

TOWN OF REDINGTON BEACH, FLORIDA

INVITATION TO BID No. 2019-01

FRIENDSHIP PARK IMPROVEMENTS

Missy Clarke, CMC
Town Clerk
R. Bruce McLaughlin, AICP, MCIP
Town Planner
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Town of Redington Beach Friendship Park Improvements Invitation to Bid, No. 2019-01

TOWN OF REDINGTON BEACH FRIENDSHIP PARK IMPROVEMENTS INVITATION TO BID No. 2019-01

Notice is hereby given that sealed bids will be received by the Town of Redington Beach Town Clerk in the Town Hall located at 105 164th Avenue, Redington Beach, Florida 33708, until 3:00 PM EST, on

Wednesday, January 29, 2020

Town of Redington Beach Florida Friendship Park Improvements

generally comprising the demolition of an existing pergola of approximately 12 feet by 15 feet, construction of a retaining wall, and repaying in the waterfront area and of the path from the parking lot, as set out in the accompanying plans and specifications.

Bids will be publicly opened and read aloud at 3:00 PM EST, on Wednesday, January 29, 2020, in the Town Hall.

The work to be performed is described in the Invitation to Bid Packet.

Contract Documents may be retrieved from the Town of Redington Beach website: https://townofredingtonbeach.com/invitation-to-bid.

Please contact Town Clerk Missy Clarke at (727) 391-3875 or townofredingtonbeach.com or Town Planner Bruce McLaughlin at (727) 244-7311 or BruceSandy@aol.com for further information.

A pre-bid conference will not be conducted.

No bid may be withdrawn for a period of sixty (60) days after the scheduled date for opening of bids.

The Town of Redington Beach reserves the right to reject any and all bids, and to waive any informalities or irregularities.

If you have a disability that requires any special materials, services, or assistance, please contact Missy Clarke at (727) 391-3875 so that the Town of Redington Beach may arrange for appropriate accommodations.

TABLE OF CONTENTS

INVITATION TO BID

INCLUSION OF INVITATION TO BID	1
TERMS	1
DATE AND RECEIPT OF BIDS	1
EXCEPTIONS TO BID	1
WITHDRAWAL OF BID	1
REJECTION OF BID	1
INCONSISTENCIES IN CONDITIONS	1
ADDENDA AND INTERPRETATIONS	1
DISQUALIFICATION OF BIDDER	2
QUALIFICATIONS OF BIDDER	2
BRAND NAMES OR EQUAL	2
ASSIGNMENT OF CONTRACTUAL RIGHTS	2
TAXES	3
TIES FOR LOWEST BID	3
FEDERAL, STATE, LOCAL LAWS	3
COLLUSION CLAUSE	3
INSTRUCTIONS TO BIDDERS	3
PREPARATION OF BID	3
MAILING, RECEIPT, OPENING AND VALIDITY OF BIDS	3
RETURN OF BID PACKAGE	4
OBLIGATION OF BIDDER	4
PROPOSAL FORM COMPLETION	4
PRICE DISCREPANCIES	5
BID SECURITY, RECEIPT AND RETURN POLICY	5
LIQUIDATED DAMAGES	5
TIME OF COMPLETION	5
SECURITY FOR FAITHFUL PERFORMANCE	5
POWER OF ATTORNEY	5
LAWS AND REGULATIONS	5
PUBLIC RECORDS LAW	6
TOWN'S RIGHT TO REJECT BIDS	6
AWARD OF BID TO LOWEST RESPONSIVE AND RESPONSIBLE BIDDER	6
ADDENDA TO INVITATION TO BID	7
COMPLETION OF PUBLIC ENTITY CRIME STATEMENT FORM	7
COMPLETION OF DRUG FREE WORKPLACE COMPLIANCE FORM	7
PROOF OF INSURANCE AND WORKERS COMPENSATION	7
REFERENCES	8

PUBLIC ENTITY CRIMES
DRUG FREE WORKPLACE
VERIFICATION OF DISPOSAL

INCLUSION OF INVITATION TO BID

The Invitation to Bid, as advertised, shall be considered an inclusion of the specifications and contract conditions.

TERMS

Companies submitting a response to this bid will be referred to herein as Bidder. The Town of Redington Beach will be referred to herein as Town, Owner and/or Town of Redington Beach

DATE AND RECEIPT OF BIDS

Responses are date stamped upon receipt, those received after the scheduled closing time will be immediately returned unopened to the bidder.

