

## **Town of Highland Beach, Florida**

### **Invitation to Bid 2017-02**

#### **Elevated Storage Tank Inlet/Outlet Pipe Replacement**

The Town of Highland Beach is requesting sealed bids for the replacement of the existing elevated storage tank inlet/outlet pipe. The Town is also requesting deduct alternatives with the bid proposal for various pipe components. The selection of the deduct alternative bid items will be at the sole discretion of the Town.

Bid specifications may be viewed from the Town's website at [www.highlandbeach.us](http://www.highlandbeach.us) or picked up in Town Hall located at 3614 South Ocean Blvd., Highland Beach, Florida 33487.

Pre-bid site visits at the Water Treatment Plant are scheduled for AUGUST 2, 2017 AT 10:00 AM and AUGUST 7, 2017 AT 10:00AM. Site visits are strongly suggested and must be confirmed with Tyler Davis/Globaltech at 561-997-6433 prior to arrival. The Water Treatment Plant is located at: 3616 South Ocean Blvd., Highland Beach, Florida 33487.

Bids must be received by 2:00 PM on AUGUST 25, 2017 in a sealed envelope clearly labeled: "ITB 2017-02 **Town of Highland Beach Invitation to Bid: Elevated Storage Tank Inlet/Outlet Pipe Replacement**" and delivered to:

**Town of Highland Beach Clerk's Office  
c/o Lanelda Gaskins, Deputy Town Clerk  
3614 South Ocean Blvd., Highland Beach, Florida 33487**

Sealed bid packages must be received at or before 2:00 PM on AUGUST 25, 2017, at which time the bids will be publicly opened at Town Hall located at 3614 South Ocean Blvd., Highland Beach, Florida 33487. Timely delivery is solely and strictly the responsibility of the Bidder. Bids received after this date and time will be rejected.

Further instructions and conditions are stated in the Invitation to Bid documents.

The Town reserves the right to reject any and/or all bids and waive technicalities and/or any irregularities therein. The Town further reserves the right to award a contract to the Bidder whose bid best serves the interests of the Town in the sole discretion of the Town.

INVITATION TO BID

1. **INVITATION:** The Town of Highland Beach, Florida, a Florida municipal corporation in Palm Beach County (“Town” hereafter), is accepting sealed bids from qualified companies and contractors (hereinafter referred to as “bidders”) to furnish all labor, material, equipment and all other required goods and services to replace the inlet/outlet pipe of the elevated storage tank as the primary bid item with deduct alternative items for various pipe components in the form which may be awarded at the sole discretion of the Town (as more fully described in the specifications attached hereto as Exhibit “A”) **until 2:00 p.m., local time, on (AUGUST 25, 2017)**, at the Town Clerk’s office, Town Hall, 3614 South Ocean Blvd. Highland Beach, Florida 33487. Bids received after the aforementioned date and time will be returned unopened. Bid packages are available for review and printing from the Town’s web site: [www.highlandbeach.us](http://www.highlandbeach.us).

2. **SCHEDULE OF EVENTS:** A summary schedule of the major activities associated with this ITB is presented below. The Town, in its sole discretion, may modify the schedule as the Town deems appropriate. The Town will provide notification of any changes to the schedule by issuing written addenda.

The following is an estimated schedule to be followed for this ITB.

Issue of ITB Package	JULY 24, 2017
Pre-Bid Site Visit (Strongly Suggested)	AUGUST 2, 2017 10:00AM and AUGUST 7, 2017 10:00 AM
Deadline for Written Questions:	AUGUST 14, 2017 10:00AM
Bid Due Date:	AUGUST 25, 2017 2:00PM
Selection Committee Meetings	TBD (if necessary)

3. **PRE-BID SITE VISITS:** Non-mandatory pre-bid site visits are scheduled for AUGUST 2, 2017 AT 10:00 AM and AUGUST 7, 2017 AT 10:00AM at the Water Treatment Plant which is located at: 3616 South Ocean Blvd., Highland Beach, FL 33487. The site visits are for the purpose of viewing the worksite identified in the Scope of Work and Specifications Section. Site visits are strongly suggested and must be confirmed with Tyler Davis/Globaltech at 561-997-6433 prior to arrival.

It is the responsibility of the bidder to examine the bid documents thoroughly, visit the site to become familiar with the conditions that may affect cost, progress, or performance of the work, consider federal, state, and local laws and regulations that may affect cost, progress, or performance of work, and notify the Town’s contact person of all conflicts, errors, or discrepancies in the bid documents prior to submitting a formal bid.

