



Notice to Contractor/Vendors

Bid # BAY-19-001

INVITATION TO BID

THE BAY PARK CONSERVANCY, BLUE PAGODA LANDSCAPE PROJECT

BID DUE DATE:

2:00, PM on October 10, 2019

Notice to Contractor/Vendors

Bid # BAY-19-001

INVITATION TO BID

The Bay Park Conservancy, Inc. (“Owner” or “BPC”) is soliciting Invitations to Bid (“ITB”) from interested companies and contractor (“Respondent” or “Bidder” or “Contractor” or “Vendor”) to provide landscape, irrigation, and other related services for the THE BAY PARK CONSERVANCY, BLUE PAGODA LANDSCAPE PROJECT (“Project”) , as detailed in Exhibit “A” of this ITB#: BAY-19-001.

Bids are due for this ITB Bid#: BAY-19-001 at 2:00, PM on October 10, 2019. BPC will receive sealed bids until then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish: all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the BPC, in conformance with bid documents, which include technical specifications.

Bids shall be submitted in writing, signed by the bidder or the bidder’s duly authorized agent, and shall be received by Lori Denny, Staff Member of the BPC, located at BPC Offices, c prior to the time scheduled to receive bids. Bid documents shall be sealed in an envelope and shall be **clearly marked: Bid # BAY-19-001**

Insurance certificates, bonds, and/or checks required by the specifications **must reference the bid number.**

Bid documents and technical specifications for this project are available by contacting Lori Denny, The Bay Park Conservancy, Inc. at lori.denny@bayparkconservancy.org, and are further detailed in Exhibit “A” of this ITB.

Vendors who obtain specifications and plans from sources other than BPC are cautioned that the bid package may be incomplete. Addenda will be posted on the BPC website at least five days prior to the bid opening date to all vendors who have contacted Mrs. Denny and requested the Bid Documents. The BPC may not accept incomplete bid.

A Non-Mandatory Pre-Bid Conference has been scheduled for the following time and location: October 1, 2019, 1:00PM

FOR PRE-BID) for the purpose of discussing the proposed project. Prospective bidders are encouraged to attend. All prospective bidders are encouraged to obtain and review plans and specifications for this project before the pre-bid so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-bid conference. Questions regarding this Invitation to Bid are to be directed, in writing, to the individual listed below using email address list below during normal working hours.

**Sincerely,
Lori Denny, The Bay Park Conservancy, Inc.
lori.denny@bayparkconservancy.org**

**BPC OF SARASOTA
GENERAL TERMS AND CONDITIONS
Version 04.01.19**

1. SUBJECT TO THESE TERMS

All responses are subject to the terms and conditions specified herein. Responses which do not comply with these conditions are subject to rejection. These Terms and Conditions are subject to the Order of Precedents in Section 3 of this document.

2. DEFINITIONS

- 2.1. “Response” – Will be considered the same as a bid, proposal, or any other terms used to describe the submittal of a response to a solicitation whether hard copy or electronic.
- 2.2. “Respondent” – a bidder, proposer or any other individual or company that may submit a response to a BPC solicitation.
- 2.3. “Solicitation” – A document or documents released by the Bay Park Conservancy for the purpose of obtaining goods or services. Considered the same as an Invitation to Bid (ITB), Request for Proposal (RFP) or any other title designated by the BPC to solicited good or services.

3. ORDER OF PRECEDENTS

- 3.1. If a conflict arises between these Terms and Conditions, the following ORDER OF PRECEDENTS will apply:
 - 3.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services”
 - 3.1.2. City of Sarasota Procurement Code
 - 3.1.3. Special Conditions and Supplemental Instructions
 - 3.1.4. Detailed Scope of Work (Exhibit “A”)
 - 3.1.5. Solicitation specific Terms and Conditions (RFP, Bid, Construction, etc.)
 - 3.1.6. These Terms and Conditions

4. CONTRACT FORMS

Any agreement, contract, or Purchase Order resulting from the acceptance of a response shall be in a form as approved by the BPC.

5. RESPONSE DELIVERY AND SUBMISSION REQUIREMENTS AND COMMUNICATIONS

- 5.1. If hard copy responses are requested, response documents shall be submitted as follows:
 - 5.1.1. **Formal Proposals (ITN, RFP, RFO) one original and five printed copies.**

- 5.1.2. **Bids (ITB) one original and three printed copies.**
- 5.2. Must be submitted on the solicitation forms provided by the BPC. If the Solicitation is requested electronic only, the electronic copy should include any solicitation spreadsheet as provided by the BPC. The electronic copy should include one consolidated PDF file that contains the entire response. All blank spaces in the solicitation forms shall be filled in legibly and correctly in ink. The Respondent shall specify the price per unit of measure and the extended total, or the lump sum response price if such is called for, for each scheduled item of work as well as the total price for the entire work under the contract. If an individual or company submits the response, they shall sign their name therein and state their name and address as principal. If a corporation submits the response, an authorized officer or agent shall sign it, subscribing the name and address of the corporation along with their own name and affixing the corporation seal. The company name and F.E.I.N. number shall appear on the solicitation form.
- 5.3. Any responses received after the stated time and date will not be considered. It shall be the sole responsibility of the Respondent to have their solicitations delivered to the BPC prior to the stated time and date. If a response is sent by U.S. Mail or delivery service, the Respondent shall be responsible for its timely delivery to the BPC. Responses delayed by mail or delivery service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their (unopened) return at the Respondent's request and expense.
- 5.4. Confidential Response Information – If information is submitted with the solicitation documents that are deemed “Confidential” then the Respondent must stamp those pages of the response that are considered confidential. Respondent must provide documentation as to why these documents should be declared confidential in accordance with Chapter 119, “Public Records”, exemptions. Respondent will be responsible for proving confidentiality upon the BPC receiving any valid public records request. The Respondent will be responsible for all cost involved in that process.
- 5.5. Solicitation Opening
- 5.5.1. Solicitation responses shall be publicly opened on the date and at the time specified in the solicitation. It is the Respondent's responsibility to assure that their response is delivered at the proper time and place for the solicitation opening. Responses, which for any reason are not so delivered, will not be considered. Offers by fax or telephone are not acceptable. A response may not be altered after the opening of the response.
- 5.5.2. All solicitation documents shall be submitted in writing, signed by the Respondent or the Respondent's duly authorized agent, and shall be mailed or delivered to the office of the BPC Staff prior to the date and time scheduled for the opening of responses.
- 5.5.3. If hard copies of the Solicitation are requested, Solicitation documents shall be sealed in an envelope or packaging and shall be clearly marked with the words "Solicitation Documents" and show the solicitation name and number, name and address of the Respondent, and date and time of the scheduled opening.
- 5.6. The BPC Staff , or designee shall publicly open, in the presence of a witness, all response documents at the time and place specified in the solicitation.

- 5.7. A Respondent may withdraw a response any time prior to the opening of the response. After responses are opened, but prior to award of the contract by the BPC or Charter Official, the BPC or Charter Official may allow the withdrawal of a response because of the mistake of the Respondent in the preparation of the response document. In such circumstance, the decision of the BPC or Charter Official to allow the response withdrawal, although discretionary, shall be based upon a finding that the Respondent, by clear and convincing evidence, has met each of the following four tests:
 - 5.7.1. The Respondent acted in good faith in submitting the response,
 - 5.7.2. The mistake in response preparation was of such magnitude that to enforce compliance by the Respondent would cause a severe hardship on the Respondent,
 - 5.7.3. The mistake was not the result of gross negligence or willful inattention by the Respondent, and
 - 5.7.4. The mistake was discovered and was communicated to the BPC prior to the BPC having formally awarded the contract.

6. CLARIFICATION & ADDENDA

- 6.1. For information or questions concerning this solicitation, contact The Bay Park Conservancy, Inc., 655 North Tamiami Trail, Sarasota, FL 34236, Attention: Lori Denny lori.denny@bayparkconservancy.org, unless otherwise noted in the specifications. After the issuance of the solicitation, prospective Respondents or any agent, representative or person acting at the request of such Respondent shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any agent or employee of the BPC other than the BPC Staff or their designee. This prohibition begins with the issuance of any solicitation and ends upon execution of the final contract or when the solicitation has been canceled. **If it is determined that improper communications were conducted, the Respondent may be declared not responsible.**
- 6.2. Detailed specifications describe the commodities, services or construction services to be acquired by the BPC. To be considered for award, a response must comply in all material respects with the specifications. **No alternate responses or deviations from the specifications will be accepted unless requested in the specifications or response form and as approved through written addendum.**
- 6.3. Each Respondent shall examine all solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made in writing, submitted and received at least **eight (8) calendar days** prior to the date when responses are due; to the Bay Park Conservancy.
- 6.4. The BPC shall not be responsible for oral interpretations given by any BPC employee, representative, or others. Except at the pre-solicitation conference, every request for interpretation of the meaning of the plans, specifications or any contract documents, or for correction of any apparent ambiguity, inconsistency or error therein, shall be in writing, addressed to the BPC Staff or designee. **The issuance of a written addendum by the BPC is the only official method whereby interpretation, clarification or additional information can be given.** If any addenda are issued to this solicitation, the BPC will attempt to notify all prospective Respondents who have secured same; however, it shall be the responsibility of each Respondent, prior to

submitting their response, to determine if addenda were issued and to make such addenda a part of their response. Acknowledgement to addenda receipt will be noted by each Respondent in the space provide on Form# 1 or by other means as prescribed by the BPC. This may include electronic acknowledgement.

6.4.1. Should the Respondent find discrepancies in or omissions from the drawings and specifications, scope of work, or other documents attached hereto, or should they be in doubt as to the meaning, they should at once contact the BPC and obtain clarification prior to submitting a response.

6.5. Governmental Restrictions

6.5.1. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this solicitation prior to their delivery, it shall be the responsibility of the Respondent to notify the BPC at once, indicating in their letter or email the specific regulation which required an alteration. The BPC reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the solicitation or contract at no further expense to the BPC.

7. SOLICITATION/RESPONSE EXPENSES

Respondent shall bear all costs and expenses incurred in developing, preparing, and submitting responses to this solicitation.

