this authority, the Village shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the Village in accordance with the contract specifications. The Village may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the Village as a result of having to secure the services of another vendor.

54. CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the Village, within three (3) calendar days after the Village notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect the Village may (a) place the awarded Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the Village for this work or items, either through a credit memorandum or through invoicing.

55. ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the Village.

56. OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

57. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Village by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the Village may require the awarded Bidder to replace the materials at the Bidder's expense.

58. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each Village department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by- department basis.

59. TAXES

The Village of Tequesta is exempt from Federal and State taxes for tangible personal property.

60. BIDDER'S COSTS

The Village shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.

61. SUBSTITUTION OF PERSONNEL

It is the intention of the Village that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Village's approval. In the event the substitute personnel are not satisfactory to the Village, and the matter cannot be resolved to the satisfaction of the Village, the Village reserves the right to cancel the contract for cause.

62. FORCE MAJEURE

The Village and the awarded Bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

63. NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 4:30 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Proposer and the Village of Tequesta.

64. POOL CONTRACTS

During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or by categories, sub-categories, or groups, the Village reserves the right to add new vendors to these contracts for goods or services not awarded for the original Solicitation or as part of the general pool category, sub-category or group. To be eligible to be added to these pool contracts a vendor must meet the same eligibility requirements established in the original Invitation to Bid.

65. FISCAL FUNDING OUT

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

66. PURCHASE ORDER

The Village will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

67. DELIVERIES

Deliveries are to be made Monday through Friday, excluding Village holidays, unless otherwise stipulated.

68. SALES PROMOTIONS / PRICE REDUCTIONS

Should sales promotions occur during the term of the order/contract that lower the price of the procured item, the successful vendor shall extend to the Village the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the order/contract period by reason of market change or otherwise, shall be passed on to the Village. Additionally, any time after award, the vendor may offer a reduced price which shall remain in effect for the duration of the order/contract.

SPECIAL CONDITIONS

69. PURPOSE

The purpose of this Solicitation is to obtain bids from contractors to provide the Village with Stormwater Retaining Wall and Drainage Improvements, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

70. TERM OF CONTRACT

All work must be substantially complete within 60 days from the receipt of a Notice to Proceed by the Village and finally complete within 75 days from the receipt of a Notice to Proceed.

71. METHOD OF AWARD

If the contract will be awarded to the lowest responsive, responsible bidder.

72. EQUAL PRODUCTS

Only the referenced manufacturers will be considered unless noted otherwise in the technical specifications.

73. INSURANCE

The awarded Bidder shall not commence any performance pursuant to the terms of this Solicitation until certification or proof of insurance has been received by the Finance Department and approved.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Village of Tequesta shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Village of Tequesta.

The awarded Bidder must submit a current Certificate of Insurance, naming the Village of Tequesta as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the Village upon expiration.

The awarded Bidder shall provide insurance coverage as follows, and shall carry:

- a. Workers' Compensation Insurance – as required by law.
- b. Employer's Liability Insurance - \$100,000 per occurrence, \$100,000 for each disease, and \$500,000 for aggregate disease
- c. Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.
- d. Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

If no deductible for insurance is referenced above, the Village reserves the right to require such deductibles which shall be determined by the Finance Department, but not less than \$25,000 per claim.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

74. CERTIFICATIONS

Any Bidder that submits an offer in response to this Solicitation shall, at the time of such offer, hold all necessary certifications issued by the State or County Examining Board qualifying the Bidder to perform the work proposed for this project. If other professions or trades are required in conjunction with this Solicitation and such work/services will be performed or provided by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's offer; provided, however, that the Village may at its option and in its best interest allow the Bidder to supply the subcontractor(s) certificate to the Village during the evaluation period.

All architects or engineers on this project must possess current Florida professional registrations or licenses for the architectural and engineering services which they intend to provide.

75. METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK

The awarded Bidder shall submit an invoice to the Village for progress payments for work that has been completed, and has been inspected and accepted by the Village. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the Village in advance of the completion and acceptance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.