EXCEPTIONS TO BID

Bidders are required to list any exceptions to the conditions, specifications or terms of this bid on the Clarifications & Exceptions form provided. The Town reserves the right to accept or reject any or all clarifications and/or exceptions noted thereon. If no clarifications or exceptions are stated it is mutually understood that all general and specific conditions are accepted.

WITHDRAWAL OF BID

Bidders may request withdrawal of their sealed proposal prior to the scheduled bid opening time via written request to Missy Clarke, CMC, Town Clerk. After being opened in public at the designated time, bids are valid for 60 calendar days and may not be withdrawn during that time.

REJECTION OF BID

The Town reserves the right to reject any or all bids in whole or any part thereof for any reason deemed solely by the Town to be in its best interests.

INCONSISTENCIES IN CONDITIONS

In the event of inconsistencies between the general bidding provisions and other bid terms or conditions contained herein, the former will take precedence.

ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this Invitation to Bid, a written addendum will be posted on the page of the Town's website

https://townofredingtonbeach.com/invitation-to-bid/addenda, dedicated to this Invitation to Bid. Interpretations, corrections, and changes shall not be binding unless made by addendum. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at any pre-bid conference that may be held. All addenda issued shall become part of the contract documents. It is the Bidders' responsibility to ascertain that it has received all addenda issued for this solicitation. All addenda must be acknowledged on the Proposal Form within this bid.

DISQUALIFICATION OF BIDDER

Bidders in litigation with the Town will be disqualified from bidding. Bidders may be disqualified as non-responsive and rejection of proposals may be recommended to the Town for any of (but not limited to) the following causes:

- (1) Failure to use the Proposal Form furnished by the Town.
- (2) Lack of signature by an authorized representative on the Proposal Form.
- (3) Failure to properly complete the Proposal Form; or to provide requested data or information.
- (4) Evidence of collusion among proposers.
- (5) Unauthorized alteration of the bid forms. The Town reserves the right to waive any minor informality or irregularity.
- (6) Lack of responsibility as shown by past work from the standpoint of quality, progress, and financial ability.

QUALIFICATIONS OF BIDDER

The Town may make such investigations as it deems necessary to determine the ability of the Bidder to fulfill the bid obligation. The Town reserves the right to reject any bid if information submitted by, or investigation of, such Bidder fails to satisfy the Owner that the Bidder is responsible and otherwise properly qualified to carry out the obligations of the bid and/or contract.

BRAND NAMES OR EQUAL

Whenever in this invitation any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording is intended to facilitate description of the material, process and/or equipment desired and will be deemed to be followed by the words, "or equivalent."

Proof satisfactory to the Town must be provided by the bidder to show that the alternative product is, in fact, equal to the product required in the Specifications. Complete technical data and brochures necessary for proper evaluation of such product shall be submitted with the proposal. The Town has sole discretion to make the determination as to whether the alternative product is, in fact, equal to the product required in the specifications. Such decision is final. No substitution will be considered after contract award unless specifically allowed by the contract documents.

ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, interest in or to the same or any part thereof, without previous written consent of the Town and any sureties.

TAXES

The Town is exempt from all State Retail Tax and Federal Excise Tax. The price/bid must be net, exclusive of taxes.

TIES FOR LOWEST BID

Should there be a tie for the lowest responsive and responsible bid, normally quickest delivery or completion time will be used to break the tie. If such also results in a tie, or cannot be discerned as a tie-breaker, the Town Clerk may advise the lowest bidders of the situation in writing, and then allow them to submit revisions within 72 hours, as determined by the Clerk. In such event e-mail revisions may be accepted which do not exceed their original price or term. If a tie still remains, a coin toss may be used.

FEDERAL, STATE, LOCAL LAWS

All bidders shall comply with all Federal, State and local laws relative to conducting business in Pinellas County and the Town of Redington Beach including, but not limited to, licensing, labor and health laws. The laws of the State of Florida will govern as to the interpretation, validity, and effect of this bid, its award and any resulting contract.

COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and/or prospective bidders acting to illegally restrain freedom of competition by agreement to bid fixed prices, or otherwise, will render their offers void. Advanced disclosures of any information to any bidder which gives him any advantage over any other interested bidder in advance of the bid opening, whether in response to advertising or an informal request for bids made or permitted by a member of the Town Commission or any employee or representative thereof, will void all aspects of that bid solicitation.

INSTRUCTIONS TO BIDDERS

PREPARATION OF BID

Each bidder shall submit their bid on the Proposal Form enclosed herewith. The bidder shall sign the Proposal Form and provide all information requested thereon, except if otherwise stated within this Bid Package. Proposals having any omissions, alterations of form, additions not provided for or conditional bid or irregularities of any kind may constitute the basis for rejection of the bid at the Town's sole discretion. No changes in phraseology of forms will be allowed and any such occurrence will result in rejection of the proposal.

MAILING, RECEIPT, OPENING AND VALIDITY OF BIDS

Proposals shall be submitted in a sealed envelope, so marked as to indicate the contents without being opened. ALL BIDS MUST BE SEALED & DELIVERED OR MAILED TO:

Town of Redington Beach 105 164th Avenue Redington Beach, Fl 33708 Attention Missy Clarke, CMC

Proposals will be opened in the Town Hall Commission Chambers, 105 164th Avenue, Redington Beach, FL 33708, and read aloud on the date and time specified in the Invitation to Bid notice. Bidders and/or representatives are invited to attend.

Bids received after the scheduled opening time are ineligible for consideration and will be immediately returned to the bidder. Bids are valid and may not be withdrawn for a period of 60 calendar days after opening.

RETURN OF BID PACKAGE

Bidders shall use and return only the forms of information requested. Any substitution of the provided forms to be returned shall constitute grounds for rejection of their bid. One original and one copy must be submitted on or before the submittal deadline.

SUBMITTAL DEADLINE: 3.00 p.m., Wednesday, January 29, 2020

Please label sealed envelope: BID No. 2019-01, Friendship Park Improvements,. The bidder has the sole responsibility to have the response received by the Town of Redington Beach at its address and by the submittal deadline. Please note the Town is not responsible or liable for the U.S. Postal Service or any other type of private postal or parcel carrier.

OBLIGATION OF BIDDER

At the time of bid opening, bidders will be presumed to have read and be thoroughly familiar with all aspects of the Invitation to Bid and the local conditions and to have visited or inspected the project site, if applicable. Failure or omission of any bidder to examine any form, instrument condition, or document or to have visited or inspected the project site shall in no way relieve it of any obligation to enter into a contract and provide delivery in strict accordance with this Bid Invitation, nor shall such failure or omission constitute the basis for an adjustment in contract price. Bidder has correlated its personal observations with the requirements of the proposed contract documents.

PROPOSAL FORM COMPLETION

Bidder must use the enclosed Proposal Form. All items must be completed. The Town reserves the right to award the project as deemed in the best interest of the Town. Each space on the Proposal Form must be completed, as requested, with no alternatives presented, except as specifically provided for. The Proposal Form shall be typed or written legibly by pen and must be signed by an authorized representative.

PRICE DISCREPANCIES

In the event there are unit price items in a proposal schedule and the amount indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of the prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Bidder will be bound by said corrections.

BID SECURITY, RECEIPT AND RETURN POLICY

No bid bonds are required for this bid invitation.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

N/A

TIME OF COMPLETION

Bidder agrees that time is of the essence in connection with performance, delivery, and/or the services of this contract.

SECURITY FOR FAITHFUL PERFORMANCE (BONDING REQUIREMENTS)

Bidders are advised that payment and performance bonds with a surety acceptable to the Town shall be provided to the Town, if requested, upon receipt of a signed contract or purchase order for faithful delivery or performance of items or services as stated in this Bid Invitation. Performance bonds shall include provisions for the Town's delay or liquidated damaged.

The successful Bidder shall furnish within ten (10) consecutive calendar days after written notice of award, a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

POWER OF ATTORNEY

The Attorney-in-fact who signs bid bonds or contract bonds shall file with each bond a certified and effectively dated copy of his Power of Attorney.

LAWS AND REGULATIONS

All applicable Federal, State and local laws, ordinances, regulations and rules of all authorities having jurisdiction over construction of this project shall apply to the contract throughout. Such Federal, State and local laws, ordinances, regulations and rules shall be deemed to be included in the contract the same as though herein written out in full.