8. IRREVOCABLE OFFER

Any response may be withdrawn until the date and time set for opening of the responses to this solicitation. All withdrawals must be requested in writing via email, letter, or FAX. Any response not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one-hundred and twenty (120) days to sell to the BPC the goods or services set forth in the attached specifications. Failure to respond, either by submitting a bid or proposal, or by submitting a "NO BID" Statement eliminates your firm for being able to participate in the protest of this solicitation in accordance with the Bay Park Conservancy Procurement Ordinance 12-5009.

9. RESERVED RIGHTS

9.1. The BPC reserves the right to accept or reject any or all responses, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the BPC reserves the right to accept all or any part of the responses and to increase or decrease quantities to meet additional or reduced requirements of the BPC. Any sole response received by the submission date may or may not be rejected by the BPC depending on available competition and current needs of the BPC.

9.1.1. The BPC Staff may set as a minimum, the number of responses to accept for consideration of evaluation or award of a contract. This decision will be made based on BPC Policy and BPC Procurement Code and statutes. However, the BPC Staff may determine that a single response is acceptable.

- 9.2. To be **responsive**, a Respondent shall submit a response which conforms in all material respects to the requirements set forth in the solicitation. To be a **responsible** Respondent, the Respondent shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the BPC reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the Respondent or any credible source. All information requests will be done through the BPC Staff contact designed on this ITB. Such information may include but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.
 - 9.2.1. The BPC may disqualify a Respondent from being awarded a BPC contract if the BPC Staff determines, after an investigation, that the Respondent is “not responsible,” based on a poor performance record with the BPC, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the Respondent is not capable of performing the contract.
- 9.3. Respondents are required to submit their prices, if pricing is required, on the pricing forms supplied by the BPC in the solicitation document. Responses, at the sole discretion of the BPC, may be deemed non-responsive if these solicitation forms are not used and duly signed by an authorized representative of the Respondent.
- 9.4. Unless otherwise stated in this solicitation specification, any contracts resulting from this solicitation are non-exclusive. The BPC reserves the right to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the BPC’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.
- 9.5. After award of this solicitation, the BPC reserves the right to add or delete items/services at prices or terms to be negotiated at the time of addition or deletion. At contract renewal time(s) or in the event of significant industry wide market changes, the BPC may negotiate justified adjustments such as price, terms, etc., to the contract when the BPC, in its sole judgment, considers such adjustments to be in the best interest of the BPC. The Bay Park Conservancy may or may not require the prospective Respondent to participate in negotiations and to submit additional technical information or other revisions to their response as may result from the negotiations.
- 9.6. If the contract awarded as a result of this solicitation is terminated, the BPC reserves the right to go to the next lowest **responsive** Respondent with the balance of the contract, unless otherwise stated in the solicitation specification.
- 9.7. The Bay Park Conservancy reserves the right to refuse to award to any Respondent based upon prior contractual relationships between that Respondent, or a substantially related person or entity, and the BPC. This shall include, but is not limited to, situations in which the Respondent or, a substantially related person or entity, has had its contractual relationship with the BPC terminated or issued notice of default within three (3) years of the date of the issuance of this solicitation.

- 9.8. The BPC reserves the right that any company or subcontractor of that company that will have access to BPC facilities or property may be required to be screened to a level that may include but is not limited to; fingerprints, statewide criminal and juvenile records check. There may be fees associated with these procedures. These costs are the responsibility of the company or subcontractor of that company.

10. APPLICABLE LAWS

- 10.1. **Respondents must be authorized to transact business in the State of Florida.** A copy of the Registration Certificate and information should be submitted with response but is not required. **Registration must be completed before a contract can be signed.** Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the Bay Park Conservancy , by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Respondent shall not constitute a knowable defense against the legal effect thereof. This includes any revisions or as amended thereof. Any involvement with the Bay Park Conservancy shall be in accordance with but not limited to:

10.1.1. BPC Administrative Regulation and Ordinances

- 10.1.1.1. Bay Park Conservancy Procurement Ordinance, 12-5009
- 10.1.1.2. Administrative Approval of Contracts, Ordinance 03-4440 and 07-4763
- 10.1.1.3. Amends administrative approval of contracts for Director of Finance, and the City Manager , Ordinance 07-4763
- 10.1.1.4. Travel Policy, Administrative Regulation 024.A008.0618

10.1.2. Florida State Statutes

- 10.1.2.1. Florida State Statute Chapter 287, Procurement of Personal Property and Services
- 10.1.2.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed responses received by the BPC. **Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after responses opening, whichever is earlier.**
- 10.1.2.3. It shall be the responsibility of the Respondent to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

11. QUALITY GUARANTEE/WARRANTY

- 11.1. Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new, unused, and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.

- 11.2. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the BPC, no later than ten (10) business days prior to the bid opening date, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the BPC in evaluating the substitution. Such information is submitted through the BPC Staff designee listed in this ITB. Any such substitution shall be subject to BPC approval through the issuance of a written addendum by the BPC. Substitutions shall be approved only if determined by the BPC to be an **Approved Alternate** to the prescribed specifications.
- 11.3. A bid containing a substitution is subject to disqualification if the substitution is not approved by the BPC. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.
- 11.4. The equipment must be warranted for twelve (12) months, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service.
- 11.5. If any product does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the vendor shall pick up the product from the BPC at no expense to the BPC. The BPC reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the vendor shall refund to BPC any money which has been paid for same.

12. SALVAGE OF CONSTRUCTION MATERIALS

- 12.1. Objective: The Bay Park Conservancy strives towards its goal of becoming a sustainable community. Salvage and reuse of construction materials is sustainable activity worthy of becoming a standard operating practice by the BPC, its crews, and private contractor/vendors working in the BPC. To that end, the following specification and clauses shall be included and enforced to the extent possible during construction activities in the BPC.
- 12.2. Specification: Salvage of Brick and Other Construction Materials
 - 12.2.1. The Bay Park Conservancy is a sustainable community. Best practices in sustainable projects call for salvage and reuse of construction materials, and the BPC has adopted this practice as a core value in construction projects. Any contractor/vendor performing work on behalf of the BPC of Sarasota shall follow this practice to the extent practical.
 - 12.2.2. The Bay Park Conservancy additionally has identified brick found on, under, or around BPC roadways to be a critical resource. In a case when any brick is found by the contractor/vendor, the contractor/vendor shall notify the project manager immediately. The project manager will identify if the brick is of suitable quality for reuse. If so, brick shall be salvaged, and taken to a location designated by the

BPC. Typically, the contractor/vendor will be responsible to neatly stack any found brick on a pallet for pickup by a BPC crew, who will be made available to transport the brick. If substantive quantities of brick are found by the contractor/vendor, the BPC shall establish a force-account or other payment mechanism to reimburse the contractor/vendor for these costs.

- 12.2.3. Materials other than brick known to be present prior to the onset of a project, unless specifically noted or specified otherwise, may be considered by the contractor/vendor as salvageable as part of their bid. For instance, the contractor/vendor may consider millings removed from the roadway, or concrete sidewalk removed from the site, to be in control of the contractor/vendor. Therefore, any of this material may be taken to a suitable location for reuse (i.e. millings to asphalt plant, concrete to a pulverization/ crushing site). The contractor/vendor may reuse this material as they see fit, but the fact the material has been placed in the control of the contractor/vendor does not remove the requirement for beneficial reuse of these materials; the BPC is simply leaving the disposition of how to reutilize these materials to the contractor/vendor's discretion. Any proceeds from the salvage of this material may be received by the contractor/vendor.

12.3. Clause: R/O/W Use Permit

- 12.3.1. The contractor/vendor/owner is hereby notified that any brick found in Bay Park Conservancy Right-Of-Way is considered to be property of the Bay Park Conservancy . The contractor/vendor/owner shall immediately notify the BPC, at 941-365-2200 extension 6000, if brick is found within the BPC's property while carrying out any work. The brick shall be stacked neatly on a BPC-provided pallet and placed in a suitable location for pickup by a BPC crew. The contractor/vendor/ owner is also encouraged to recycle any other construction materials to the extent practical, such as taking removed concrete sidewalk to a pulverization plant.

13. CHANGE ORDERS

- 13.1. The BPC may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements. The Bay Park Conservancy will not pay more than a total of 10% on markup and overhead. Any supplemental agreement shall be approved by the BPC Staff, contractor and the architect/engineer, if applicable, prior to the commencement of the modified work. The BPC Staff may only approve an adjustment

to the contract price that does not exceed 10% of the contract price or \$200,000.00, whichever is less in accordance with Ordinance 03-4440.

- 13.2. The BPC reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the BPC. Compensation for changes in quantities shall be at the bid unit price for the specific item of work with no additional charges allowed for the change in quantity.

All unit prices for items of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit of measure (e.g. LS, LF, CY, SY, TN, etc.) including but not limited to:

- 1) Material
- 2) Delivery
- 3) Direct Labor
- 4) Taxes
- 5) Rental rates
- 6) Fringe Benefits
- 7) Overhead
- 8) Profit
- 9) Markup

A change in quantities whether greater than or lower than the original bid quantity shall be treated as if the new quantity was part of the original quantity of work with respect to unit value. Upon approval of changed quantities the quantities shall be adjusted on the schedule of values to reflect the new total quantity of each item of work. Each proposal for change order shall list both the reduction in quantity of deleted work and increased quantity of added work. The Bay Park Conservancy will not pay more than a total of 10% on markup and overhead when establishing a negotiated fee for items not list by unit price.

Surety and other bonds, when required, are premiums applied to the total contract amount. Adjustments and allowances for increased bond costs will only be considered on the net increase to the total contract amount after consideration of both quantity reductions, quantity increase and other work price adjustments.

- 13.3. Changes in contract time will only be considered for documented weather impacts, additional work directed by the BPC, reductions in work directed by the BPC, stoppage of work when directed by the BPC or other causes of delay not attributable to the contractor. Delays by others, such as utility companies, may not necessarily be compensated by the BPC and the contractor may need to seek compensation from the third party for the delay.

14. INTERPRETATION OF ESTIMATED QUANTITIES

The estimated quantities of work to be done and materials to be furnished under this contract, given in the bid forms, are to be considered as approximate only and are to be used solely for the comparison of bids received. The BPC does not expressly or by implication represent

that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location or other conditions pertaining to the work. Payment to the contractor/vendor will be made only for the actual quantities of work performed or materials furnished in accordance with the contract documents, and it is mutually understood that the quantities may be increased or diminished as provided in the specification without in any way invalidating any of the unit or lump sum price bid.

