

**INVITATION TO BID
FOR
PURCHASE AND DELIVERY OF RECREATION EQUIPMENT -
PICKLEBALLS**

BID #20B-005



Issued By:

Village Community Development Districts
Purchasing Department
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Date of Issue: **January 13, 2020**
Due Date / Time: **January 29, 2020 at 3:00 PM**

CALENDAR OF EVENTS / BID TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Department. If the Purchasing Department finds it necessary to change any of these dates or times prior to the Bid due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue BID	January 13, 2020
Pre-Bid Conference	NOT APPLICABLE TO THIS BID
Last Day for Questions	January 24, 2020 by 4:00 p.m.
Bids Due	January 29, 2020 by 3:00 p.m.
Public Opening	January 29, 2020 at 3:15 p.m. Purchasing Office Coggins Conference Room 940 Lake Shore Drive, Suite 200 The Villages, FL 32162
District Board Approval	*Next Regularly Scheduled Meeting after all Pertinent Forms and Documents are Complete and Ready for Board Review/Approval

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BID CHECKLIST

This standardized check list has been provided to assist the Bidder with the submission of their Bid package. This check list cannot be construed as identifying all required submittal documents for this project. Bidders remain responsible for reading the entire Bid document to insure that they are in compliance. Bids may be considered subject to rejection if, in the sole opinion of the District, there is a serious omission, unauthorized alteration of form, an unauthorized alternate Bid, incomplete or unbalanced unit price, or irregularities of any kind. The District may reject as non-responsive, any or all Bids where Bidders fail to acknowledge receipt of Addenda as prescribed.

- Bid Cover Page – all information completed and signed
- Bid Form(s) – submitted in correct format, accurate calculations, and signed
- Exceptions / Deviations Page – signed and/or information completed
- Bidder's Certification – Addenda acknowledged and form signed
- Statement of Terms and Conditions – signed
- Drug Free Workplace Certificate – signed and notarized
- Anti-Collusion Statement– completed and signed
- References and Similar Projects Form – list five (5) references of similar size and scope
- W-9 – completed and signed
- Required Number of Copies (1 Original and 1 Copy = 2 Total) &1 electronic copy on a new CD or USB flash drive.

This checklist shall not be construed as a complete list. Vendor is responsible to ensure all requirements of the solicitation are completed.

**PART 1
GENERAL INFORMATION**

INVITATION TO BID

The Village Community Development Districts are requesting bids to furnish and deliver pickleballs on a routine basis to one destination. Sealed bids will be received by the Purchasing Department located at 940 Lake Shore Drive, Suite 200, The Villages, Florida 32162, until 3:00 pm, January 29, 2020 for: "BID #20B-005 for Purchase and Delivery of Recreation Equipment - Pickleballs". All timely received Bids shall be read aloud promptly at 3:15pm in the Conference Room located at 940 Lake Shore Drive, Suite 200, The Villages, FL 32162. Bidders shall take careful notice of the following conditions of this Invitation to Bid:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace bids at any time until the deadline for submission of bids.
- All questions received by 4:00 pm on January 24, 2020 will be considered. Questions will not be answered over the phone. Questions must be in writing and faxed to (352) 751-6715, attention: Kathy Godfrey or sent via e-mail to kathleen.godfrey@districtgov.org.

MINIMUM REQUIREMENTS (NOT APPLICABLE TO THIS BID)

- 1) Florida Licensed Certified Irrigation Contractor with minimum of 5 years of experience with similar work. (include with bid submittal)
- 2) Must have completed three (3) projects of similar size and requirements within the last 3-5 years.

PRE-BID CONFERENCE (NOT APPLICABLE TO THIS BID)

A pre-bid conference will be held on XXXXXXXXXXXXXXXXXXXXXXXX at 9:00 a.m. Interested Contractors are to meet at the District Purchasing Office located at 940 Lake Shore Drive, Suite 200, The Villages, FL 32162. The conference is not mandatory; however, Contractors are strongly encouraged to attend the pre-bid conference for a clear understanding of the project. For directions, please contact Kathy Godfrey at 352-751-6700.

FORMS & SPECIFICATIONS

Submitters are required to use the official "BID FORMS", and all attachments itemized herein are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the BID FORMS and explained in detail on the EXCEPTION / DEVIATION FORM.

HOW TO SUBMIT A BID

One complete bid form set (1 original plus 1 copy & 1 electronic copy on a new CD or USB flash drive) with all required documents as itemized and included herein is to be submitted in a sealed envelope, on the outside of which shall be prominently marked with the following identification "BID #20B-005 for Purchase and Delivery of Recreation Equipment - Pickleballs" together with the name and address of the submitter. The BID should be neat, professional in appearance and bound appropriately for the document's thickness however, DO NOT use 3-ring binders if possible. The original document shall have original signatures and clearly noted with *ORIGINAL* on the cover. All bids shall be mailed or hand delivered to the Purchasing Department at the address given, by the date and time set forth herein.

BIDDER RESPONSIBILITY

Submitters are fully and completely responsible for the labeling, identification and delivery of their bids. The Purchasing Department will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed bid identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently

marked with the sealed bid identification, may be inadvertently opened upon receipt, thereby invalidating such bids and excluded from the official bid opening process.

- Invitation by the Village Community Development Districts to Bidders is based on the recipient's specific request and application to www.demandstar.com, www.districtgov.org, or as the result of response by the public to the legal advertisements required by State and District law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.
- 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/agreement to provide any goods or services to a public entity, may not submit a bid on a contract/agreement 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/agreement 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.
- Bids that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the District.
- Any Bidder who submits a no-bid response shall submit the no-bid response in an envelope marked on the outside of the mailing envelope, together with the required bid identification number.

BID DOCUMENTS REQUIRED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

- Bid Cover Page. This is to be used as the first page of the bid. This form must be fully completed and signed by an authorized officer of the Bidder.
- Bid Form(s)
- Exceptions or Deviations to Specifications Form
- Bidder Certification / Addenda Acknowledgement Form
- General Terms and Conditions Statement
- A sworn, notarized Drug Free Work Place Certificate
- References and Similar Projects Form
- W-9
- Anti-Collusion Statement
- Required Number of Copies (1 Original + 1 Copy = 2 Total) & 1 electronic copy on a new CD or USB flash drive.
- Any Other Applicable Documentation

This list shall not be construed as a complete listing of required documents. It remains the Contractor's responsibility to ensure all requirements of their bid submittal are met.