The Village prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Bidder.

76. WARRANTY REQUIREMENTS

In addition to all other warranties that may be supplied by the Bidder or required in the technical specifications, the awarded Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the Village. This warranty requirement shall remain in force for the full period; regardless of whether the awarded Bidder is under contract with the Village at the time of defect. Any payment by the Village on behalf of the services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

77. PATENTS AND ROYALTIES

The awarded Bidder, without exception, shall indemnify and hold harmless the Village and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Bidder. The awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by awarded Bidder, or is based solely and exclusively upon the Village's alteration of the article. The Village will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Bidder may, at its option and expense, procure for the Village the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Village agrees to return the article on request to the awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

78. RELEASE OF CLAIM REQUIRED

The awarded Bidder must provide the Village with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the awarded Bidder. In the event such affidavits cannot be furnished, the awarded Bidder may submit an executed consent of surety to requisition payment; identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded Bidder fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

79. SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Bid, the Bidder must identify any and all subcontractors that will be used in the performance of the proposed work, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the Village when making the award in the best interest of the Village. If the Bidder fails to identify any and all sub-contractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, if such action is in the best interest of the Village.

80. OTHER FORMS OR DOCUMENTS

If the Village is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder's forms or documents.

81. SITE VISIT AND TESTING BY BIDDERS

- a. On request, the Owner will provide the Bidder access to the Site visit during normal working hours. Bidder shall not disturb any ongoing operations at the Site.
- b. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- c. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- d. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- e. Bidder shall not disturb any ongoing operations at the Site.

82. BIDDER'S REPRESENTATIONS

It is the responsibility of each Bidder before submitting a Bid to:

- a. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

- b. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- c. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- d. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- e. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- f. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- g. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- h. promptly give Village written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- i. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- j. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

SCOPE OF WORK AND SPECIFICATIONS
ITB # UTIL 02-19

STORMWATER RETAINING WALL AND DRAINAGE IMPROVEMENTS

SCOPE OF WORK

- A. The Work includes the construction of approximately 184 linear feet of reinforced concrete retaining wall and trench drain in accordance with the drawings and specifications provided in **Attachment A**.
- B. The Work will be completed on private properties. The Village has acquired or will have acquired temporary construction easements from the three affected properties prior to the issuance of a notice to proceed. Special care shall be taken to preserve and protect adjacent areas.
- C. All disturbed areas shall be restored to an equivalent or better condition.
- D. All costs in connection with the proper and successful completion of the Work, including but not limited to furnishing all materials, equipment, and tools; performing all necessary labor and supervision; clearing and grubbing; excavation; grading; compaction; restoration; and permitting; shall be included in the bid price

PERMITTING

- A. A no-cost building permit will be required from the Village of Tequesta Building Department. The Contractor shall be responsible for all applications, coordination, scheduling, etc. to acquire and close out the permit. The Village will supply signed and sealed drawings to the Contractor for use in acquiring the required building permit.

BID SUBMITTAL SIGNATURE PAGE
ITB # UTIL 02-19

Item	Unit	Qty	Unit Price	Extended Price
Mobilization, Demobilization & General Conditions	LS	1		
Installation of Retaining Wall	LF	184		
Installation of Drainage Trench	LF	184		
Restoration	LS	1		
Contingency	LS	1	\$5,000	\$5,000

Total Project Proposal \$ _____

<p>* PLEASE AFFIX SIGNATURE WHERE INDICATED (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR ITB)</p> <p>By signature on this document, Bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the Village's ITB solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.</p>	
<p>FIRM NAME: (Enter the entire legal name of the quoting entity) _____</p>	
<p>DATE: _____</p>	
<p>* SIGNATURE: _____</p>	<p>PRINT NAME: _____</p> <p>PRINT TITLE: _____</p>
<p>ADDRESS: _____</p>	
<p>CITY / STATE: _____ ZIP CODE: _____</p>	
<p>TELEPHONE # () _____</p> <p>TOLL FREE # () _____</p>	<p>E-MAIL: _____</p> <p>FAX #: () _____</p>
<p>APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____</p>	
<p>FEDERAL ID # _____</p>	
<p>_____</p>	