15. BONDS (IF REQUIRED) CONSTRUCTION ONLY

15.1. BID GUARANTY (IF REQUIRED)

All bids, where the total amount bid is in excess of \$150,000 require security in the form of a bid bond issued by a surety company licensed to do business in Florida, a cashier's check, or an irrevocable letter of credit in an amount equal to five percent of the bid, unless the BPC Staff issues a written determination that the imposition of such requirement would detract from competition without adding a material benefit to the BPC. The BPC Staff may require a bond on projects less than \$150,000.00. A bid bond for continuing/annual services will not be required unless stated in the specifications or special conditions. The BPC Staff may require a letter of bondability on continuing/annual services contracts. All bonds, cashier's checks, or letters of credit shall require the bidder to forfeit bid security upon a refusal or failure to execute the contract within ten days of issuance of the notice of award of contract. If the contract is then awarded to the second-lowest bidder, the bond or other form of security shall be applied to compensate the BPC for the difference in price between the lowest and second lowest bids offered.

15.2. PERFORMANCE & PAYMENT BOND, EXECUTION OF CONTRACTS

- 15.2.1. The BPC Staff shall require the successful bidder on a public construction contract to obtain a good and sufficient performance and payment bond as security for the faithful performance of a public construction contract entered into between the BPC and the successful bidder and as security for the payment of all persons performing labor or furnishing materials in connection with such contract. The BPC Manager may waive the performance and payment bond for public construction contracts of \$150,000 or less if the BPC would not materially benefit from requiring such bond.
- 15.2.2. Within ten (10) days after the contractor/vendor has been issued a "notice of bid action", the successful bidder shall execute and deliver to the BPC a contract agreement in the form provided and in such number of counterparts as the BPC may require.
- 15.2.3. Having satisfied all conditions as set forth elsewhere in these documents, the successful bidder shall furnish a performance and payment bond (public construction bond) equal to one hundred percent (100%) of the total contract amount for the security of the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection therewith in the forms required by Florida Statutes 255.05 together with power of attorney showing authorization of the surety's agent to execute the bond. It shall be the contractor/vendor's responsibility to record a copy of the bond in the public

records of Sarasota County Clerk of circuit Courts and provide proof of such recording to the BPC with the performance bond.

- 15.2.4. The failure of the successful bidder to execute such contract agreement and to supply the required bond(s) within said ten (10) business days, or within such extended time as the BPC may grant, based upon reasons determined adequate by the BPC, shall constitute a default. The BPC may then either award the contract to the next **responsible** bidder or re advertise for bids and may charge the bidder the difference between the amount of the bid and the amount for which a contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty. (Form# 12, Part II, Performance and Payment Bond)
- 15.2.5. The BPC Staff may require a successful bidder on a contract other than a public construction contract to obtain a good and sufficient performance and payment bond as security for the faithful performance of the contract entered into between the BPC and the successful bidder and as security for the payment of all persons performing labor or furnishing materials in connection with such contract.
- 15.2.6. When a contractor furnishes and records a payment and performance bond for a public works project in accordance with this section and provides the public authority with a written consent from the surety regarding the project or payment in question, the public authority may not condition its payment to the contractor on the production of a release, waiver, or like documentation from a claimant demonstrating that the claimant does not have an outstanding claim against the contractor, the surety, the payment bond, or the public authority for payments due on labor, services, or materials furnished on the public works project. The surety may, in a writing served on the public authority, revoke its consent or direct that the public authority withholds a specified amount from a payment, which shall be effective upon receipt. This subsection applies to contracts entered into on or after October 1, 2012. However, the contractor may utilize this provision in lieu of release of lien for the subcontractors prior to the date above.
- 15.2.7. In lieu of the performance and payment bond, a successful bidder may provide the BPC with an alternative form of security in the form of cash, cashier's check, or irrevocable letter of credit. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the performance and payment bond required herein.

15.3. **BOND FORMS**

The attached bond forms may be utilized (Form#11, Bid Bond). Any bonding company submitting a bid bond or performance and payment bond to the BPC must be licensed to transact as a fidelity and surety business in the State of Florida and hold a certificate of authority from the Secretary of the Treasury under Act of Congress approved July 30, 1947 (U.S.C. 6 13), and approved by the Bay Park Conservancy . Acceptable surety companies shall be licensed to do business in Florida and shall have an A.M. Best & Company or approved alternate rating of "A" or better and a "T" underwriting limitation not exceeded by this project's bond.

16. PRICES, TERMS, AND PAYMENTS

16.1. Discounts

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

16.2. Mistakes

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk in case of mistake in extension; the unit price will govern.

16.3. Condition and Packaging

It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

16.4. Safety Standards

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standard there under.

16.5. Underwriter's Laboratories

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry UL re-examination listing where such has been established.

16.6. Invoicing and Payment

The contractor/vendor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods or services, less deductions if any, as provided. Invoices shall contain the contract number, purchase order and the contractor/vendor's Federal Employer Identification Number. An original copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

16.6.1. Payments Based on Percentage Markup

Bids that are awarded and which include or provide for a percentage markup on goods purchased will require the vendor/contractor to submit the wholesale invoice with the vendors/contractors invoice and which include or provide a list of goods purchased in order to verify the correct markup percentage was applied.

16.7. Additional Quantities

For a period not exceeding one (1) year, unless otherwise stated in the scope of work, from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities at the same unit price. If additional quantities are not acceptable, the bid sheets must be noted "Bid is for specified quantity only".

16.7.1. Additional Quantities-Lump Sum and Unit Pricing Contracts

The BPC and contractor/vendor may add additional work items to the contract at any time, provided a fair and reasonable not to exceed, lump sum or unit cost can be agreed upon by both parties unless otherwise specified in the specifications or scope of work.

16.7.2. Additional Scope of Work

The BPC may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The BPC may make an equitable

adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the BPC may solicit separate solicitations to satisfy them.

16.8. Additional Terms and Conditions

Additional Terms and Conditions may be listed in the items listed in Section 2 otherwise no additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are applicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bid form attest to this.

16.9. Advertising

In submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising.

16.10. Assignment

Any purchase order issued pursuant to this bid invitation and the monies, which may become due hereunder, are not assignable except with the prior written approval of the ordering agency.

16.11. Contract Term

Unless otherwise stated in the scope of work, specifications, or special conditions the default contract term shall be one (1) year with two (2) one (1) year renewals for a total of three (3) years.

17. DIRECT PURCHASE

17.1. The BPC reserves the right, at the BPC's option, to direct purchase materials, equipment, and furnishings involved in the project, including subcontracts, if any in accordance with Florida Statute 212.08(6) and Florida Department of Revenue Rule 12A-1.094. The selected contractor/vendor, and all subcontractors, if any, shall comply with the BPC's direct purchase procedures, including but not limited to those listed below.

17.1.1. Within 15 days of the posted date of the Notice of Bid Action, the selected contractor/vendor shall submit a list of potential Direct Purchase items for the BPC's consideration. The intent is for single items or large quantities of single items of approximately \$15,000.00 or more to be considered for Direct Purchases. The parties acknowledge that BPC may be directly purchasing some of the material and/or equipment necessary for the project so as to save the sales tax which would otherwise have been due with regard to same.

17.1.2. Along with the list, the contractor/vendor shall also include the price quotes from the suppliers from the bid, including any terms and conditions negotiated with the suppliers. The contractor/vendor is **responsible** for selecting the supplier,

specifications, material receipt, inspecting shipments and assuring that the material is in accordance with the specifications. In the event the BPC determines to make any Direct Purchase of material and/or equipment for the Project, the Direct Purchase will be authorized by a deductive change to the agreement. The deductive change for the Direct Purchase shall reduce the contract amount otherwise due from the BPC to the contractor/vendor by the cost to be paid by the BPC for the material and/or equipment to be directly purchased by the BPC and by the sales tax saved by the BPC directly purchasing the material and/or equipment. The contractor/vendor retains all responsibility for an acceptable finished product and is **responsible** for maintaining the project schedule. The BPC's **Direct Purchase** mechanism to effectuate tax savings in no way effects the obligation of the contractor/vendor to meet all of the terms and conditions and all provisions and technical specifications of the bid and resultant contract document. The Contractor/vendor shall be **responsible** for insuring all materials and items in his care, custody and control regardless of whether directly purchased by the BPC or not. The materials directly purchased by the BPC for inclusion into the project are subject to the same terms and conditions as any and all other items of the contract.

- 17.1.3. The Direct Purchase items selected, and upon request of an order by the contractor/vendor, the BPC will issue a Direct Purchase order to the contractor/vendor's or subcontractor's source at the price proposed in the subcontractor's or contractor/vendor's bid, less sales tax. The BPC reserves the option to issue the Direct Purchase orders to the BPC's annual contract vendors or State contract vendors for comparable or lower prices but will subtract from the contract the price shown on the subcontractor/vendor's or contractor/vendor's bid. For construction management projects, items for Direct Purchase will be identified by or before the construction documents phase.
- 17.1.4. It will be the contractor/vendor's sole and complete responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the item as ordered and at the time and place needed by the Contractor/vendor.
- 17.1.5. The contractor/vendor shall take delivery, unload, store and install the materials and equipment purchased on the direct purchase order in accordance with the bid, protect and maintain in proper condition; and work with the supplier to repair, replace, and make good any defect without cost to the BPC, until such time as the scope of work by the contractor/vendor has been completed and accepted by the BPC. The contractor/vendor will be **responsible** for undertaking and completing any returns of direct purchase materials or equipment and working with the supplier to effectuate any warranties for defective materials or equipment, or resolving any problems related to the direct purchase materials and equipment. The contractor/vendor will coordinate corrective action. Any returns not replaced shall be credited to the BPC and acknowledged by a supplement to the direct purchase order and amendment to the contractor/vendor's application for payment. The Contractor/vendor shall not be **responsible** for warranting the materials and equipment to the BPC, however, the contractor/vendor shall be responsible for maintaining the supplier's warranty of the material or equipment purchased by direct purchase order by the BPC. The contractor/vendor shall

maintain records of all direct purchases received and incorporated into the work and provide the BPC with a monthly accounting.

- 17.1.6. When delivery of a direct purchase order is complete, or a payment is to be made on a partial shipment, the contractor/vendor will immediately submit to the BPC the invoice and documentation supporting the goods received. Invoices for direct purchase orders will be sent by the direct purchase vendor to the contractor/vendor. The contractor/vendor will verify delivery and sign the invoice and associated documentation supporting the amount of the payment. Payment will be made by check mailed to the direct purchase vendor as of the next available check run of the BPC. The contractor/vendor will assist the BPC in assuring prompt payment by supplying the supplier's FEI numbers, addresses, phone numbers, etc.