EXAMINATION OF BID DOCUMENTS

- Each Bidder shall carefully examine the Drawings and/or Specifications and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Agreement. Ignorance on the part of the Bidder will in no way relieve him/her of the obligations and responsibilities assumed under the Agreement.

- Should a Bidder find discrepancies or ambiguities in, or omissions from the Drawings and/or Specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the Purchasing Department, in writing.

INSURANCE REQUIREMENTS

A Certificate of Insurance will be furnished by the successful vendor upon Notice of Award. The certificate(s) shall be completed by the vendor's authorized agent and submitted to the District's Purchasing Department. The successful vendor shall not commence any work in connection with the Bid until it has obtained all of the following types of insurance and shall maintain such insurance as will protect him/her from claims which may arise out of or result from the vendor's operations under the terms and conditions of the BID. The District shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or sub-consultant providing such insurance.

- **General Liability.** Vendor shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the vendor, sub-consultants and sub-vendor from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. District(s) shall be named as Additional Insured.
- **Automobile Liability Insurance** covering all automobiles and trucks the vendor may use in connection with this BID. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.
- **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability or automobile insurance coverage limits.
- **Waiver of Subrogation:** By entering into any contract as a result of this BID, vendor agrees to a Waiver of Subrogation for each policy required above.
- **General Aggregate Limit.** The general aggregate limit shall apply per project.
- **Workers' Compensation Insurance**, as required by the State of Florida. Vendor and any sub-consultants or sub-vendors shall comply fully with the Florida Worker's Compensation Law. Vendor must provide certificate of insurance showing Worker's Compensation coverage.
- **Certificate(s) shall be dated and show:**
 - The name of the insured vendor, the specified job by name and/or BID number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - Statement that the insurer will mail notice to the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - Subrogation of Waiver clause.
 - The Village Community Development Districts and any other governmental agencies using this agreement in cooperation with the District shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
 - The vendor shall require of each its sub-consultants and/or sub-vendors to procure and maintain during the life of its sub-contract, insurance of the type specified above or insure the activities of its sub-consultants and/or sub-vendors in its policy as described above.
 - All insurance policies shall be written on companies authorized to do business in the State of Florida.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any Bidder as to the meaning of the Bid/Agreement Documents. Any inquiry or request for interpretation received by the Purchasing Department before 4:00 pm on January 24, 2020, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Bid Conference (if applicable) and uploaded to www.demandstar.com and www.districtgov.org. Each Bidder shall acknowledge receipt of such addenda in the space provided on the Bidder's Certification Form.
- In case any Bidder fails to acknowledge receipt of such addenda or addendum, his/her bid will nevertheless be construed as though it had been received and acknowledged and the submission of his/her bid will constitute acknowledgment of the receipt of same. All addenda are a part of the Bid Documents and each Bidder will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Bidder to verify that he/she has received all addenda issued before bids are opened.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid/Agreement are to be considered as approximate only and are to be used solely for the comparison of bids received. The District and its Consultants do 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 or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other bid documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

ALTERNATES (NOT APPLICABLE TO THIS BID)

When certain items of equipment and/or materials are specified and/or described as the product of a particular manufacturer together with any required additional information such as model number, size or catalog number, only such specific items may be used in preparing the bid, except as hereinafter provided.

CHANGES / MODIFICATIONS

The Village Community Development Districts reserve the right to order changes in the scope of work and resulting agreement. The successful Bidder has the right to request an equitable price adjustment in cases where modifications to the Agreement under the authority of this clause result in increased costs to the Bidder. Price adjustments will be based on the unit prices proposed by the Bidder in response to this solicitation. Any agreement resulting from this solicitation may be modified upon written and mutual consent of both parties.

GOVERNING LAWS AND REGULATIONS

The Bidder is required to be familiar with and shall be responsible for complying with the District's Purchasing Policies and Procedures, District resolutions, District rules, all federal, state and local laws, ordinances, rules and professional standards or regulations that in any manner affect this solicitation, the selection process, protests, award of agreement, agreement management or any other activity associated with this solicitation and the subsequent work required of the successful Proposer.

BLACK OUT PERIOD

In accordance with Florida Statute 287.057(23), any Contractor intending to respond to this Solicitation or persons acting on their behalf may not contact, between the Issue Date of the Solicitation and the end of the 72-hour period following the agency posting the Notice of Intent to Award, excluding Saturdays, Sundays, and state holidays, any District Staff, Board Supervisors or District Consultants concerning any aspect of this Solicitation, except in writing to the District Purchasing Staff. Violation of this provision may be grounds for rejecting a response.

During this blackout period, any attempt to influence the thinking of District Staff, Board Supervisors or District Consultants for or against a specific cause related to a Solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, may result in disqualification of their award and/or contract. This does not apply to Pre-Solicitation

Conferences, oral presentations before the Selection Committee, contract negotiations, or communications with District Staff, Board Supervisors or District Consultants not concerning this Solicitation.

PROVIDING BID BOND (NOT APPLICABLE TO THIS BID)

Interested Contractors shall provide a bid bond in the amount of 5% of the total annual bid amount submitted. The Bid Bond shall remain in effect for the 90 days immediately following the bid opening date or upon execution of an Agreement by all parties, whichever occurs first.

PROVIDING PERFORMANCE BOND (NOT APPLICABLE TO THIS BID)

The Village Center Community Development District **is requiring** all Bidders to provide proof of the ability to obtain a performance bond in an amount equal to 100% of the total amount bid for this ITB. Upon award the successful bidder shall provide a Performance Bond, in the form of a Certified Bond, from an established Bonding Agency licensed to do business in the State of Florida. "Performance Bond" means a bond of a Contractor in which a surety guarantees to the District that the work/services will be performed in accordance with the Contract documents. "Surety" means an organization which, for a consideration, promises in writing to make good the debt or default of another. The surety must hold a certificate of authority as an acceptable surety on federal bonds as published in the current Circular 570, U.S. Department of the Treasury, and the Federal Register effective July 1, annually, as amended.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the District, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the District of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The Village Community Development Districts are special purpose governmental agencies under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PAYMENTS

Payments shall be made pursuant to Section 218.70, Florida Statutes, the Prompt Payment Act, and all District policies promulgated thereby.