4. **PREPARATION OF BID:** This Invitation to Bid (“ITB” hereafter) provides the complete set of terms and conditions, specifications and bid forms for the required goods and/or services. The technical specifications are attached as a separate document and are incorporated by

reference as Exhibit “A”. The bid forms are attached hereto and incorporated by reference as Exhibits “B” to “F” and are the following:

- Bidder’s Acknowledgment           Exhibit “B”
- Bid Form                               Exhibit “C”
- Drug Free Workplace               Exhibit “D”
- Conflict of Interest Statement      Exhibit “E”
- Public Entity Crimes               Exhibit “F”

All bid forms must be completed in full and include a manual signature, in ink, where applicable. The signature must be of an authorized representative who has the legal ability to bind the bidder in contractual obligations. Unsigned bid forms will not be accepted.

All bid forms must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by a bidder to any part of a bid form must be initialed in ink. It is a bidder’s sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening.

5. **BID SUBMITTAL REQUIREMENTS**: The bidder shall provide **ONE (1) Executed Original (clearly marked original) of all bid forms, and at least THREE (3) copies**, along with any other required information, must be submitted in a sealed envelope to the address provided above via hand-delivery or mail. Faxed or emailed bids are not acceptable. The face of the sealed envelope shall state “ITB 2017-02 **Town of Highland Beach Invitation to Bid; Elevated Storage Tank Inlet/Outlet Pipe Replacement**” and contain Bidder’s name, return address, bid number (if applicable) and the date and time for bid opening. Bids not submitted in a sealed envelope or on the enclosed bid forms shall be rejected.

6. **REVIEW OF BIDS**: Each bid will be reviewed to determine if the bid is responsive to the ITB. Bids deemed to be non-responsive will be rejected without being evaluated. A responsive bid is one which has been signed, which has been submitted by the specified submission time, and which has provided the information required to be submitted with the ITB. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a bid without evaluation, such substandard submissions may adversely impact the evaluation of your bid. Bidders who fail to comply with the required and/or desired elements of this ITB do so at their own risk.

7. **INQUIRIES**: Any questions regarding this ITB should be submitted in writing via email to the Tyler Davis/Globaltech at [tdavis@globaltechdb.com](mailto:tdavis@globaltechdb.com) for review and response. If any technical question requires a response which the Town in its sole discretion determines should be provided to all potential bidders, the Town will issue an official addendum to this ITB. The Town will endeavor to make sure all potential bidders receive such addendum by posting the addendum

on the Town's website for the respective solicitation; however, it is the sole responsibility of every bidder to verify with the Town whether any addendum has been issued prior to submitting a bid.

8. BID PREPARATION COSTS: Neither the Town nor its representatives shall be liable for any expenses in connection with the preparation and/or delivery of a response to this ITB. Respondents should prepare their bids simply and economically, providing a straightforward and concise description of the Respondent's bid which satisfies the requirements of this ITB.

9. BID EVALUATION: On the date and time specified in this ITB, the Town will open and announce aloud all bids received on time. The evaluation of the bids will occur soon thereafter. The bid opening may be delayed if, at the sole discretion of the Town, it is considered to be in the Town's best interests.

10. BID AWARD (BASE ONLY, ALL OR NONE): The Town Manager or designee or an appointed selection committee will evaluate the bids in order to prepare a recommendation to the Town Commission for the selection of the top-ranked bidder and award of a resulting contract. The selection of a bidder with whom to contract shall be based on the "best value" to the Town using the following criteria:

- a. Qualifications;
- b. Skill and experience based on reference verification;
- c. Amount of the base bid or base bid with any deduct alternative item(s) in relation to the needed goods & services to other bids received; and,
- d. Adherence to the specifications and requirements of the ITB.

The above criteria are equally weighted.

Information in a bid that concerns the responsibility of the bidder shall not necessarily be considered conclusive at the time of bid opening. The Town, after bid opening, may request additional information of the bidder (and/or its subcontractor) concerning its responsibility to perform. Based upon the criteria set forth above, the Town Manager or designee or the selection committee shall recommend to the Town Commission which bid is in the best interest of the Town to accept or may recommend that the Town Commission reject all bids, cancel the ITB and/or re-issue the ITB.