PUBLIC RECORDS LAW

Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:

CONTRACTOR, or provider of services hereunder, shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the CONTRACTOR in conjunction with this Contract. Specifically, the CONTRACTOR must:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the services being performed by the CONTRACTOR.
- (2) Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (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.
- (4) Meet all requirements for retaining public records and transfer at no cost to the Town for 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 Town in a format that is compatible with the information technology systems of the Town.

The CONTRACTOR shall promptly provide the Town with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the Town a copy of the CONTRACTOR; s response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by the Town.

TOWN'S RIGHT TO REJECT BIDS

The Owner reserves the right to reject all proposals, to reject any single proposal failing to comply with the terms and conditions of the bids forms, and to waive irregularities and informalities. No bid shall be considered that fails to comply with the conditions, terms, or minimum specifications as stated in the bid forms or procedures for submittal of bids as authorized in the official advertisement notice and/or other documents pertaining to the bid as authorized by the Town.

AWARD OF BID TO LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

Subject to the Town's right to reject bids, and if the bid is reasonably the lowest responsive and responsible, a recommendation for award to bidder will be made by Town Staff to the Town Commission. A contract will only be entered into with responsible bidders, qualified by experience and financial ability to do the work and/or supply service or materials.

ADDENDA TO INVITATION TO BID

Addenda to this Invitation to Bid shall be posted on the dedicated page of the Town's website: https://townofredingtonbeach.com/invitation-to-bid/addenda. Addenda issued by the Town prior to the bid opening shall be binding as if initially written into the Bid Invitation or Specifications. Bidders shall acknowledge retrieval of the addenda in writing as indicated on the Proposal Form. No verbal representation of the Town, its employees, or agents shall be binding and bidders shall not rely upon any representations other than the posted addenda.

COMPLETION OF PUBLIC ENTITY CRIME STATEMENT FORM

Bidders shall execute the attached Form PUR.7068, SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES, including proper checks in the spaces provided and enclose it with the Proposal Form. Corrections to the form will not be allowed after the proposal is received and/or opened.

This form must be included with the bid at the time of bid opening. If not then attached, the Town will consider granting the bidder an additional three (3) business days following the bid open date to provide the PUBLIC ENTITY CRIME STATEMENT Form, otherwise the proposal will be rejected.

COMPLETION OF DRUG FREE WORKPLACE COMPLIANCE FORM

Bidders must complete and return with their Proposal Form the attached Drug Free Workplace Compliance Form, pursuant to section 287.087, Florida Statutes.

PROOF OF INSURANCE AND WORKERS COMPENSATION

The successful Bidder selected for the project will be required to procure and maintain during the life of the Contract with the Town of Redington Beach, Florida insurance of the type and in the minimum amounts listed below:

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•	(1)	Commercial	Cicherai	- 1	лаги	II.V

a.	General Aggregate	\$1,000,000
b.	Products and Completed Operations Aggregate	\$1,000,000
c.	Personal and Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$50,000
f.	Medical Expense (any one person)	\$5,000

(2) Automobile Liability

a Any Automobile-Combined bodily injury/property damage, with minimum limits for all additional coverage as required by Florida law

(3) Workers Compensation/Employers Liability

a. Workers Compensation

statutory limits

\$1,000,000

b. Employers Liability

I.	Each Accident	\$100,000
ii	Disease-Policy	\$500,000
iii	Disease-Each Employee	\$100,000

(4) Professional Liability

a. When required by contract-per occurrence

\$1,000,000

REFERENCES

Bidders should include on the included "References" sheet, at least three (3) references for whom similar services have been provided.

ADDITIONAL INFORMATION OR QUESTIONS

Requests for additional information or questions concerning aspects of this Bid Invitation are to be directed by e-mail to the Town Clerk: townclerk@townofredingtonbeach.com Answers will be posted on the Town's website on the page

https://townofredingtonbeach.com/invitation-to-bid/addenda dedicated to this Invitation to Bid. All bidders are required to check https://townofredingtonbeach.com/invitation-to-bid/addenda prior to submitting their bid packages. No requests for additional information or questions concerning aspects of this Bid Invitation will be accepted after January 21, 2020.