Payments may be made to the Contractor upon Contractor's application for all services or work completed or materials furnished in accordance with the Agreement. The District will promptly inspect the work and review the application for processing and payment. Payment will be made upon approval and acceptance by the District.

The Contractor shall be assessed liquidated damages in the amount of \$250.00 per day for every day the project is incomplete after the project completion deadline, barring unforeseen circumstances as approved by the District.

PERMITS / LICENSES / FEES (NOT APPLICABLE TO THIS BID)

Any permits, licenses or fees required will be the responsibility of the Bidder.

PROTECTION OF RESIDENT WORKERS

The Village Community Development Districts actively support the Immigration and Nationality Act of 1952 (INA) and the Immigration Reform and Control Act of 1986 (IRCA), which includes provisions

addressing employment eligibility, employment verification, and nondiscrimination and the State of Florida Executive Order Number 11-116 stating contractors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: all persons employed during the contract term by the

Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the District. (<http://www.uscis.gov/e-verify>) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this contract with the District.

All Service contractors and /or vendors who wish to contract with the District to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government of its departments or agencies) to verify the work authorization status of all newly hired employees employed by the contractors and/or vendors. Breach of this term or conditions is considered a material breach of the agreement.

Participation in the E-Verify program will only be required of the awarded contractor. To certify participation in the program, awarded contractor, and any subcontractors to the contractor, will be required to sign an E-Verify Contractor/Subcontractor Affidavit (see Part 5: Exhibits for sample affidavits).

For more information and to register visit <https://e-verify.uscis.gov/enroll/>.

VILLAGE COMMUNITY DEVELOPMENT DISTRICTS

The Village Center Community Development District, Sumter Landing Community Development District, North Sumter County Utility Dependent District, Brownwood Community Development District and Village Community Development Districts 1-13 are local units of special-purpose government and reserve the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select low bid per item, and reserve the right to award bids and/or contracts in the best interest of the Districts.

REFERENCE TERMS

Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the "District" or the "Village Community Development Districts" shall be construed to refer to the specific District or Districts for which the solicitation was issued and those District(s) shall be the legislative authority for all matters concerning this solicitation or the resulting contract(s).

RIGHT TO AUDIT RECORDS

The Districts shall be entitled to audit the books and records of the Bidder or any sub-contractor to the extent that such books and records relate to the performance of the Contract or any sub-contract to the Contract. Such books and records shall be maintained by the Bidder for a period of three (3) years from the date of final payment under the Contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

ADDITIONAL TERMS AND CONDITIONS

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 inapplicable to this bid. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the Bidder's authorized signature affixed to the bid attests to this.

PROPRIETARY INFORMATION

Responses to this Invitation to Bid, upon receipt by the District, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Record Law. If any Bidder believes that any portion of all of the response is confidential and proprietary, Bidder shall clearly assert such exception and the specific legal authority of the asserted exemption. All materials that qualify for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION", with the firm's name and the bid number marked on the outside. Such designation of an item as a trade secret may be challenged in court by any person. By the Bidder's designation of material submitted to the District as a "trade secret", the Bidder agrees to hold harmless the District for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District by reason of any legal action challenging the Bidder's "trade secret" claim.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

The Bidder by submitting a bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this bid for the same prices and/or terms being bid. The successful Bidder has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Bidder's approval. Without the Bidder's approval, the seeking agency cannot Piggy-Back.

**PART 2
BID SUBMITTAL**

An original and one (1) copy (for a total of 2) and 1 electronic copy on a new CD or USB flash drive of each bid shall be submitted in a sealed envelope, prominently marked on the outside with the words, "BID #20B-005 Purchase and Delivery of Recreation Equipment - Pickleballs". Bids submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, "BID #20B-005 Purchase and Delivery of Recreation Equipment - Pickleballs" and the contents sealed as required.

- Deadline for Submissions in response to this Invitation to Bid: Bids must be received no later than 3:00 pm, January 29, 2020. Bids submitted by FAX or other electronic media will not be accepted under any circumstances. Late bids will not be accepted, and will be returned, unopened, to the Bidder, at the Bidder's expense.
- Any 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 to a Solicitation to provide any goods or services to a public entity, may not submit a response to a Solicitation with a public entity for the construction or repair of any public building or public work, may not submit responses on leases of real property to a public entity crime, may not be awarded or perform work as a Vendor, supplier, sub-Contractor, or consultant under an Agreement with any public entity, and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The Village Community Development Districts reserves the right to reject any and/or all bids, reserves the right to waive any informalities or irregularities in the bid, and reserves the right to award contract(s) in the best interest of the District.

**PART 3
SCOPE OF SERVICES**

INTRODUCTION
CDD INFORMATION

The Village Community Development Districts (CDD's) within The Villages are units of special purpose local government created under Chapter 190 of the Florida Statutes. North Sumter County Utility Dependent District is a special District under Chapter 189. There are currently sixteen (16) CDD's in The Villages, which include: Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District and Village Community Development Districts 1-13. CDD's are widely used throughout the United States to provide for certain service delivery infrastructure such as water management and control (drainage), fire control, road and bridge construction and maintenance, park and recreational facilities, water and sewer systems, sidewalks, multi-modal paths, streetlights, and similar infrastructure that is required to provide urban services to areas that may not have access to such services through a general purpose government such as a municipality.

A Community Development District is a unit of local government with the special purpose of providing the services described above. As a unit of local government, the District is subject to many of the same State Statutes that regulate cities and counties; of particular interest are those statutes related to ethics in government for the elected Board of Supervisors, Government in the Sunshine, a cornerstone of local government in the State of Florida which requires that decisions made by any governmental agency be done at a public meeting; the public records law, which means the records of the District are open for review by any citizen; the auditing requirements in which annually the accounting records of the District are audited by an independent certified accountant and the results of such audit are provided to the State Controller and Auditor General; competitive bidding requirements for construction and maintenance contracts; and various other statutory provisions that protect the interest of the public.