The Town Commission has the authority to waive all minor irregularities on any and all bids except timeliness and other matters that would provide an unfair competitive advantage. The Town Commission has the ultimate authority to make an award to the bidder whom it determines in its sole discretion is in the best interest of the Town, or it may reject all bids, cancel the ITB and/or re-issue the ITB or take such further action as it deems appropriate.

Venue for any dispute regarding this ITB shall be in Palm Beach County, Florida.

11. ANTI-COLLUSION: The signed bidder certifies that he or she has not divulged, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material.) Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the proposed list(s).

12. INSURANCE REQUIREMENTS:

- A. Prior to the approval of a resulting contract, the selected bidder shall provide to the Town certificates evidencing insurance coverage in the minimum amounts as required hereunder or as otherwise agreed to in the contract or purchase order. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The certificates shall clearly indicate that the selected bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the Town or as otherwise agreed to by the Town. Failure to comply with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under a resulting contract.
- B. The selected bidder shall maintain, during the life of a resulting contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect the selected bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under a resulting contract, whether such operations be by the selected bidder or by anyone directly employed by or contracting with the selected bidder.
- C. The selected bidder shall maintain, during the life of a resulting contract comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the selected bidder from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the selected bidder or by anyone directly or indirectly employed by the selected bidder.

- D. The parties to the resulting contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Florida Department of Financial Service Division of Workers Compensation and shall provide a copy of such exemption to the other party.
- E. All insurance, other than Worker's Compensation, to be maintained by the selected bidder shall specifically include the Town as an Additional Insured.

13. INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Invitation To Bid shall, at a minimum, meet the following conditions to be considered as a valid payment request:

- A. A timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract or Purchase Order document, and submitted to:

Town of Highland Beach  
3614 South Ocean Blvd.  
Highland Beach, FL 33487  
ATTN: Finance Director

- B. All invoices submitted shall consist of an "original" invoice which clearly references the subject Contract or Purchase Order Number; provide a sufficient salient description to identify the good(s) and/or service(s) for which payment is requested; and be clearly marked as "partial", "complete" or "final invoice". The Town will accept partial deliveries of several units, not component parts.
- C. The invoice shall contain the Bidder's Federal Employer Identification Number.
- D. The Town's terms are "Net 30 Days" after acceptance of goods and/or services and receipt of an acceptable invoice as described herein. Any other items of payments must have been previously approved by the Town and appear on the Contract or Purchase Order document to be binding on the Town.

14. PROTECTION OF PROPERTY: The successful bidder shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or

damage to property through negligence of the successful bidder or his agents. The bidder shall also be responsible for the protection of his/her own equipment, supplies, materials and work against any damage resulting from the elements (i.e., flooding, rainstorm, wind damage, vandalism or Acts of God).

15. REGULATIONS, PERMITS AND FEES: The selected bidder will be required to obtain at their expense all permits, inspections and/or licenses required to provide the required goods and/or services to the Town.

16. RETAINAGE: The exact amount of the retainage amount shall be determined in accordance with Florida Statute Section 255.078.

17. WARRANTY: The successful bidder shall furnish a factory and/or manufacturer's warranty on all materials installed hereunder against defect in materials and/or workmanship. The factory and/or manufacturer's warranty shall become effective on the date of acceptance by the Town. Should any defect in materials and/or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the bidder shall repair or replace same at no cost to the Town.

18. TAXES: The Town is exempt from payment of Florida State Sales and Use Tax.

19. SUBCONTRACTORS: All subcontractors proposed by a bidder for the performance of work covered under this ITB are subject to the approval of the Town. The Town reserves the right to reject any and all proposed subcontractors listed by the bidder and bears no responsibility or liability to the bidder or its proposed subcontractors for any commitments made between them regarding the performance of the work under this ITB. Bidders are to submit with their bid the names of those subcontractors they propose to use. The Town reserves the right, before giving a Notice of Intent to Award, to request the apparent successful bidder to submit an acceptable substitute without an increase in bid price. If apparent successful bidder declines to make any such substitute, the Town may award the contract to the next lowest, responsive, responsible bidder. All proposed subcontractors shall be properly certified, registered or licensed by the appropriate governmental authority (as applicable) for the work to be performed, prior to the submittal of the bid.