18. PERMITS, FEES, LICENSING, AND MOBILIZATION

- 18.1. The contractor/vendor shall obtain all necessary permits and pay for same prior to commencement of work. The cost of such permits shall be included within the base bid, unless otherwise provided for in the bid forms or specifications. The contractor/vendor must have all license and certifications as required by Federal, State, BPC, County, or special agencies (i.e. FAA, FTA, EPA, DOT, etc...). Permit cost may be calculated by going to the Bay Park Conservancy Neighborhood and Development Services (NDS) website at <https://www.sarasotafl.gov/government/development-services/building-permitting>

18.2. Mobilization Fees

- 18.2.1. Mobilization shall consist of preparatory work and operations including, but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of the CONTRACTOR'S field office and other facilities necessary for work on the project; fees for bonds and insurance; and for all other work and operations including submittals and obtaining construction permits, which must be performed prior to beginning work on the various items.
- 18.2.2. Payment for mobilization, demobilization, and survey shall not exceed 10 percent (10%) of the total Contract cost unless the Contractor can prove to the BPC that his actual mobilization, demobilization, and survey costs exceeds 10 percent (10%).
- 18.2.3. **Continuing Services Contracts.** Measurement: The lump sum price for mobilization shall be based on **each task order** and shall not exceed five percent (5%) of the total of all other items bid (excluding this item). The CONTRACTOR shall provide a breakdown of the lump sum bid for mobilization. The schedule of values shall identify items of preparatory work and operations with the corresponding cost per item.

19. CONFLICT OF INTEREST

- 19.1. The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the Bay Park Conservancy or any of its agencies. Further, all bidders must disclose the name of any BPC employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
- 19.2. Bids Submitted by Members of Advisory Boards of the Bay Park Conservancy
- 19.2.1. Section 112.313(7), Florida Statutes (1989), prohibits an advisory board member from holding any employment or contractual relationship with any business entity, which is doing business with the BPC.
- 19.2.2. Section 112.313(12), Florida Statutes (1989), provides that an advisory board member will not be in violation of the prohibition in Section 112.313(7), Florida Statutes (1989), if:
- 19.2.2.1. The bid is awarded under a system of sealed, competitive bidding to the lowest **responsive and responsible** bidder. In addition, the advisory board member is required prior to or at the time of the submissions of the bid, file a statement with the Supervisor of Elections of Sarasota County, disclosing their interest and the nature of the intended business. The form, which should be used, is entitled "Form 3A Interest in Competitive Bid for Public Business," a copy of this form has been provided in the forms section of this bid, (Form# 2, Form 3A Interest in Competitive Bids) or you may contact the Bay Park Conservancy.
- 19.2.2.2. The advisory board member, their spouse or child is required to have in no way used or attempted to use their influence to persuade the BPC or any of its personnel to enter into such a contract other than by the mere submission of the bid.
- 19.2.2.3. The advisory board member, their spouse or child is required to have in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder."
- 19.2.3. All of the three- (3) above conditions are required to be satisfied in accordance with the Florida Statutes. The filing of the disclosure form with the Supervisor of Elections of Sarasota County is the sole responsibility of the bidder and must be filed prior to or at the time of submission of the bid. A copy of the completed disclosure form shall be submitted to the BPC Staff designee listed in this ITB prior to or at the time of submission of the bid. Failure of the bidder to comply with the provisions of this paragraph may result in the rejection of the bid.
- 19.3. Non-government Conflicts
- 19.3.1. (a) A proposer shall not submit a response or enter into a contract with the Bay Park Conservancy if the contract would result in the proposer having a conflict of interest. As used herein, the term conflict of interest shall mean:
- 19.3.1.1. (1) The proposer's contract with another customer or entity will be averse to the interest of the Bay Park Conservancy ; or
- 19.3.1.2. (2) There is a significant risk that the interest of the Bay Park Conservancy will be materially impacted by the proposer's responsibilities to a current customer or entity, a former customer or entity or any other third party.

- 19.3.1.3. (3) When a proposal is submitted pursuant to the CCNA, the conflict of interest standards set forth in the National Society of Professional Engineers Code Part II, Rules of Practices related to engineering services; the Code of Ethics - The American Institute of Architects and the NCARB - National Council of Architectural Registration Boards Code of Ethics related to architectural services shall each be applicable in determining whether a conflict of interest exists.
- 19.3.2. (b) Notwithstanding the existence of a conflict of interest under paragraph (a), a proposer may submit a proposal and enter into a contract with the Bay Park Conservancy if:
 - 19.3.2.1. (1) The proposer reasonably believes that they will be able to provide competent and diligent representation to each affected customer or entity and;
 - 19.3.2.2. (2) The conflict of interest is not prohibited by law and;
 - 19.3.2.3. (3) The proposal or contract does not involve the assertion of a claim by one customer or entity against another represented by the proposer in the same project or other proceeding involving State or Federal agencies; and
 - 19.3.2.4. (4) Each affected customer or entity gives informed consent, confirmed in writing by the BPC Staff .
- 19.3.3. (c) It shall be the sole responsibility of the BPC Staff to determine if the criteria applicable to a conflict of interest or exception from same have been met.

20. LIQUIDATED DAMAGES, PENALTIES, AND NON CONFORMANCE TO CONTRACT

20.1. Liquidated Damages (Construction)

Liquidated damages will be assessed to the contractor/vendor for each consecutive calendar day completion of the project or work is delayed. Liquidated damage is specified in the scope of work or specification.

20.2. Attorney's Fees

Should it become necessary for the BPC to bring any action against the successful bidder to enforce any of the covenants, provisions or conditions of the agreement, the successful bidder will pay all costs attendant thereto, including reasonable attorney's fees to the attorney.

21. AWARDS

- 21.1. The Bay Park Conservancy , Florida, reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The BPC reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest **responsible** and **responsive** bidder(s) within the category chosen for basis of award.
- 21.2. The BPC reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the BPC Staff .

- 21.3. Award of Contract, if made; will be to the lowest **responsible** and **responsive** bidder(s). In reviewing bids submitted, the BPC shall take into consideration, when determining the lowest **responsible** and **responsive** bidder(s).
- 21.4. In respect to the bids, the BPC shall make such recommendations to the BPC, if applicable, as they shall deem proper, at the earliest practicable meeting of the BPC. The BPC shall elect to reject all bids, accept the bid of the lowest **responsible** and **responsive** bidder, or re advertise the project for new bids. In the event the lowest **responsible** and **responsive** bid for a project exceeds the available funds, the BPC, may negotiate an adjustment of the bid price with the lowest **responsible** and **responsive** bidder, in order to bring the total cost of the project within the amount of available funds.
- 21.5. If alternates are included in the bid sheets, bid will be awarded based on unit pricing of the base bid.

22. PAYMENTS, RETAINAGE, SUB-CONTRACTORS,

- 22.1. Partial payments for each calendar month may be made to the contractor/vendor by the BPC of Sarasota upon basis of a duly certified approved estimate (construction) or invoice of the work performed, and materials furnished by the contractor/vendor during the preceding calendar month.
- 22.2. **Retainage (Construction only)**
 - 22.2.1. The Bay Park Conservancy will retain no less than ten percent (10%) of the amount of each partial payment until 50-percent completion and acceptance of all work covered by this contract. Upon request, the BPC will reduce the retainage after fifty percent (50%) of the work has been completed to five percent (5%), as approved by the BPC Staff . No partial payment shall be construed to be accepted by the BPC of any portion of the work under this contract. Requests for payment shall be submitted on the forms supplied by the Department Director or standard AIA forms. They will approve or deny the request for payment within fifteen (15) days of receipt. If denied, they shall state the reasons thereof and indicate what corrective action is needed. Payment shall be due thirty (30) days from the date of the pay application, provided it is correct. The BPC will endeavor to have all required signatures within those 30 days.
- 22.3. **Certification of Payment to Sub-Contractors (Constructions Only)**
 - 22.3.1. Prior to receipt of any partial payment, the prime contractor/vendor shall certify that all sub-contractors having an interest in the contract have received their pro rata share of previous partial payments to the prime contractor/vendor for all work completed, and materials furnished in the previous period. This certification shall be in the form designated by the BPC. The term "sub-contractor", as used herein shall also include persons or firms furnishing materials or equipment for the project, for which partial payment has been made by the BPC and work done under equipment-rental agreements.

- 22.3.2. The BPC shall not make any partial payments after the initial partial payment until the contractor/vendor provides said certification, unless the contractor/vendor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the BPC and the affected sub-contractors and suppliers.
- 22.3.3. Within 30 days of receipt of the initial partial payment or any other payments received thereafter except the final payment, the contractor/vendor shall pay all sub-contractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the contractor/vendor demonstrates good cause for not making any said required payment and furnishes written notification of any such good cause to both the BPC and the affected sub-contractors or suppliers within said 30-day period. vc
- 22.3.4. The successful bidder shall submit prior to contract executions, the name and address of each subcontractor to whom the bidder proposes to subcontract a portion of the work, and shall list each subcontractor, licensed by the State of Florida, proposed by the bidder, to specially fabricate and install any portion of the work. Said list shall include a description of the portion of the work, which will be done by each subcontractor. A form (Form# 13) for listing the subcontractors as required is attached and is required to be returned with the bid.
- 22.4. Final Estimate and Payment**
When the work has been completely performed by the contractor/vendor and approved by the Department Director, the unpaid balance for completed work of the contract, less any sums that may be deducted or retained (construction only) under the provisions of the contract, will be paid to the contractor/vendor within thirty (30) days of the said date of approval.
- 22.5. Affidavit of Claims (constructions only)**
The contractor/vendor shall have furnished to the BPC a sworn affidavit to the effect that all claims of whatever nature incurred on the work have been paid and that no suits are pending in connection with the work done under this contract, and also providing that the contractor/vendor shall include a certificate from the Department Director stating that the work performed is satisfactory.
- 22.6. As-built (red line) Drawings (constructions only)**
Contractor/Vendor is responsible for providing completed as-built (red line) drawings for specified projects in a BPC specified form and format whether it is a fixed project, or a project completed under a continuing services contract task order. This task shall be completed at no additional cost to the BPC. Failure to provide such drawings within ninety (90) calendar days of the project's substantial completion may result in final payments, in an amount not less than ten (10) percent of the final total contract amount, being withheld until such drawings are provided to and approved by the BPC.