The Villages is the largest single-site residential real estate development in the United States spanning over 45,500 acres (71 square miles) in three adjoining counties in Central Florida (Lake, Marion and Sumter). The Villages earned the No.1 ranking as the fastest growing micropolitan area in the United States according to a 2008 Census Bureau report. The current population is approximately 130,000 residents and growing.

SCOPE OF WORK

This Section identifies the levels of performance that are desired by the District. Bidders are instructed to indicate a response to ALL service requirements and specifications contained in this Section.

GENERAL INFORMATION

The District is soliciting bids from qualified individuals and/or firms, for the purchase of Dura Fast 40 outdoor pickleballs for the District's Recreation Department. Bidder(s) must commit to maintaining and enforcing the highest levels of pricing, service, quality and standards for the entire term of this contract and any subsequent renewal periods. The successful bidder(s) awarded this solicitation will be expected to deliver pickleballs to the District utilizing bid pricing.

Anticipated annual projected order quantity is 60,000 pickleballs per year. Anticipated order schedule will be approximately; but not less than, 5,112 pickleballs/per monthly shipment. Upon award, the District will provide details and arrangements, i.e. delivery information, billing, invoicing, contacts and other pertinent information to the awarded Supplier.

SCOPE OF SERVICES

The successful Supplier must be prepared to furnish continuous quality service by:

- Having the capacity and capability to supply and deliver equipment to the District;
- Possess a minimum of five (5) years of experience working with a large District or organization;
- Resolving issues that may arise (i.e. delayed shipments, damaged goods, refunds, rebates etc.); and
- Delivering products by the pre-order due date.

TECHNICAL SPECIFICATIONS (Dura Fast 40 Outdoor)

The **Dura Outdoor Pickleball**, also known as the **Dura Fast 40**, is a pre-approved District Standardized product and the following are specifications the successful Supplier must adhere to:

- **Brand Name:** Pickleball, Inc. Dura Fast 40;
- **Activity:** outdoor use;
- **Material:** molded Seamless Plastic;
- **Color:** yellow; alternate colors will not be considered;
- **Logo:** each ball must contain a stamped DURA FAST 40 logo;
- **Dimensions:** weight 0.92 ounces and 2.9375" in diameter;
- **Design:** official 40 hole design with a two size hole configuration;
- **Shipment:** 5,112 pickleballs or 426 dozen pickleballs per shipment;
- **Packaging:** 600 pickleballs per box; preferably divided into 5 bags of 120 pickleballs per box;
- **Condition:** pickleballs must be brand-new, unused, and undamaged



ADDITIONAL SPECIFICATIONS

The following are specifications the Successful Supplier must adhere to:

- Delivery shall be monthly or more if needed
- Direct delivery to one specified location;
- Supply must be received in five (5) working days, to ensure inventory levels
- No transference of orders

SUBSTITUTIONS:

Unauthorized substitutions are not acceptable. Substitution of one brand for another brand shall require the approval of the District. If superior or equivalent product is being proposed for use, samples and material specifications must be provided to the District for evaluation and must be approved as equal in writing before delivery.

PRICING

Each Bidder must submit a price per shipment direct from the manufacturer and price per delivered shipment. If applicable, the authorized District Representative ordering the shipment price (no delivery included in cost) will contact the awarded Supplier to arrange method of delivery/fulfillment. (**See – Bid Form**).

DELIVERY PRICE

Bidders must submit a product price and separate delivery mark-up price with bid submission on Bid Form. This delivery markup price will not be part of the tabulation.

PRICE REDUCTIONS:

The District reserves the right to request Voluntary Price Reductions in the event that any of the price(s) bid are deemed high on individual item(s) within a category or aggregate class.

PRICE ADJUSTMENTS

Product Price Adjustment

The prices proposed by the Supplier shall remain firm and fixed for the life of the contract, a period of three (3) years, with one (1) three-year automatic renewal. Following completion of the initial term, each renewal period shall automatically occur on October 1st of the renewal period unless either party provides a minimum ninety (90) day written notice of non-renewal.

Delivery Mark - Up Price Adjustment:

Delivery Mark-up will be adjusted every year based upon the Consumer Price Index (CPI-U) for all Urban Consumers, not seasonally adjusted, US City Average, all Items (Series ID: CUUR0000SAO) as published by the US Department of Labor, Bureau of Labor Statistics www.bls.gov. The adjustment will follow the same formula as outlined above. If at any time, the above series ID is discontinued or not available, the District reserves the right to implement an applicable index or combine any applicable indexes that can be used instead.

DISTRICT DELIVERIES

The complete order, including backorders, must be fulfilled and or delivered in accordance with the scheduled time provided by the District. If a delivery cannot be made within the time frame or as instructed on the individual monthly order to the delivery location, it is the responsibility of the awarded Supplier to contact the District and advise their authorized Representative of the delay and provide a new delivery date. **Once the delivery status of the order becomes overdue, the District reserves the right to cancel the order without notice to the Supplier.** Five or more late deliveries may cause the Supplier to be in default of the terms and conditions of the agreement.

- Any product that is received by the District that is damaged, the awarded Supplier must make arrangements for replacement or credit within 48 hours of notification by the District.
- Supplier must offer inside delivery,
- If applicable, District Representative will notify Supplier of orders that must be shrink-wrapped and palletized to allow for forklift unloading.
- All orders placed prior to the expiration of the agreement and accepted by the successful Supplier will be invoiced at the bid unit price(s), although deliveries may be made after the expiration of the agreement.

Delivery Receipt/Bill of Lading

A copy of the delivery receipt and/or bill of lading must be left with the authorized District Representative. One signed copy must be submitted electronically with the company's invoice to the District's Accounts Payable. EMAIL INVOICES DIRECTLY TO: accountspayable@districtgov.org

The Delivery Receipt must itemize in detail as per the following:

1. Delivery Location
2. Product Item Number
3. Item Description
4. Item Quantity Ordered
5. Item Quantity Received
6. Contracted Unit Price
7. Extended Price
8. Total Amount of Bill
9. Name, Contact Number, Signature and Date
10. Purchase Order Number

PACKING

Packing will be in accordance with the best commercial practice. Individual containers and/or cartons shall be new, clean and unbroken. Product must be suitably packed in sanitary, unbroken containers of adequate size to hold contents securely. Actual pack size, the number of pounds (lbs.), pieces, portions, packages, etc. in a case, will be determined with the awarded Supplier based on Manufacturer capabilities and District order requirements.