SPECIAL INSTRUCTIONS

PRE-BID MEETING:

N/A

DESIGNATED REPRESENTATIVES

The Contractor shall contact R. Bruce McLaughlin, Town Planner, as the Town's designated representative. The Contractor shall similarly designate a representative and advise the Town of the individual and his/her contact information.

TERM OF CONTRACT

Bid Specifications and documents including the Bid Invitation, General Bidding Provisions and Proposal shall be considered a part of the contract and the Bidder, by affixing his signature to the Proposal, agrees to conform to all provisions and conditions of the Contract, except where otherwise stated on the sheet attached for "Clarifications and Exceptions."

PAYMENT

The Bidder agrees to submit one invoice for the work within seven calendar days of the completion of the project. Bidder agrees to accept payment within 30 days after the completion of the work. To ensure timely payment, the invoice must be accompanied by a properly executed Verification of Disposal Form, found within these bidding documents, showing the type, quantity and location of all material removed from the site.

The Verification of Disposal Form must contain the requested information and is to be signed by the Contractor's designated representative. Information being requested includes: date, disposal site, any person(s) receiving the waste, and a signature, etc. Payment will not be released until this form is completed, signed and returned to the Town.

BID EVALUATION AND BASIS OF AWARD

All bids will be evaluated on the following basis:

- (1) Conformance with the terms of the bid documents
- (2) Bid Price
- (3) Specification Compliance
- (4) Experience in providing this type of work.
- (5) Information provided on the Public Entity Crime Form.
- (6) Information provided on the Drug Free Workplace Form.
- (7) Time for completion of the project.
- (8) Bidder responsiveness and responsibility.

WORK HOURS

Work shall pe performed only on the days and at the times permitted by the Town Code.

SUBCONTRACTING

There shall be no subcontracting by the Contractor. Any contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or transferred to any other Contractor without prior written approval by the Town Commission otherwise it will be justification to cancel the contract.

PERMITS

The Town will furnish all required permits.

INSPECTION

The Town shall make any and all inspections to assure conformance with the conditions of the Contract. If, upon inspection, nonconformance is found, the Contractor shall promptly make all corrections needed to conform.

EQUIPMENT/TOOLS OF THE TRADE

Contractors shall provide, at Contractor's expense, all tools of the trade and equipment necessary to perform the work to the Town of Redington Beach specifications.

WASTE REMOVAL

All debris produced under this contract shall be removed from the job site by the Contractor the same day it is produced, unless specific alternative arrangements are made with the Owner. A completed Verification of Disposal form must be submitted with invoice to receive payment.

SITE RESTORATION

Inspections of work areas will be done by the Town after work completion to assure conformance with the conditions of the Contract. Contractor shall be responsible for and will be notified by the Town of all damage associated with the performance of the contract.

RESPONSIBILITY FOR DAMAGE

The Contractor shall save and hold harmless the Town against all liability from damage to property or injury or death of any persons arising from or in any way connected with the work being performed pursuant to this Contract. The Contractor shall reimburse the Town for any costs the Town may experience in defending any litigation involving the Contractor.