23. SAMPLES

Samples of items when called for must be furnished free of expense on or before bid opening time and date, and, if not destroyed, may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied

by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Bay Park Conservancy shall dispose of the commodities.

24. PREFERABLE PRODUCTS

24.1. Environmentally Preferable Products

The Bay Park Conservancy is committed to the procurement of products and services that minimize negative environmental and social impacts and emphasize long-term values. Preference shall be given to products and services that have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

24.2. Buy America

The Bay Park Conservancy is committed to the procurement of products and services that are produced or manufactured in America. We encourage all contractor/vendors to buy American made materials and products.

25. WORKING HOURS

25.1. **Construction Hours.** Work hours will be in accordance with City of Sarasota Ordinance 03-4416 unless otherwise stated in the scope of work or technical specifications. Construction, drilling, repair, alteration, demolition, land clearing or landfilling operations between the hours of 6:00 a.m. and 9:00 p.m. on weekdays or between 9:00 a.m. and 9:00 p.m. on weekends or holidays for which all required permits have been issued, provided that the equipment involved is operated in accord with the manufacturer's specifications and with all manufacturer's sound-reducing equipment in use and in proper operating condition.

26. USE OF CITY PROPERTY AS STAGING AREA

26.1. City of Sarasota property may be used during a project for a staging area. The vendor will be required to negotiate a separate agreement for use of this property. The staging agreement will be considered part of the project contract for the purpose of default. If the vendor fails to restore the property to its original status or meet other conditions as required by the staging contract, then the project retainage and/or balances due the contractor may be withheld until the terms of the staging contract are met. In addition, the contractor will provide a separate certificate of insurance naming the Bay Park Conservancy as an additional insured. The project name and number that the staging contract is associated with must be listed in the remarks section of the certificate of insurance.

27. MINIMUM REQUIREMENTS

27.1. Previous experience in the performance of projects of a similar nature.

- 27.2. The individuals/firm warrants that they are fully qualified, with adequate personnel, resources, and experience to undertake the services required within a reasonable time.
- 27.3. Registered under the State of Florida to perform the services required for this project. Registration Certificate to be provided by the Florida Department of State, Division of Corporations, establishing your firm as eligible to conduct business in the State of Florida. Please refer to website: www.sunbiz.org

28. EMERGENCY SERVICES

- 28.1. Contractors/Vendor shall have contingency plans to ensure that Services continue during emergency periods such as, but not limited to, major equipment breakdown, severe weather conditions, power outages and traffic disruptions. Indicate your continuity of operation plan for ensuring services during emergencies. Contractor/Vendor shall acknowledge this on Form #1. If the contractor/vendor is unable to provide emergency services, this may be waived at the sole discretion of the BPC Staff . Emergency Services may be negotiated as separate pricing.

29. NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE

- 29.1. The BPC will conduct a due diligence search of completed or pending litigation going back approximately five years.
- 29.2. Respondent may be required to provide additional information related to litigation related to negligence or breach of contract.
- 29.3. Failure to provide additional information, as requested, could result in the Respondent being declared nonresponsive.
- 29.4. Additionally, Respondents may be declared “not responsible” due to past or pending litigation that are relevant to the subject procurement such that they call into question the ability of the Respondent to assure good faith performance. This determination may be made by the BPC Staff, after consultation with the BPC Attorney.

30. TAXES

This section may not be applicable to all solicitations. The Bay Park Conservancy does not pay Federal Excise and State Taxes on direct purchases of tangible personal property or services. An exemption certificate will be provided to the contract holder upon issuance of a purchase order. This exemption does not apply to tangible personal property or services purchased by a contract holder for their use in the performance of an awarded contract based on this solicitation. Nothing herein shall affect the Respondent's normal tax liability. The BPC reserves the right, at the BPC's sole option, to issue Direct Purchase Orders for applicable supplies and equipment to be utilized in this project or service.

31. ERRORS AND OMISSIONS

- 31.1. In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All responses shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

31.2. Approval by BPC of the successful Respondent's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful Respondent for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to this solicitation. Additionally, approval by the BPC of the successful Respondent's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful Respondent for the project. After acceptance of the final plans, scope of work or other documents by the BPC, the successful Respondent agrees, prior to and during the execution of the project scope, to perform such successful services, at no additional cost to the BPC, as may be required by the BPC to correct errors or omissions on the plans, drawings, scope of work or other services prepared by the successful Respondent pertaining to the solicitation.

32. PUBLIC ENTITY CRIMES

In accordance with Chapter 287, Florida Statutes, Procurement of Personal Property and Services, Section 287.133, Public entity crime; denial or revocation of the right to transact business with public entities. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases or real property to a public entity, may not be awarded or perform work as a Contractor/Vendor, supplier, subcontractor, 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 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

33. DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

33.1. In accordance with Florida State Civil Rights Act of 1992.

33.2. An entity or affiliate who has been placed on the **State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>.)** may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, vendor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

33.3. The general purposes of the Florida Civil Rights Act of 1992 are to secure for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status and thereby to protect their interest in personal dignity, to make available to the state their full productive capacities, to secure the state against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals within the state.

33.4. It is the policy of the Bay Park Conservancy to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race,

religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

34. ROYALTIES AND PATENTS

- 34.1. The Respondent, without exception, shall indemnify and save harmless the BPC and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention process, or article manufactured by the Respondent. The Respondent 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 the Respondent is based solely and exclusively upon the BPC alteration of the article. The BPC will provide prompt written notification of a claim of copyright or patent infringement.
- 34.2. Further, if such a claim is made or is pending, the Respondent may at its option and expense procure for the BPC the right to continue use or replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the BPC agrees to return the article on request to the Respondent and receive reimbursement if any as may be determined by a court of competent jurisdiction. If the Respondent uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the response prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

35. PURCHASING COOPERATIVE

It is the intent of this solicitation to include requirements and to obtain responses on behalf of the Bay Park Conservancy and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this solicitation. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. The Bay Park Conservancy will not be financially responsible for the purchases of other entities from this solicitation.

36. DELIVERY

Unless otherwise specified, all prices are to be **FOB-Destination**.

37. PRE-SOLICITATION CONFERENCE

- 37.1. Failure to attend a mandatory or non-mandatory pre-solicitation conference will relieve the BPC of any responsibility to notify a Respondent of additional requirements unless those questions or requirements are identified in the conference are submitted in writing.
- 37.2. Failure to attend a mandatory pre-solicitation conference will result in the Respondent being considered non-responsive.

38. FUNDING

- 18.1. This solicitation is subject to the appropriation of funds in an amount sufficient to allow continuation of the BPC's performance in accordance with the terms and conditions of this solicitation. The BPC shall provide prompt written notice to the Respondent that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this solicitation, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the solicitation.
- 18.2. This Bay Park Conservancy **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the BPC. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

39. SUBCONTRACTING

- 19.1. Respondent shall obtain prior written approval of subcontractors and the work they will perform as stated in the scope of work. A subcontractor is defined as any entity performing work within the scope of the solicitation or project who is not an employee of the Respondent.
- 19.2. Respondent shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. Respondent shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. All work performed for Respondent by a subcontractor or supplier will be pursuant to an appropriate agreement between Respondent and the subcontractor or supplier which specifically binds the subcontractor or supplier to the applicable terms and conditions of the Contract Documents for the benefit of BPC. Respondent shall be fully responsible to BPC for all acts and omissions of the subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work just as Respondent is responsible for Respondent's own acts and omissions.

20. TRAVEL EXPENSE

Travel expenses, if approved by the BPC, will be reimbursed in accordance with the Bay Park Conservancy Administrative Regulation 024.A008.0618: "Travel Policy" whether or not the resulting contract provides for a different method.

21. PUBLIC RECORDS

Respondent acknowledges that all information contained within its response is a public record, as defined in Chapter 119, "Public Records", of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

40. INVOICING

All invoices must contain the purchase order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the Respondent for correction and resubmission. Vendors shall not perform any service or provide products until they have been issued an approved Purchase Order.

41. TIME EXTENSION

41.1. Time Extension

The BPC may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

41.2. 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 BPC and the successful Respondent, continue until completion at the same prices, terms and conditions. This must be approved in advance by the BPC Staff or designated representative.

42. RIGHT TO AUDIT

The awarded Respondent shall maintain such financial records and other records as may be prescribed by the Bay Park Conservancy or by applicable federal and state laws, rules, and regulations. The awarded Respondent shall retain these records for a period of five years after final payment, or until they are audited by the Bay Park Conservancy, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the Bay Park Conservancy, its designees or other authorized bodies.

43. E-VERIFY

Awarded Respondents should utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the awarded Respondent during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

44. PROTEST PROCEDURES

Protest procedures will be conducted in accordance with the Bay Park Conservancy Procurement Ordinance 12-5009.

45. INSURANCE

45.1. The awarded Respondent, prior to the signing an Agreement and before starting any work on this Agreement, shall procure and maintain, during the life of this Agreement, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the BPC. The policies shall be placed with an insurance carrier approved and licensed by the Insurance Department of the State of Florida and that meets a minimum financial **A. M. Best Company, Inc.** or approved alternate rating of no less than **“A”, Excellent**. The BPC will accept a minimum rating for Worker’s Compensation Insurance of **“B+, Good”**. The NAIC number for all Insurers will be noted to the right of the insurer’s name in the section provided on the certificate of insurance. The Bay Park Conservancy will not accept any indication or evidence of self-insurance made by the awarded Respondent, as it applies to any of the required insurance coverage. The BPC Staff, or designee, reserves the right to waive, downgrade or upgrade, or suspend requirements as determined to be in the best interest of the BPC. Any and all fully-executed contracts will require that the awarded Respondent be fully insured per the terms and conditions as follows herein:

45.2. Mandatory Insurance Requirements

45.2.1. Worker’s Compensation

Worker’s Compensation Insurance on behalf of all employees who are to provide a service for this Agreement, as required by Florida Statutes Chapter 440 and Employers Liability with limits of not less than \$100,000 per employee accident; \$500,000 disease aggregate; and \$100,000 employee per disease.