REJECTIONS:

If the materials or equipment delivered or offered to be delivered fail to conform to the specifications or agreement documents in quality or otherwise are found at any time to be defective in material or workmanship, the District may reject the items or take other remedy as described herein or as otherwise available to the District. Such remedy shall include but is not limited to obtaining materials or equipment or any part thereof from other sources on the open market or by contract. Should the new price be greater than the original agreement price, the difference plus the liquidated damages, if any, will be charged against the original Supplier. Should the new price be less, the Supplier shall have no claim to the difference, but the liquidated damages may become due from the original Supplier.

DELIVERY (Special Instructions):

20B-005 Purchase and Delivery of Recreation Equipment – Pickleballs is to be made to the La Hacienda Regional Recreation Center located at 1200 Avenida Central, The Villages, FL 32159, and to the specific room and location therein, as directed by the District Recreation Department or designee. The time for delivery of the items shall be within five (5) business days after receipt of the order unless otherwise stated. Delivery will be accepted only between the hours of 9:00 A.M. and 4:00 P.M. Monday through Friday exclusive of legal holidays and other days on which deliveries will not be accepted. Deliveries must be made to the specified receiving area. If applicable, deliveries are to be placed on skids or pallets at the receiving area as directed by the District Representative. No skids or pallets will be loaned to Supplier by the District, nor will Supplier be allowed to remove the same from the receiving area for purposes of preparing his shipment at his own warehouse. If applicable, mixed loads of more than one item, color, size, etc. must be sorted when directed by the receiving District Representative. No help for unloading will be provided by the District. Supplier shall notify truckers accordingly. The maximum height unloaded of any delivery vehicle will be 14' 0" and the maximum length will be 53'. Any truck, trailer etc. exceeding this height will not be permitted and shipment will not be accepted. Supplier must contact authorized District Representative for delivery schedule and must call 24 hours prior to schedule an appointment for delivery. Supplier should contact the District Recreation Department at (352) 674-1800 and ask for Recreation Manager – Financial & Operations or designee.

ALL BILLING AND INVOICING PROCEDURES WILL BE DISCUSSED IN DETAIL AFTER AWARD.

PURCHASE ORDER PROCEDURES

The District will issue purchase order(s) directly to the awarded Supplier. The District will issue a purchase order on an annual basis and submit delivery orders to the Supplier on a monthly basis or as needed.

INVOICING PROCEDURES

Each invoice shall be issued by the awarded Supplier per shipment and submitted electronically to the Accounts Payable Department. EMAIL INVOICES DIRECTLY TO: accountspayable@districtgov.org
To be considered for payment, each invoice must show the following information:

- a. Purchase order number;
- b. Items description;
- c. Quantities and unit;
- d. Bid price;
- e. Extended price; and
- f. Total price of all items on invoice.

**PART 4
BID DOCUMENTS**

BID COVER PAGE

Name of Firm, Entity or Organization:
Federal Employer Identification Number (EIN): State of Florida License Number (If Applicable): Name of Contact Person: Title: E-Mail Address:
Mailing Address: Street Address (if different): City, State, Zip: Telephone: _____ Fax: _____
Organizational Structure – Please Check One: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/> If Corporation: Date of Incorporation: _____ State of Incorporation: _____ States Registered in as Foreign Corporation:
Does your firm accept Visa® for payment? Yes <input type="checkbox"/> No <input type="checkbox"/>
Authorized Signature: Print Name: _____ Signature: _____ Title: _____ Phone: _____
<i>This document must be completed and returned with your Submittal.</i>

BID FORM

ITB #20B-005 for Purchase and Delivery of Recreation Equipment - Pickleballs

PRODUCT DESCRIPTION	EST. Purchase Qty. (annually)	EST. Per Shipment Qty. (monthly)	Base Price Per Shipment (No Delivery)	Price Per Shipment (Including Delivery)
Pickleballs (Dura Fast 40, outdoor) Color: Yellow	61,000	5,112	\$	\$

INFORMATIONAL ONLY

DELIVERY DESCRIPTION	UNIT OF MEASURE	Annual estimated total shipments to be delivered	Price for Delivery ONLY- Per Shipment(Not Product Price)
*This delivery markup will not be part of the tabulation			
Delivery price per unit of measurement to La Hacienda Regional Recreation Center	Per Shipment	12	\$

NOTE(S):

- Bid will be awarded to one Supplier based on the lowest most responsible and responsive Bidder. Bid evaluation to determine the lowest and responsive Bidder will be based on the **Price Per Shipment (including delivery) and Contractor’s References**.
- The Bidder shall offer all of the elements of this Solicitation and meet all service requirements and specifications listed within the Scope of Services, to include furnishing all labor, supervision, equipment and materials necessary for this work.
- The information in this Solicitation is to be utilized solely for preparing the bid response to this ITB and does not constitute a commitment by the District to procure any product in any volume. Quantities are subject to deletions or additions as necessary to meet the needs of the District.
- The Total Fees proposed will be firm and fixed for the life of the contract, a period of three (3) years, with one (1) three-year automatic renewal.
- All chargeable services shall be included in the proposed total price, including all labor customarily associated with delivery of the services contemplated by this solicitation.
- Suppliers must complete this section in its entirety, and may supplement this section with by utilizing the Deviations and Exceptions Page as to provide the District with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this BID.
- Please note, prices are requested in units of quantity specified in the Bid’s Scope of Work. In case of discrepancy in computing the total amount of the bid, Unit Price quoted will govern. All prices shall include delivery F.O.B (“Freight on Board”) destination, freight prepaid (Supplier fully pays any freight charges). Supplier owns goods in transit and files any claims and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in the Solicitation documents and there received by the designated representative of the District.

“The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the Village Center Community Development District and Sumter Landing Community Development District in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Contract Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid.”

Authorized Agent Name, Title (Print)

Authorized Signature

Date

Name of Proponent’s Firm:

This document must be completed and returned with your Submittal
EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS

Note: Bidder must sign the appropriate statement below as applicable.