20. BIDDER'S CERTIFICATION: Each bidder submitting a bid acknowledges, agrees and certifies as follows:

A. The bidder and its bid are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Town;

- B. The bid constitutes an offer to the Town which shall remain open, irrevocable and unchanged for ninety (90) days after bid opening;
- C. The bidder has not given, offered nor intends to give or offer any economic opportunity, future employment, favor or gratuity in any kind to any employee of the Town in connection with this ITB;
- D. The bidder has not divulged or discussed its bid with other bidders;
- E. The bid is made based on an independent determination of the bidder without collusion with other bidders in an effort to restrict competition;
- F. The bidder has not made any attempt to induce any potential bidder from submitting or declining to submit a bid in response to this ITB;
- G. The bidder is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this ITB within the timeframes given;
- H. That pursuant to § 287.133, Fla. Stat., the bidder is not a person or affiliate on the convicted vendor list subject to the prohibitions stated therein and may lawfully respond to this ITB and may lawfully accept an award if its bid is selected; and,
- I. That all information provided in the bid is true and correct in all respects.

21. BID FORMAT AND REQUIREMENTS: Each bid shall be submitted in a clear, concise format, on 8 ½ X 11 paper. Each bid shall contain all information requested herein to be considered for award. Omission of required information may be cause for disqualification.

A. Cover letter of transmittal: The cover letter will summarize in a brief and concise statement of the bidder's qualifications. Minimum qualifications should be stated and must include:

- 1. A statement that the bidder is licensed and qualified to provide all goods and services requested under this ITB;
- 2. A statement outlining the bidder's professional specialization working on elevated storage tanks; providing past experience to support that the bidder has the technical knowledge and practical experience in the goods and services requested under this ITB;
- 3. A statement indicating whether bidder workforce to be used on project has RF Awareness Training;
- 4. A statement demonstrating the bidder's ability to satisfy all of the requirements detailed in this ITB within the timeframe given for the completion of the project;
- 5. A list of at least three (3) client references for similar projects within the last five (5) years, including the contact name, title, company, address, telephone number, email address, and fax number;
- 6. A list of any claims or lawsuits pending against the bidder or otherwise filed within the last three (3) years; and,
- 7. A list of proposed subcontractors, if any.



22. **MISTAKES**: Bidders are expected to carefully examine the specifications in this ITB. **FAILURE TO DO SO WILL BE AT BIDDERS RISK.** In the event of arithmetic error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. Bids having erasures or corrections must be initialed in **blue** ink by the Bidder. Failure to do so may result in the rejection of the Bid.

23. **LIMITED OR CONDITIONAL BIDS**: The Town will not accept additional terms or conditions that a Bidder includes with its Bid. A Bidder shall not attempt to limit, restrict, or qualify its Bid. A Bidder's adjustments, changes to, or deviations from the ITB will not be accepted by the Town. Any and all such terms, conditions, limitations, and qualifications shall have no force and effect.

24. **CONFLICTS OF INTEREST**: Each Bidder must disclose the name of any officer, director, agent, or employee of the Bidder or any relative of an officer, director, agent, or employee that is also an employee of the Town. Further, all Bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its subsidiaries or affiliates. No Bidder may own or have a financial interest in more than ten percent (10%) of any other Bidder, regardless of whether such ownership is direct or through a parent, subsidiary or holding company or any other business entity.

25. **LEGAL REQUIREMENTS**: Each Bidder must comply with all federal, state, and local laws, ordinances, rules and regulations that are applicable to this ITB and the work to be performed under the Agreement. The Bidder's lack of knowledge about the Applicable Law shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws, or justify an increase in the cost paid to the Bidder under the Agreement.

By submitting a Bid in response to this ITB, the Bidder represents that the Bidder is familiar with all federal, state, and local laws, ordinances, rules and regulations that are applicable to the services required under this ITB. If a Bidder discovers any provision in this ITB that is contrary to or inconsistent with any law, ordinance, rule, or regulation, the Bidder shall promptly report it to the Town's Purchasing Manager.

26. **PUBLIC ENTITY CRIMES**: Pursuant to F.S. 287.133, as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a Bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Each Bidder must certify that the Bidder is not subject to these prohibitions regarding public entity crimes.

27. **ANTI-DISCRIMINATION**: The Town is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination. The Successful Bidder will be prohibited from discriminating against any employee, applicant, or client

because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity or expression.

28. LITIGATION CONCERNING THE ITB AND AGREEMENT: By submitting a Bid, the Bidder agrees that: (a) any and all legal actions necessary to interpret or enforce this ITB or the Agreement shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this ITB or the Agreement shall be the state and federal courts in and for Palm Beach County, Florida.