45.2.2. Commercial General Liability

Including but not limited to bodily injury, property damage, and personal injury, with limits of not less than One Million Dollars combined single unit per occurrence, Two Million Dollars per location aggregate plus property damage insurance in the minimum amount of Five Hundred Thousand Dollars covering all work performed.

45.2.3. Automobile Liability

Including bodily injury, property damage liability for all vehicles owned, hired, leased, and non-owned, with limits of not less than One Million Dollars combined single unit per occurrence, \$500,000.00 property damage and Two Million Dollars aggregate covering all work performed.

45.3. Additional or Option Insurance (Depends on project requirements.)

45.3.1. Umbrella Liability

N/A unless being used to meet underlying coverage requirements.

45.3.2. Liquor Liability

All vendors serving alcohol as a result of the solicitation will be required to obtain Liquor Liability insurance.

45.3.3. Miscellaneous Insurance - All other types of insurance as required by the scope of work or specifications

45.3.4. Professional Liability

If applicable, in the minimum amount of One Million Dollars. **CCNA Consultants must have this insurance coverage.**

45.3.5. Hazardous Material

If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, no further work is to be performed in the area of the hazardous materials until the Project Manager and BPC's Risk Management Department has been consulted as to the potential need to procure and maintain any or all of the following coverage through a change order to the project.

45.3.5.1. Contractor/vendor's Pollution Liability

For sudden and gradual occurrences in the amount no less than \$1,000,000 per claim and \$2,000,000 in the aggregate arising out of work performed under this Agreement including, but not limited to, all hazardous materials identified under this Agreement.

45.3.5.2. Asbestos Liability

For sudden and gradual occurrences in the amount no less than \$1,000,000 per claim and \$2,000,000 in the aggregate arising out of work performed under this Agreement.

45.3.5.3. Disposal

When applicable, the Contractor/vendor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

45.3.5.4. Hazardous Waste Transportation

When applicable, the Contractor/vendor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance and Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$2,000,000 annual aggregate and provide valid EPA identification number. The Certificates of Insurance (COI) shall clearly state the hazardous materials exposure work being performed under this Agreement.

45.3.6. Builder's Risk

When applicable, special form coverage shall include, but not be limited to:

45.3.6.1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to this Agreement;

45.3.6.2. Theft coverage;

45.3.6.3. Waiver of Occupancy clause endorsement;

45.3.6.4. Limits of insurance to equal 100% of the insurable completed agreement amount of such additions, or structures, on an agreed amount/replacement cost basis;

45.3.7. Maximum deductible clause of \$50,000 each claim.

45.4. **Additional Insured**

The Bay Park Conservancy and the City of Sarasota, its elected and appointed officials, employees and agents shall be listed by endorsement as additional insured, except for worker's compensation and professional liability. Further, other designated persons or entities may be required to be listed as additional insured.

45.5. **Certification of Insurance**

Contractor/Vendor, prior to providing any services pursuant to this Agreement, shall furnish to the BPC proof of insurance, including, but not limited to a Certificate of Insurance referencing the Bay Park Conservancy and the City of Sarasota as "additional insured", except for worker's compensation and professional liability, and the effectiveness of all required insurance for Contractor/Vendor, and each of its subcontractors. The certificates of insurance shall state that the BPC will be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any other modification of any policies required of Contractor/Vendor. No work shall commence under this Agreement until the BPC's authorized representative has given written approval of the insurance certificates. Additionally, Contractor/Vendor has an affirmative obligation throughout the entire term of this Agreement to provide the BPC evidence of the continuation of all policies required of Contractor/Vendor by this Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the BPC. All insurance documents must show the RFQ Number and indicate that the Proposers' insurance is the prime insurance. Certificate of Insurance must include the company's NAIC. BPC suggests that Contractor/Vendor obtain all policies on an occurrence form basis. If, however, Contractor/Vendor determines to obtain claims-made policies, Contractor/Vendor shall be required to assure that the policy dates run concurrently throughout the entire term of this Agreement and Contractor/Vendor shall be required to maintain "tail" coverage Contractor/Vendor's own expense for a period of time as directed by the BPC.

45.5.1. Additional insurance requirements may be noted in the scope of work or specifications. These insurance requirements will be in addition to those stated in these Terms and Conditions and not a replacement.

46. CONTRACT ADMINISTRATION AND SITE REVIEW

46.1. The Respondent shall carefully examine the site of the work and the contract documents for the work contemplated, and it will be assumed that the Respondent has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the contract documents. The Respondent shall inform themselves fully of the conditions under which the work is to be performed in relation to construction, services, commodities and labor conditions. Failure to do so will not relieve a successful Respondent of their obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work or deliver the requested product or service for the consideration set forth in their response. Contracts may have more than

one department or entity participating. Each participant will issue individual purchase orders and will be billed separately.

46.2. Ownership of Documents

It is understood and agreed that all documents, including detail reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, including all documents bearing the professional seal of the successful proposer, there under shall be delivered to and become the property of the BPC, prior to final payment to the successful Respondent at the termination of the agreement.

46.3. Notice to Proceed (NTP) and Pre-Construction/Kickoff Meetings

46.3.1. Single Project

All single (one-time solicitation) projects will have a notice to proceed (NTP) issued by the BPC before a purchase order can be issued. The notice to proceed (NTP) letter will be dated the same date as the pre-construction or kickoff meeting. The date of the NTP Letter and the Date in which work is to start can be no more than 30 days apart, unless otherwise approved by the BPC Staff , or designee.

46.3.2. Continuing Services

A continuing service contract with a task order \$50,000.00 or less will use the purchase order as the notice to proceed. The date of the purchase order will be the project start date. The number of days to complete the project or the project final completion date must be annotated on the purchase order. For a task order over \$50,000.00 a formal notice to proceed (NTP) must be issued by the BPC.

46.4. Work Progress and Delays

The BPC Staff shall be entitled at all times to be advised in writing, at his request, as to the status of work being done by the successful Respondent and the details thereof. In the event the successful Respondent cannot satisfy the deadline specified in the project schedule, then it shall notify the BPC Staff in writing at least seven (7) days prior to such deadline of the reason for the delay. In the event the cause of the delay is due to delay by the BPC or regulatory agencies as to the approval of any plans or permits submitted by the successful Respondent, when such delay will result in an overall delay of the project completion date, the BPC Staff shall grant to the successful Respondent, in writing, an extension of the agreement time equal to the as aforementioned delays. The BPC Staff shall be solely responsible for determining whether any extension of time should be awarded to the successful Respondent.

47. TERMINATION OF CONTRACT

The Bay Park Conservancy reserves the right to terminate any contract, at any time, with or without cause.

47.1. Termination for Default

Awarded Respondent acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth in the contract, are material inducements to BPC entering into an agreement. Should awarded Respondent fail to perform any of the conditions, covenants and requirements of its part to be kept, the BPC Staff shall give

written notice thereof to the awarded Respondent specifying those acts to things which must occur in order to cure said default. Provided, however, if awarded Respondent makes a good faith effort by taking steps to substantially cure the default, the BPC Staff may grant the awarded Respondent additional time to cure such default as he deems warranted in his sole discretion. Should the default remain, upon expiration of the time granted to cure the same, the BPC Staff may terminate the agreement, by written notice of termination, said notice specifying the time and date of termination.

47.2. Termination for Convenience

The performance of work under the contract may be terminated by the BPC Staff in whole or in part whenever the BPC Staff determines that termination is in the Bay Park Conservancy 's best interest. Any such termination shall be affected by the delivery to the awarded Respondent in a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the awarded Respondent shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

47.3. Payment and Ownership of Documents upon Termination

In the event of termination of the agreement, the vendor shall cease work and shall deliver to the BPC all documents including reports and all other data, materials prepared or obtained, by the vendor in connection with the project, including all documents bearing the professional certification. The awarded Respondent shall reimburse the BPC for any stored items that the BPC has previously purchased. BPC shall upon delivery of the aforesaid documents, pay the awarded Respondent as full payment for its services hereunder, a sum of money equal to the percentage of the work done by the awarded Respondent and accepted as satisfactory by the BPC.

47.4. Waiver

Failure of the BPC to take any action with respect to any breach of any term, covenant or condition contained in the agreement, or any instance of default hereunder by the successful Respondent, should not be deemed to be a waiver of any default or breach by the BPC.

48. INDEMNIFICATION

48.1. Non-Design Professional

The BPC and the City of Sarasota shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by any person whatsoever arising from the negligent performance by awarded Respondent and its employees and agents of its obligations under the provisions of this agreement. The awarded Respondent shall indemnify and hold harmless the BPC and the City of Sarasota, and agents and employees against all claims, liabilities, loss, injury, death or

damage whatsoever, including but not limited to attorney fees, on account/or arising out of or resulting from any negligent act or omission of the awarded Respondent in the performance of the work. The BPC and the City of Sarasota and awarded Respondent acknowledge that the first ten dollars (\$10.00) of the compensation paid awarded Respondent for its work hereunder shall be deemed specific consideration for this indemnification. Awarded Respondent shall fund the foregoing indemnification by providing the insurance coverage's set forth below.

48.2. Design Professional

Awarded Respondent shall indemnify and hold harmless the BPC and the City of Sarasota, its elected and appointed officials, officers, employees and agents, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fee, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the awarded Respondent or any person employed or utilized by the consultant in the performance of the contract. BPC and the City of Sarasota and the awarded Respondent acknowledge that the first ten dollars (\$10.00) of compensation paid awarded Respondent for its services hereunder shall be deemed specific consideration for the indemnification.

49. INSPECTION, ACCEPTANCE AND TITLE

- 49.1. Inspections and acceptance will be at destination unless otherwise provided. Title and risk of loss damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist them in the expeditious handling of damage claims, the ordering agency will:
- 49.1.1. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - 49.1.2. Report damage (visible and concealed) to carrier and contract supplier, confirming such reports in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
 - 49.1.3. Retain the item and its shipping container, including inner packing material, until the carrier and disposition given by the contract supplier perform inspection.
 - 49.1.4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
- 49.2. The awarded Respondent shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without the prior written consent of the BPC Staff.
- 49.3. All remedies therein before and therein conferred on the BPC shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

50. COMPLETION OF WORK OR PROJECT

The awarded Respondent will complete all work or services for the contract price and within the contract time of number of calendar days specified per approved Task Order/ Purchase Order for all work (except warranty items) in accordance with the contract documents. The

number of completion days may be specified in the scope of work, specifications or the response form. For continuing services contracts, all task orders will be complete within 30 days of the date the purchase order is approved or by the date and/or number days specified in the task order scope. The estimated completion days or date may also be documented on the purchase order.