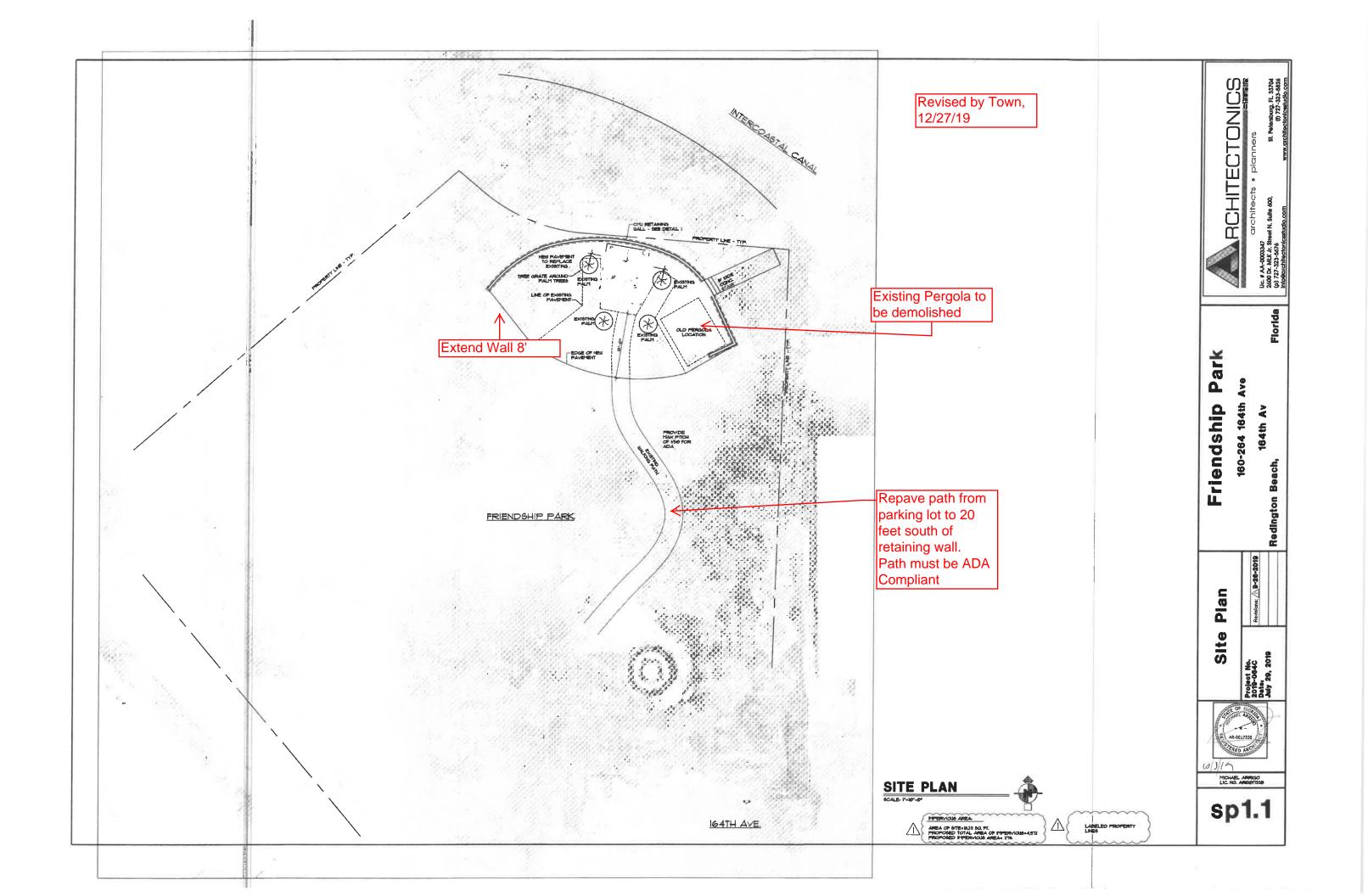
In the event of any liability arising from the joint negligence of the Town and the Contractor each shall be liable to the other and for any damages to third party in proportion to its legally determined relative degree of fault. The Town's total liability, however, shall not exceed, under circumstances, the limits of liability as set forth in Florida Statutes limiting municipalities' tort liability.