**ACKNOWLEDGEMENT OF ADDENDA
ITB # UTIL 02-19**

STORMWATER RETAINING WALL AND DRAINAGE IMPROVEMENTS

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Bid Submittal Signature Page
- b. Acknowledgement of Addenda
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Work Place
- g. Non-Collusion Affidavit
- h. References

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of Tequesta.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by: _____

Firm Name: _____

Signature: _____

Name and Title (Print or Type): _____

Date: _____

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime 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 or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-Bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by: _____

Firm Name: _____

Signature: _____

Name and Title (Print or Type): _____

Date: _____

**Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records
Pursuant to Chapter 119, Florida Statutes**

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the Village of Tequesta in order to perform the service. Upon request from the Village of Tequesta's custodian of public records, Contractor shall provide the Village of Tequesta with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the Village of Tequesta, Contractor upon completion of the contract, shall transfer, at no cost, to the Village of Tequesta all public records in possession of the Contractor or keep and maintain public records required by the Village of Tequesta in order to perform the service. If the Contractor transfers all public records to the Village of Tequesta upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village of Tequesta, upon request from the Village of Tequesta's custodian of public records, in a format that is compatible with the information technology systems of the Village of Tequesta.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-768-0440, lmcwilliams@tequesta.org, OR BY MAIL AT VILLAGE OF TEQUESTA, 345 TEQUESTA DRIVE, TEQUESTA, FL 33469.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by: _____

Firm Name: _____

Signature: _____

Name and Title (Print or Type): _____

Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He / She is _____ of _____, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: _____ Title: _____

b. He / She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation. Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder 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, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20__, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____ Notary Name: _____

Notary Public (State): _____

My Commission No: _____ Expires on: _____

REFERENCES

BIDDER to identify a minimum of four (2) satisfactory references that are for similar work. Similar shall refer to: construction of cast-in-place vertical walls of similar size, scope, cost, and complexity completed within the last ten (10) years. The references are to demonstrate that the bidder has been continuously and actively engaged in this type of work over the last ten (10) year period. **Of the four (4) satisfactory references for similar work, a minimum of two (2) shall be from the past five years.** The VILLAGE may not award a bid to any BIDDER who cannot prove to the satisfaction of the VILLAGE that the Corporation/Partnership/Individual identified on the Bid Form has satisfactory written references for similar work. References that are from a Parent Corporation or affiliated Subsidiary shall not be submitted as a reference and will not be considered by the VILLAGE.

Additional references may be submitted as an attachment. BIDDERS ARE RESPONSIBLE FOR CHECKING CONTACTS AND PHONE NUMBERS TO VERIFY INFORMATION IS ACCURATE.

1) Project Name: _____
 Owner/Entity Name: _____
 Address: _____
 City, State, Zip: _____
 Owner Contact: _____ Title: _____ Phone No.: _____
 Start Date of Project: _____
 Completion Date of Project: _____
 Summary of Project: _____

2) Project Name: _____
 Owner/Entity Name: _____
 Address: _____
 City, State, Zip: _____
 Owner Contact: _____ Title: _____ Phone No.: _____
 Start Date of Project: _____
 Completion Date of Project: _____
 Summary of Project: _____

3) Project Name: _____
 Owner/Entity Name: _____
 Address: _____
 City, State, Zip: _____
 Owner Contact: _____ Title: _____ Phone No.: _____
 Start Date of Project: _____
 Completion Date of Project: _____
 Summary of Project: _____

4) Project Name: _____
 Owner/Entity Name: _____
 Address: _____
 City, State, Zip: _____
 Owner Contact: _____ Title: _____ Phone No.: _____
 Start Date of Project: _____
 Completion Date of Project: _____
 Summary of Project: _____