- () Bidder understands and agrees to all terms, conditions, requirements and specifications stated herein.

Firm: _____

Signature: _____

-OR-

- () Bidder takes exceptions to terms, conditions, requirements or specifications stated herein. (Bidder must itemize each exception below and return with the Bid Form.)

Firm: _____

Signature: _____

Bidder should note that any exceptions taken from the stated terms and/or specifications *may*, but not necessarily will be cause for their submittal to be deemed "non-responsive", risking rejecting of the submittal.

Attached are _____ additional pages.

Name of Proponent's Firm:

This document must be completed and returned with your Submittal

BIDDER'S CERTIFICATION

Submit To: Village Community Development Districts Purchasing Department 940 Lakeshore Drive, Suite 200 The Villages, FL 32162 Phone 352-751-6700 Fax 352-751-6715	VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT INVITATION TO BID (BID) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE: January 29, 2020	DUE TIME: By 3:00 p.m.	BID #20B-005
TITLE: Purchase and Delivery of Recreation Equipment - Pickleballs		
VENDOR NAME:	PHONE NUMBER:	
VENDOR MAILING ADDRESS:	FAX NUMBER:	
CITY/STATE/ZIP:	E-MAIL ADDRESS:	
"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date)." <div style="display: flex; justify-content: space-around; margin-top: 10px;"> </div>		
"I, the undersigned, declare that I have carefully examined the BID, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I agree to abide by all conditions of this BID and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the BID, including but not limited to certification requirements, insurance requirements and E-Verify participation. I understand that timely commencement will be considered in award of this BID and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the BID requirements. I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a BID for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further declare that I have not divulged, discussed, or compared this BID with any other Offeror and have not colluded with any Offerors or parties to a BID whatsoever for any fraudulent purpose. In conducting offers with an agency for Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, North Sumter County Utility Dependent District, or any Village Community Development District 1-13, respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the Districts all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the Districts. At the Districts' discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."		
_____ Authorized Agent Name, Title (Print)	_____ Authorized Signature	_____ Date
Name of Bidder's Firm: <div style="border: 1px solid black; width: 40%; margin: 0 auto; height: 20px;"></div>		
<i>This form must be completed and returned with your Submittal</i>		

STATEMENT OF TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: 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 Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a 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 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Vendor agrees to indemnify and hold harmless Village Center Community Development District, Sumter Landing Community Development District, North Sumter County Utility Dependent District, Brownwood Community Development District, Village Community Development Districts 1-13 and their elected officials, employees and volunteers and defend and indemnify the Districts and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the Issue Date of the Solicitation and the end of the 72-hour period following the agency posting the Notice of Intent to Award, excluding Saturdays, Sundays, and state holidays, no proposer, lobbyist, principal, or other person may lobby on behalf of a competing party in a particular procurement matter, any member of the Board, or any District employee other than Purchasing Staff. Violation of this provision may result in disqualification of violating party. All questions regarding this Solicitation must be submitted in writing to the District's Purchasing Staff.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Districts at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The District and/or its CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposal/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Purchasing Manager at (352) 751-6700. All RFP's/BID's submitted in response to this solicitation become the property of the District. Unless information submitted is proprietary, copy written, trademarked, or patented, the District reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: Village Center Community Development District, Sumter Landing Community Development District, North Sumter County Utility Dependent District, Brownwood Community Development District and Village Community Development Districts 1-13 are exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful Contract any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Districts to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com, to the District website at www.Districtgov.org or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the District. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the VENDOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Purchasing Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT, BROWNWOOD COMMUNITY DEVELOPMENT DISTRICT AND VILLAGE COMMUNITY DEVELOPMENT DISTRICTS 1-13, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Districts. Submittals not meeting stated minimum terms and qualifications may be rejected by the Districts as non-responsive. The Districts reserve the right to reject any or all submittals without cause. The Districts reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Districts, or who has failed to perform faithfully any previous contract with the Districts or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Districts' intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Districts may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Districts reserve the right to make investigations of the qualifications of the firm as its deems appropriate.

PREPARATION COSTS: The Districts shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Districts' representative (Purchasing Manager). All work will proceed in a timely manner without delays. The Vendor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, The Villages, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract - services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval - without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Purchasing Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Purchasing Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Districts unless evidenced by a Change Notice issued and signed by the Purchasing Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Districts within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original District format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

Signature

Date

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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 so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- “As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 2020

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your Submittal

REFERENCES & SIMILAR PROJECTS FORM

{References must be of similar size and scope to this project and for work performed within the past three (3) years.}

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:	Contract Amount:	
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:	Contract Amount:	
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:	Contract Amount:	
Brief Description of Project and Installation:		

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City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:	Contract Amount:	
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:	Contract Amount:	
Brief Description of Project and Installation:		

This document must be completed and returned with your Submittal

W-9

(Download this form at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions.		Requestor's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] - [] [] [] [] [] []
or
Employer identification number
[] [] [] [] - [] [] [] [] [] [] [] []

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ANTI-COLLUSION STATEMENT

By signing, this form, the vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED VENDOR. THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE. OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE VILLAGE COMMUNITY DEVELOPMENT DISTRICTS.

NAME OF FIRM: _____

[Sign in ink in the space provided below]

SIGNED BY: _____

TITLE: _____

ADDRESS: _____

CITY & STATE: _____

TELEPHONE: _____

No quotes will be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the consent of the Purchasing Director.

NO QUOTE (Reason):

This document must be completed and returned with your Submittal

NO-BID RESPONSE

**Village Center Community Development District
Statement of "No Bid"**

If you do not intend to submit a bid for this project, please complete and return this form prior to date shown for receipt of bids to: Village Community Development Districts, 940 Lake Shore Drive, Suite 200, The Villages, FL 32162, Attn: Kathy Godfrey, Purchasing.

We, the undersigned, have declined to submit a bid on your BID #20B-005 Purchase and Delivery of Recreation Equipment - Pickleballs for the following reasons:

- _____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product/service or equivalent.
- _____ Our schedule would not permit us to perform to specifications.
- _____ Unable to meet specifications.
- _____ Unable to meet insurance requirements.
- _____ Specifications unclear (please explain below).
- _____ Competition restricted by pre-approved owner standards.
- _____ Other (please specify below).