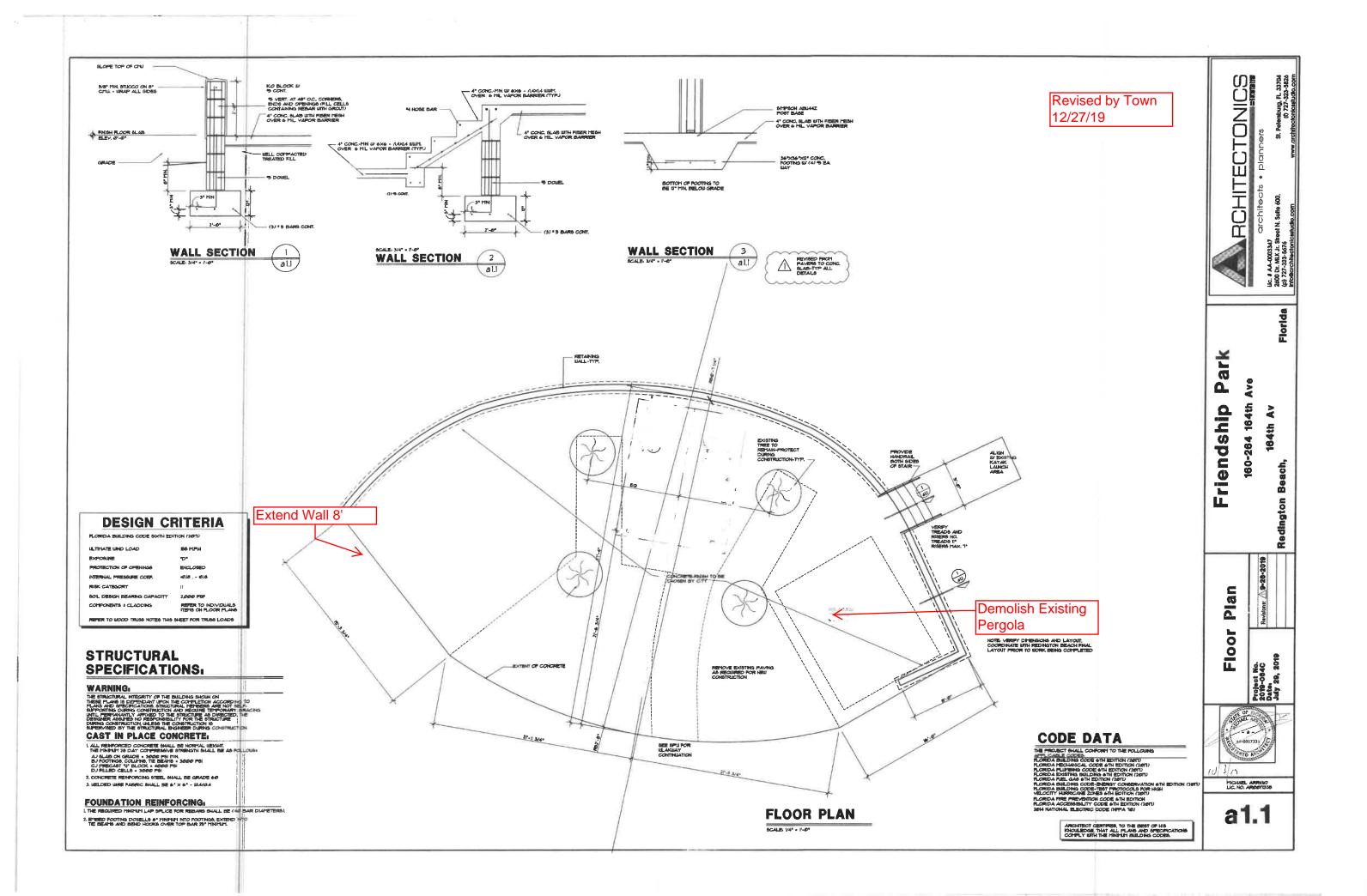
RESPONSIBILITIES OF THE CONTRACTOR

- (1) The Contractor shall provide supervision to insure high quality workmanship and continuous productivity.
- (2) The Contractor shall check all damage claims resulting from its operations and will be responsible for the damaged property.
- (3) The Contractor shall report immediately all claims to the Project Manager or his designee.

SAFETY

All safety precautions by state or federal law for personnel and the public shall be observed. The Contractor shall use approved safety methods in all work performances to protect employees and other persons. All Florida Department of Transportation work area protection rules and regulations shall be observed.





TOWN OF REDINGTON BEACH PROPOSAL FORM BID NO. 2019-01 – FRIENDSHIP PARK IMPROVEMENTS

Town's Designated Representative (regarding this Bid Package): R. Bruce McLaughlin, AICP, MCIP, Town Planner, ((727) 244-7311, BruceSandy@aol.com.)

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Town of Redington Beach, and that the Bid is made without any connection or collusion with any person submitting another Bid for the requested item(s).

Bidder declares and accepts the responsibility for providing the Town with all relevant documentation or information to afford the evaluation of its proposal. Further, Bidder understands and accepts that the Town reserves the right to base its analysis and award recommendation solely upon the information provided by the Bidder at the time of the bid opening. Additional request for explanations or information shall not be made unless the Town deems that such requirements are necessary to facilitate in the evaluation and/or selection of the lowest responsive and responsible bid.

Bidder declares that any deviations are explained on the sheet labeled "Clarifications and Exceptions," enclosed within this bid package.