51. SCRUTINIZED COMPANIES

- 51.1. Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a response for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a response for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria
- 51.2. At the time a company submits a bid or a proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List or is engaged in business operations in Cuba or Syria. This is a required form as part of the vendor registration with the Bay Park Conservancy .

52. CONTRACTS FOR SERVICES (SECTION 119.0701, FLORIDA STATUTES)

- 52.1. This statute requires any public agency (which includes municipalities) to; in addition to other contract requirements provided by law, include a provision in each contract for services that requires the contractor to comply with the public records laws. Specifically, the contract must require the contractor to:
 - 52.1.1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - 52.1.2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 52.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 52.1.4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

53. DISCLAIMER OF JOINT VENTURE

The successful Respondent and BPC shall warranty and represent that by the execution of an agreement it is not the intent of the parties that the agreement be construed or deemed to represent a joint venture or an undertaking between BPC and the successful Respondent. The successful Respondent shall be solely responsible for the conduct of all activities and services provided by the successful Respondent as part of its business operations. While engaged in carrying out and complying with terms of the agreement, the successful Respondent is an independent contractor and not an officer or employee of the BPC. The successful Respondent shall not at any time or in any manner represent that it or any of its agents or employees is employees of the BPC.

54. PUBLIC RECORDS

As required by Section 119.0701, Florida Statutes, RESPONDENT

hereby specifically covenants to comply with the public records laws of the State of

Florida. RESPONDENT specifically covenants to:

- (a) Keep and maintain public records required by BPC in order to perform the Project Scope of Services.
- (b) Upon request from BPC, provide BPC 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.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if RESPONDENT does not transfer the records to BPC.
- (d) Upon completion of the Agreement, transfer, at no cost, to BPC all public records in possession of RESPONDENT or keep and maintain public records required by BPC to perform the Project Scope of Services. If RESPONDENT transfers all public records to BPC upon completion of the Agreement, RESPONDENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RESPONDENT keeps and maintains public records upon completion of the Agreement, RESPONDENT shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to BPC upon request from BPC in a format that is compatible with the information technology systems of BPC.
- (e) **IF RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

SHAYLA GRIGGS, INTERIM BPC AUDITOR AND CLERK

SHAYLA.GRIGGS@SARASOTAFL.GOV

(941) 954-4160

1565 FIRST STREET

SARASOTA, FL 34236

EXHIBIT "A"
Bid # BAY-19-001
INVITATION TO BID
THE BAY PARK CONSERVANCY, BLUE PAGODA LANDSCAPE PROJECT
BID DUE DATE:

2:00, PM on October 10, 2019

The CONTRACTOR shall be responsible for providing all necessary labor, services, materials, equipment, tools, consumables, skills, and incidentals required for The Bay Park Conservancy, Sarasota, FL; in conformance the agreement, which include these specifications, including, but not limited to the following:

- 1) All scope of work per Construction Documents from Kimley Horn, Project # 14572000- Blue Pagoda Landscape Project, dated August 7, 2019, drawing numbers L-100, L-150, L-151, L-152, included herein by reference and available at the Bay Park Conservancy offices located at 655 N Tamiami Trail, Sarasota, FL 34236
- 2) All Bids shall be submitted on the Project Specific itemized Bid Form labeled "Exhibit B" included herein by reference and available at the Bay Park Conservancy offices located at 655 N Tamiami Trail, Sarasota, FL 34236.
- 3) Irrigation for the project shall be fed from an effluent connection at the existing building, and shall be design build and include the limits of the project as detailed on the Construction Documents and on the project specific Bid Form, including, but not limited to sizing of any required pumps, notification signage about effluent water, electrical for pumps, timers, and controllers, adequate coverage to water the Project, and all plans, specifications and documents required for permitting. The Contractor shall install new and retrofit irrigation system(s). The irrigation system shall be operated to provide watering frequencies sufficient to replace soil moisture below the root zone of planted areas, taking into account the amount of rainfall that has occurred. The Contractor will coordinate with BPC on the type of system and product to install.
- 4) An allowance of \$38,000.00 shall be included for the pond fountain and is pre-populated inside the required Bid Form.
- 5) The sign shown on the Construction Documents is excluded from this ITB.
- 6) All Forms shall be submitted as noted in this ITB.
- 7) Contractor shall include all required permitting for the Project, permitting fees shall be paid by BPC.
- 8) The Contract Term for the Project shall be for a period of no longer than 45 calendar days, beginning at the execution of the contract between the BPC and the successful bidder of this project. This duration assumes permitting to take no longer than 14 days.
- 9) All deliveries and work shall be made within the time constraints and as required by the BPC.
- 10) The BPC reserves the right to refuse delivery of any materials that do not meet the requirements in this agreement, and also reserves the right, at its sole discretion, to request replacement materials until such time the BPC deems the materials fit for installation.

Part I Forms – Required Forms

These forms are required and should be submitted with all bids. If it is determined that forms in this section are not applicable to your company then you should return the form with your bid and mark N/A across the form in large letters. There is no need to return the Terms and Conditions with your bid package.

Form# 1 – Bid Form (2 pages)

This is a mandatory form that must be returned with your bid package. All information must match the company information as it is listed on the Florida Department of State Division of Corporations – <http://www.sunbiz.org>. All signatures must be by an authorized company representative.

Form# 1A – Statement of No Response Form (1 page)

This is an optional form. Vendors and contractors may submit this form if they have decided not to submit a response to the bid or proposal. Failure to respond, either by submitting a bid or proposal, or by submitting this "Statement of No Response" form eliminates your firm for being able to participate in the protest of this bid or proposal in accordance with the City of Sarasota Procurement Ordinance 12-5009.

Form# 2 – Form 3A Interest in Competitive Bid for Public Business (1 page)

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

Form# 3 – Non-Collusive Form (1 page)

Each bidder shall execute an affidavit, in the form provided by the BPC, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid form.

Form # 4 – Public Entity Crimes (2 pages)

A person or affiliate who has been placed on the convicted vendor 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, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form# 4A – Negligence or Breach of Contract Disclosure Form (1 page)

Required Form. The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form the final action needs to include in whose favor the litigation was settled and was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation write “None” on the form. If you have too many lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instruction and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put “See Attached Listing” in the blocks where you would normally have put none.

Form# 5 – Drug Free Workplace Certification (1 page)

Self-explanatory. Required Form. The form may be use as part of a tiebreaker for identical bids. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you bid package. If your company has a Program, sign and return the form.

Form# 5A – Scrutinized Companies Certification (1 page)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify 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.

Form# 8 – Contractor/Vendor References (1 page)

This form is used in conjunction with Form#9. It must be completed in its entirety.

Form# 9 – Reference Survey (1 page) Post Bid Form.

Provide this form to a minimum of three of the four references listed on Form# 8. The references will need to return this forms to the buyer listed on the form. **This form will not be turned in with the bid package.** However, the apparent responsible/responsive low bidder at the time of the bid announcement will be asked to have 3 of the references from Form #8 submit this form to the buyer before a Notice of Bid Action to your company is provided to you from BPC. A contract cannot be completed until three of the surveys are returned.

Instructions for Form #9

1. Complete “Section 1” prior to providing form #9 to references. This is the reference’s information **not** the bidder’s information.
2. In the “Subject” block enter the name of the project the bidder completed for that reference.
3. Section 2 is the name of the bidder.
4. The reference should complete Section 3 and return directly to the BPC.

5. Form#9 should not be returned by bidder. A minimum of 3 reference responses must be returned. **Failure to obtain reference surveys may make your company nonresponsive.**
6. Section 4 is for the reference to print and sign name.

Part II Forms – Construction Forms

These forms are required for construction projects. They are required to be submitted with the bid package.

Form# 11 – Bid Bond (2 pages)

Required for all construction projects over \$150,000.00.

Form# 12 – Performance and Payment Bond (2 pages) – Post Bid Form.

Required for all construction projects over \$150,000.00. This form only needs to be submitted after award of the bid by the awarded contractor/vendor prior to notice to proceed.

Form# 14 – Trench Safety (1 page)

Contractor Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990

Bidder/Proposers Name _____

Bid # BAY-19-001

INVITATION TO BID

THE BAY PARK CONSERVANCY, BLUE PAGODA LANDSCAPE PROJECT

BID DUE DATE:

2:00, PM on October 10, 2019

If you do not intend to submit a bid or proposal on this requirement, please complete and return this form by the bid or proposal opening deadline to the:

The Bay Park Conservancy, Inc.
655 N Tamiami Trail
Sarasota, FL 34236

form can also be emailed to Lori Denny: lori.denny@bayparkconservancy.org

Failure to respond, either by submitting a bid or proposal, or by submitting this "Statement of No Response" form eliminates your firm for being able to participate in the protest of this bid or proposal in accordance with the City of Sarasota Procurement Ordinance 12-5009.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid or Request for Proposal
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

Form# 2 – Interest in Competitive Bid

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	Name	Position
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods and/or services to be supplied specifically include: _____		
b. The realty, goods and/or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? ___ Yes ___ No if so, how often? _____		
6. Additional comments:		
7. Signature	Date Signed	Date Filed
<u>FILING INSTRUCTIONS</u>		
If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.		
NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.		

Form# 3 – Non-collusive Affidavit

NON-COLLUSIVE AFFIDAVIT
(Prime Contractor/Vendor)

State of _____

County of _____

_____, being first duly sworn, deposes and says that they are

_____, the party making the fore-going solicitation

(Partner or officer of the firm, etc.)

is genuine and not collusive or sham; that said contractor/vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor/vendor or person, to put in a sham solicitation or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the solicitation price of affiant or of any other contractor/vendor, or to fix overhead, profit or cost element of said solicitation price, or of that of any other contractor/vendor, or to secure any advantage against the City of Sarasota of any person interested in the proposed contract; and that all statements in said solicitation are true.

*(Contractor/Vendor, if the Contractor/vendor is an individual;
Partner, if the Contractor/vendor is a partnership;
Officer, if the Contractor/vendor is a corporation)*

(Company Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by

_____ *(name and title of corporate officer)* of _____

(name of corporation), a _____ *(state or place of incorporation)* corporation, on behalf of the

corporation. He/she is personally known to me or has produced _____ *(type of identification)* as

identification.