Remarks:

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number _____ Date _____

**PART 5
EXHIBITS
SAMPLE AGREEMENT**

(Sample agreement only. District reserves the right to alter this agreement based on final BID results and/or any negotiations with proposed Contractor)

THIS AGREEMENT is made this XXth day of March 2020, and made effective on the 1st day of April 2020, by and between by and between **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "District"), whose address is 984 Old Mill Run, The Villages, Florida 32162, and **XXXXXXXXXXXXXXXXXXXXXXX** (hereafter referred to as "Contractor"), whose address is 3398 Parkway Center Court, Orlando, FL 32808.

RECITALS

WHEREAS, the District owns or operates certain real property requiring the procurement and delivery of recreation equipment_pickleballs, and wishes to enter into a contract with a party capable of providing suitable services; and

WHEREAS, Contractor provides recreation equipment_pickleballs and delivery for properties such as those owned or operated by the District, and wishes to enter into a contract whereby the Contractor performs services for the District in consideration of payments from the District to the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. SERVICES BY CONTRACTOR

- 1.1 Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by District, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered for Purchase and Delivery of Recreation Equipment - Pickleballs, Invitation to Bid (ITB) # 20B-005, hereinafter referred to as BID. Specifications and other contract documents, as defined in said BID, and all other related documents cited in the above stated BID are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.
- 1.2 All maintenance and repair of equipment shall be the responsibility of the Contractor, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this agreement.
- 1.3 The Contractor shall promptly notify the District of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder the maintenance obligations of the Contractor required by this Agreement. Contractor agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.
- 1.4 The Contractor shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from Contractor's operations, including site clean-up and policing on a daily basis. The Contractor shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The Contractor shall ensure that all handling and disposal of refuse materials performed pursuant to this agreement is performed in compliance with all local, state and federal regulations.

- 1.5 All Contractor and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- 1.6 Contractor shall be responsible for adhering to all federal, state and local safety guidelines and observe all safety precautions when performing services on District property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the Contractor.
- 1.7 Contractor acknowledges that the public may associate the Contractor as an employee of the District while the Contractor performs services on the District's property. Contractor agrees to conduct its services and supervise its employees in a way not detrimental to the District's business operation. District reserves the right to approve dress codes for the Contractor's employees.
- 1.8 Contractor shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- 1.9 As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and Florida Executive Order Number 11-02, Contractor must only employ individuals who are legally authorized to work in the United States of America. Contractor hereby is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons (including subcontractors) employed/assigned during the contract term by the contractor to perform work pursuant to this Agreement. To certify participation in the program, Contractor, and any subcontractors to the contractor, is required to sign an E-Verify Contractor/Subcontractor Affidavit. It is understood that the District will not be responsible for any violations of Federal law and the Contractor, solely, will be responsible and liable for any violations and or penalties associated with such violation.

2. PAYMENT

- 1.
- 2.
- 2.1 In consideration of the services provided by the Contractor pursuant to this Agreement, District agrees to pay to Contractor the unit prices submitted by Contractor as a result of Contractor's response to ITB #20B-005 as provided for in Exhibit "A" to this Agreement.
- 2.2 Invoices shall be submitted via email to accountspayable@districtgov.org no later than the first of the month for the services performed the preceding month. Payment by the District will be made no later than forty-five (45) days after the invoice has been received by the District per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- 2.3 If payment is not made by the District to the Contractor within forty-five (45) days, Contractor may assess a late charge for the lesser of 1.5% per month, or the maximum rate permitted by law.
- 2.4 The District agrees to pay the Contractor for additional work performed by the Contractor pursuant to written orders placed by the District, at a rate equal to component unit costs of labor and equipment charged by the Contractor under the terms of this agreement.

3. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Contract between District and Contractor and which are made part hereof by this reference, consist of the following:

- 3.1 Invitation to Bid
- 3.2 Instructions, Terms, and Conditions
- 3.3 Proposal Forms
- 3.4 Proposer's Certification

- 3.5 General Terms and Conditions
- 3.6 Drug Free Workplace Certificate
- 3.7 Statement of Contractor's Experience, Equipment & Personnel
- 3.8 E-Verify Contractor/Subcontractor Affidavit
- 3.9 Scope of Work / Specifications
- 3.10 Agreement for Services
- 3.11 Permits / Licenses
- 3.12 All Proposal Addenda Issued Prior to Proposal Opening Date
- 3.13 All Modifications and Change Orders Issued
- 3.14 Notice of Award / Notice to Proceed

4. TERM

The initial term of this Agreement shall be April 1, 2020 through September 30, 2022, with the option to renew for three (3) additional one (1) year periods. Following completion of the initial term, each renewal period shall automatically occur on October 1 of each renewal period unless either party provides a minimum ninety (90) day written notice of non-renewal. The prices proposed by the Contractor shall remain fixed and firm for the initial term of the contract. Contractor may meet with Purchasing and District Property Management staff 60 days prior to the end of the initial term to negotiate an increase or decrease to the current awarded pricing. No increase will exceed 3%.

5. INSURANCE

5.1 General Liability. Contractor shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the Contractor, sub consultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. District(s) shall be named as Additional Insured.

5.2 Automobile Liability Insurance covering all automobiles and trucks the Contractor may use in connection with this RFP. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.

5.3 Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability or automobile insurance coverage limits.

5.4 Waiver of Subrogation: By entering into any contract as a result of this RFP, Contractor agrees to a Waiver of Subrogation for each policy required above.

5.5 Workers' Compensation Insurance, as required by the State of Florida. As required by the State of Florida. Contractor and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. Contractor must provide certificate of insurance showing Worker's Compensation coverage.

5.6 Certificate(s) shall be dated and show:

5.6.1 The name of the insured Contractor, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.

5.6.2 Statement that the insurer will mail notice to the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

5.6.3 Subrogation of Waiver clause.

5.6.4 The Village Community Development District and any other governmental agencies using this agreement in cooperation with the District shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.

5.6.5 The Contractor shall require of each its sub consultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its sub consultants and/or subcontractors in its policy as described above.