BIDDER:	
ADDRESS:	
Contractor License Number:	
(Name) (Title) (Phone Number) Bidder's Representative (authorized to bin specifications, and proposed prices of the	d the Bidder and/or Business/Company to the term bid):
	BID
TOTAL PROJECT PRICE	\$
Pergola Demolition	\$

Walls	\$
Paving	\$
Mobilization	\$
Other Project Costs (detail)	
	\$
	\$
	\$
	\$
	\$
TIME FOR COMPLETION: cale	ndar days from award of bid.
	•
visited the Town's website's bid page, add https://townofredingtonbeach.com/invitati and all addenda posted thereto.	on-to-bid/addenda, and that this bid is based on any
ARE NOT SUBJECT TO PRICE ADJUS	A PERIOD OF 60 DAYS AFTER BID OPENING AND TMENT. BIDDERS RESPONDING AGREE TO AND TERMS AS DESCRIBED IN THE BID
Bidder's Signature:	
	Date
(Bidders are encouraged so submit relevan	nt promotional material regarding their business entity.)

TOWN OF REDINGTON BEACH PROPOSAL FORM BID NO. 2019-01 – FRIENDSHIP PARK IMPROVEMENTS

CLARIFICATIONS AND EXCEPTIONS

Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this bid unless deviations from them are clearly indic this form below. An authorized representative must sign the Clarifications and Exception An explanation must be made for each item in which an exception is taken, giving in deta extent of the exception and the reason for which it is taken.	s Form

REFERENCES

d/or services within to n of Redington Beach deem appropriate re- lism, integrity, reputa aplete candor in prov	the past year similar to those had may contact the listed reference to our company's an ation, competency and chartiding such information to the	d its representatives ges. We encourage these
Address	Phone No.	Contact Person
or similar organization	on) in which we are a mem	ber in good standing. The
	d/or services within of of Redington Beach deem appropriate relism, integrity, reputable to a control of our properties. Address dresses, phone numbor similar organization	ent/customer references for whom

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), <u>FLORIDA</u> 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
	(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
	and (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:)
2.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida
	Statutes made a violation of any state on federal law by a magen with man at the and

- 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 business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as described in paragraph 287.133(1)(a), Florida Statute, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or b. 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 officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an 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 for fair market value under an arm's length agreement, shall be a prima 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 preceding 36 months shall be considered affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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 into 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 an entity.
 - d. Based on information and belief, the statement which I have marked below is true in

relation to the entity submitting the applies:	is sworn statement.	Indicate which statement	
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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, members, or agents who are active in the 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. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and 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)			
YEAR IN WHICH IT IS FILED. I ALSO UNI PUBLIC ENTITY PRIOR TO ENTERING IN AMOUNT PROVIDED IN SECTION 287.017, CHANGE IN THE INFORMATION CONTAI	DERSTAND THAT I A TO A CONTRACT IN <u>FLORIDA STATUTI</u>	AM REQUIRED TO INFORM THE NEXCESS OF THE THRESHOLD ES FOR CATEGORY TWO OF ANY	
	$\overline{\mathbf{S}}$	ignature	
Sworn to and subscribed before me this	day of	, 20	
Personally know:	Title:		
OR produced identification	OR produced identification Notary Public –State of		
(Type of identification)	My commission e	xpires	

Printed typed or stamped commissioned name of notary public

DRUG-FREE WORKPLACE COMPLIANCE FORM

In order to have a drug-fa	ree workplace program, a business shall abide as follows:
The undersigned vendor/	contractor in accordance with Florida Statue 287.087 hereby certifies
that	(name of business) does:

- 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 company'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 or 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 item 1, above.
 - 4. In the statement specified in item 1, notify the employees that as a condition of working on the commodities or contractual services which 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 1893 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, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
 - 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the	ne statement, I certify that,	
	(name of business), fully complies/does not comply with t	the
above requirements.		
Vendor/Contractor Signature		Date

TOWN OF REDINGTON BEACH BID NO. 2019-01 – FRIENDSHIP PARK IMPROVEMENTS WASTE DISPOSAL VERIFICATION FORM

The undersigned, as the authorized representative of		
	_	, the contractor undertaking the Friendship Park
Improvements pursuant to Town of Redington Beach Invitation to Bid 2019-01 DECLARES UNDER PENALTY OF PERJURY OF THE LAWS OF THE UNITED STATES that		
has been removed from	m the site and deposit	ted at
		_
Signature	Date	