(Signature line for notary public)

(Name of notary typed, printed or stamped)

(Title or rank)

My commission expires:

(Serial number, if any)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to The Bay Park Conservancy, Inc.
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:
or:

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. **Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 2____.

(NOTARY PUBLIC)

My Commission Expires: _____

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1.	Your Company Name				
2.	Type of Incident	Place an X in the appropriate block.	Alleged Negligence		Breach of Contract
3.	Date of Incident				
4.	Who Took Action Against Your Company? (Include name, state, and City.)				
5.	What was the initial circumstance for this action?				
6.	What was the final outcome of this action?				

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write ‘NONE’ on the page and return it with the company name completed.

Page Number: of

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR VENDOR NAME

AUTHORIZED SIGNATURE

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Name: _____
Respondent's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Respondent FEIN: _____
Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,
who is authorized to sign on behalf of the above referenced company.
Authorized Signature: _____
Print Name and Title: _____

Contractor/Vendor References

Name of Company Submitting bid: _____

References

Contact Person & Title:	_____		
Email Address	_____	Phone No.	_____
Company Name:	_____ Fax No.		
Mailing Address:	_____		
City:	_____	State:	_____ Zip: _____
Type of commercial work contracted:	_____		
Contact Person & Title:	_____		
Email Address	_____	Phone No.	_____
Company Name:	_____ Fax No.		
Mailing Address:	_____		
City:	_____	State:	_____ Zip: _____
Type of commercial work contracted:	_____		
Contact Person & Title:	_____		
Email Address	_____	Phone No.	_____
Company Name:	_____ Fax No.		
Mailing Address:	_____		
City:	_____	State:	_____ Zip: _____
Type of commercial work contracted:	_____		
Contact Person & Title:	_____		
Email Address	_____	Phone No.	_____
Company Name:	_____ Fax No.		
Mailing Address:	_____		
City:	_____	State:	_____ Zip: _____
Type of commercial work contracted:	_____		

Vendor must provide Form# 9, Reference Survey, to a minimum of three of the references listed above. Three of the surveys must be returned to the BPC before a contract can be completed. Failure to obtain reference surveys may make your company non-responsive.

Bid # BAY-19-001
 INVITATION TO BID
 THE BAY PARK CONSERVANCY, BLUE PAGODA LANDSCAPE PROJECT
 BID DUE DATE:
 2:00, PM on October 10, 2019

COMPANY:		DATE:	
PHONE #:		TOTAL # PAGES:	1
FAX #:		PHONE #:	941-954-4151
EMAIL:		FAX #:	941-954-4157
EMAIL:		EMAIL:	

SUBJECT: Reference for work completed regarding (Your project name):

Additional Details: _____.

You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above).
 THE BAY PARK CONSERVANCY, BLUE PAGODA LANDSCAPE PROJECT

Section 2 Company you are providing a reference for: _____

	Section 3	Indicate:	"YES" OR "NO"
1. Was the scope of work performed similar in nature?			
2. Did this company have the proper resources and personnel by which to get the job done?			
3. Were any problems encountered with the company's work performance?			
4. Were any change orders or contract amendments issued, other than owner initiated?			
5. Was the job completed on time?			
6. Was the job completed within budget?			
7. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)			
8. If the opportunity were to present itself, would you rehire this company?			

9. Please provide any additional comments pertinent to this company and the work performed for you:

PLEASE COMPLETE AND RETURN TO THE ATTENTION OF:
EMAIL: lori.denny@bayparkconservancy.org Lori Denny

Section 4

Reference Print Name

Reference Signature:

ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY.

**STATE OF FLORIDA
COUNTY OF SARASOTA BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, a Corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____, and firmly bound unto the Sponsor in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand by Sponsor, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached Solicitation, dated _____, 20____, for a Contract entitled:

Bay-19-001 / PARK CONSERVANCY, BLUE PAGODA LANDSCAPE P

NOW, THEREFORE, if the Principal shall withdraw said Solicitation prior to the date of opening same, or shall within ten (10) days after the prescribed forms are presented to him for signature enter into a written Contract with The Bay Park Conservancy in accordance with the Solicitation as accepted, and give a Performance and Payment Bond with good and sufficient Surety or Sureties as may be required, for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith; or, in the event of failure to enter into such Contract and give such Bond within the time specified, if the principal shall pay the _____ BPC the difference between the amount specified in said Solicitation and the amount for which the _____ BPC may procure the required work and/or supplies, provided the latter amount to be in excess of the amount specified in said Solicitation, then the above obligations shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the above written parties here executed this instrument under their several seals this _____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Sign here if a Partnership or an Individual)

IN THE PRESENCE OF:

_____(SEAL)
Individual Principal

Address

Business Address

_____(SEAL)
Corporate Surety

Address

Business Address

(Sign here if a Corporation)

ATTEST:

Individual Principal

BY: _____
As President

Business Address

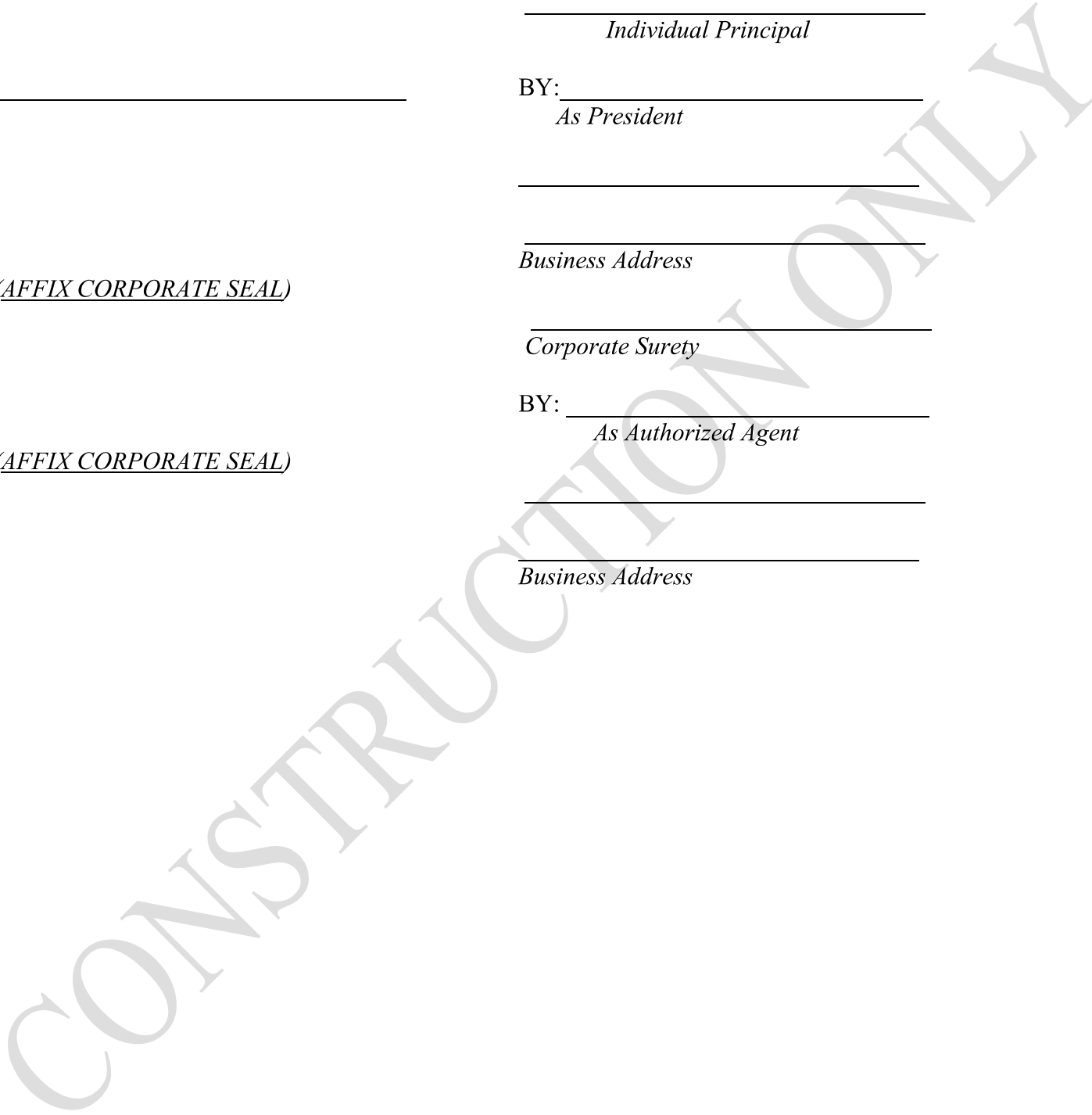
(AFFIX CORPORATE SEAL)

Corporate Surety

BY: _____
As Authorized Agent

(AFFIX CORPORATE SEAL)

Business Address



PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND

By this bond, we _____, as Principal and _____,

as Surety, are bound to the (BPC , herein called Owner, in the sum of \$ _____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally are liable.

THE CONDITION OF THIS BOND IS that is Principal:

1. Performs this contract dated _____, 2____, between Principal and Owner for the **Bay-19-001 / PARK CONSERVANCY, BLUE PAGODA LANDSCAPE P** the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract, and;
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1) Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, and;
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract, and;
4. Performs the guarantee of work and materials furnished under this contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond.

_____ DATED THIS _____ DAY
 By: _____ OF _____, 2_____
 Principal
 Title
 Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the

Form# 12 – Performance and Payment Bond

corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Signature line for notary public _____

Name of notary typed, printed, or stamped _____

Title or rank _____

Serial number if any _____

My Commission Expires: _____

DATED THIS _____ DAY

Surety

OF _____, 20____

By: _____
Attorney-in-Fact for Surety

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____ by

_____ (name and title of corporate officer) of _____ (name of

corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation.

He/she is personally known to me or has produced _____ (type of identification) as identification.

Signature line for notary public _____

Name of notary typed, printed, or stamped _____

Title or rank _____

Serial number if any _____

My Commission Expires: _____

Contractor/vendor is required to execute and deliver the original copy of this bond to the City of Sarasota and is required to record a copy of the bond in the Public Records of Sarasota County.

TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$				_____

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

My commission expires: _____

(serial number, if any)