5.6.6 All insurance policies shall be written on companies authorized to do business in the State of Florida.

6. SELF HELP BY DISTRICT

6.1 Within (24 hours) after being notified by District in writing or verbally of defective or unacceptable work, if the Contractor fails to correct such work, District may cause the unacceptable or defective work to be corrected. If the District corrects the work, the District shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such 24 hour period, and the Contractor immediately begins corrective work, and District reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, District agrees to allow Contractor to complete correction of the defective or unacceptable work. In addition, if the Contractor, for any reason, fails to perform any portion of the services required by the Contractor pursuant to this Agreement, the District shall be entitled to deduct from any monies due or which may become due to Contractor the actual expenditures that are necessary to complete the services not performed.

6.2 All costs and expenses incurred by District pursuant to this section shall be deducted from monies due, or which may become due to Contractor for its obligations herein.

6.3 The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive District's right to declare the Contractor in default in accordance with applicable provisions of the Agreement.

6.4 SATISFACTORY PERFORMANCE

6.4.1 It is estimated that the frequency and guidelines set forth in this Scope of Work will provide the quality desired. However, in the event it does not, Contractor agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the District in its discretion.

6.4.2 The determination of satisfactory performance will be based upon the satisfactory appearance of the grounds, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the grounds will be reviewed on a daily basis by the District. Contractor performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

6.4.3 Any damage to District property by the contractor shall be repaired by the respective tradesmen initiated through the District Representative so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.

7. TERMINATION BY THE DISTRICT

7.1 The performance of work under this Contract may be terminated by District in accordance with this clause in whole or from time to time in part, whenever District determines that Contractor is in default of the terms of this Agreement. Any such termination shall be effected by delivery to Contractor a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date the termination becomes effective.

- 7.2 After receipt of a Notice of Termination, and except as otherwise directed, Contractor shall:
- 7.2.1 Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
 - 7.2.2 Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Contract.
 - 7.2.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - 7.2.4 Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the District to the extent Contractor may require, which approval or ratification shall be final for all purposes of this clause.
 - 7.2.5 Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.
- 7.3 After receipt of a Notice of Termination, Contractor shall submit to District Contractor's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by District. No claim will be allowed for any expense incurred by Contractor to after the receipt of the Notice of Termination and Contractor shall be deemed to waive any right to any further compensation.
- 7.4 Contractor and District may agree upon the whole or any part of the amount or amounts to be paid to Contractor by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.
- 7.5 District may, for any reason, terminate performance under this Agreement by the Contractor for convenience upon thirty (30) days written notice. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate this Agreement pursuant to this paragraph.

8. OTHER MATTERS

- 8.1 Contractor shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the District's property.
- 8.2 Contractor shall maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the District's Human Resources Department; however, the Contractor acknowledges that the District shall have no responsibility for making any disclosures to Contractor's employees or agents.
- 8.3 The obligations of the Contractors under this agreement may not be delegated without the prior written consent of the District. The District may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- 8.4 In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.
- 8.5 The venue for the enforcement, construction or interpretation of this agreement, shall be the County or Circuit Court for Sumter County, Florida, and Contractor does hereby specifically waive

any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the agreement, or its duties, obligations, or responsibilities or rights hereunder.

- 8.6 Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify the District and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.
- 8.7 Contractor shall not be construed to be the agent, servant or employee of the District or of any elected or appointed official thereof, for any purpose whatsoever, and further Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the District.
- 8.8 These Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. The Contractor recognizes that any representations, statements, or negotiations made by District staff do not suffice to legally bind the District in a contractual relationship unless they have been reduced to writing and signed by an authorized District representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- 8.9 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 8.10 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be done according to specifications, subject only to delays caused through no fault of the Contractor.

9. CONTRACTOR'S REPRESENTATIONS

- 9.1 Contractor makes the following representations:
- 9.2 Contractor has familiarized himself with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- 9.3 Contractor declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that Contractor has satisfied himself relative to the work to be performed.
- 9.4 Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- 9.5 Contractor has given the District written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- 9.6 Contractor declares that submission of a proposal for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

9.7 Equal Opportunity: Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

9.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted Respondent list.

9.9 Public Records Act/Chapter 119 Requirements: Contractor/Respondent agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this agreement is one for which services are provided by doing the following:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
2. Provide the agency access to public records 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 that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfers to the District, at no cost, 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. All records stored electronically must be provided to the District in a format that is compatible with the current information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JENNIFER MCQUEARY, DISTRICT CLERK
984 OLD MILL RUN, THE VILLAGES FL 32162
PHONE: 352-751-3939
EMAIL: jennifer.mcqueary@districtgov.org

IN WITNESS WHEREOF, said District has caused this contract to be executed in its name by the Chairman of the VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said District, and XXXXXXXXXXXXXXXXXXXXXXX has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest

SAMPLE E-VERIFY CONTRACTOR AFFIDAVIT

Solicitation No. 20B-005

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with State of Florida Executive Order No. 11-116, stating affirmatively that the individual, firm, or corporation which is contracting with the Village Community Development Districts Board of Supervisors has registered with and is participating in a federal work authorization program * (any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security) to verify information of all persons assigned by the Contractor to perform work pursuant to the Contract with the District.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Agreement with the Village Center Community Development Districts Board of Supervisors, contractor will secure from such subcontractor(s) similar verification of compliance with State of Florida Executive Order No. 11-116 on the Subcontractor Affidavit provided or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Village Community Development District Board of Supervisors, Purchasing Department at the time the subcontractor (s) is retained to perform such service.

E-Verify * User Identification Number

Company Name

By: Authorized Officer or Agent of Contractor

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____ 2020

Notary Public
My Commission Expires: _____

*The applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SAMPLE E-VERIFY SUBCONTRACTOR AFFIDAVIT

Solicitation No. 20B-005

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with State of Florida Executive Order No. 11-116 stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services under a contract between _____ (name of contractor) and the Village Center Community Development Districts Board of Supervisors has registered with and is participating in a federal work authorization program * (any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security) to verify information of all persons assigned by the subcontractor to perform work pursuant to the Agreement with the District.

E-Verify * User Identification Number

Company Name

By: Authorized Officer or Agent of Subcontractor

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____ 2020

Notary Public
My Commission Expires:_____

*The applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. department of Homeland Security, in conjunction with the Social Security Administration (SSA).