29. PUBLIC RECORDS: Any material submitted in response to this ITB will become a public record and shall be subject to public disclosure consistent with the Florida Public Records Law (Part 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or federal law. If a Bidder contends that part of its Bid is not subject to disclosure, the Bidder shall identify specifically any information contained in the Bid that the Bidder considers confidential or otherwise exempt from disclosure under the Public Records Law, and the Bidder shall cite the specific section of the law creating the exemption for such information. The Town reserves its right to make all determinations concerning the applicability of the Florida Public Records Law to any documents submitted in response to this ITB. The Town shall have no liability to a Bidder for the public disclosure of any material submitted to the Town in response to this ITB.

30. DRUG-FREE WORK PLACE: Preference shall be given to a business with a Drug-Free Work Place (DFW) program. Whenever the Town receives two or more Bids that are equal with respect to price, quality, and service, the Town may give preference to a Bid received from a business that completes the attached DFW form and certifies it is a DFW.

31. FUNDING IS CONTINGENT: The obligations of the Town under this ITB and the Agreement are subject to the availability of funds lawfully appropriated for such purposes.

32. TAXES: The Town is exempt from federal excise and state sales taxes. Vendors and contractors doing business with the Town shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the Town. Vendors/Contractors shall not be authorized to use the Town's tax exemption number when securing such materials.

33. CONE OF SILENCE: A cone of silence is hereby imposed and made applicable to this ITB and in accordance with the "Palm Beach County Lobbyist Registration Ordinance", a copy of which can be accessed at: <http://www.pbcgov.com/legislativeaffairs/lobbying.htm>, is in effect. The Bidder shall read and familiarize themselves with all of the provisions of said Ordinance, but for convenience the provisions relating to the Cone of Silence have been summarized here. "Cone of Silence" means a prohibition on any non-written communication regarding this ITB between any Bidder or Bidder's representative and any Town of Highland Beach employee. The Cone of Silence is in effect as of the submittal deadline. The provisions of this Ordinance shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the Town of Highland Beach Commission awards or approves a contract, rejects all Bids or otherwise takes action which ends the solicitation process. A Bidder's representative shall include but not be limited to the Bidder's

employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the Bidder.

34. LOBBYING: All Bidders are advised that the Town falls under the Palm Beach County Lobbyist Registration Ordinance and all Bidders must comply with that ordinance. Any violation of this requirement may cause the Bidder to be disqualified and prohibited from participating further in the ITB process.

35. PROHIBITION ON SCRUTINIZED COMPANIES: As provided in F.S. 287.135, by entering into any agreement with the Town, or performing any work in furtherance hereof, the Successful Bidder/Contractor certifies that Contractor and Contractor's affiliates, suppliers, subcontractors and consultants that will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes. If the Town determines, using credible information available to the public, that a false certification has been submitted by the Successful Bidder/Contractor, the Town's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

36. EXAMINATION OF THE SITE OF THE WORK: By submitting a Bid to do the work required under this ITB and the Agreement, the Bidder certifies that: (a) it has completed a careful inspection of the areas where it will work under the Agreement and (b) the Bidder is fully informed concerning: (1) the requirements of this ITB; (2) the materials to be furnished; and (3) all relevant facts concerning the Town's ITB and the services to be provided. The Bidder will not be entitled to additional compensation if the Bidder subsequently discovers that the conditions require personnel, methods, or equipment other than those anticipated by the Bidder when submitting its Bid. The Bidder's negligence or inattention when determining the conditions prior to submitting its Bid, or in any phase of the performance of the work, shall not be grounds for requiring the Town to pay any compensation for additional work caused by such negligence or inattention.

37. INSPECTOR GENERAL: In accordance with Palm Beach County ordinance number 2011-009, any resulting contract with the selected firm may be subject to investigation and/or audit by the Palm Beach County Inspector General. Bidders should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

38. RIGHT TO PROTEST: Shall be in accordance with the Town's protest procedures set forth in its purchasing policy.

*Failure to Follow Procedure*, Failure to follow the protest procedures or failure to meet any deadline set forth herein shall automatically nullify any protest or claim brought by an aggrieved bid or Bidder

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**EXHIBIT “A”**

The technical specifications are bound as a separate document and are incorporated by reference as EXHIBIT “A”

**EXHIBIT "B"**

**BIDDER'S ACKNOWLEDGMENT**

**SUBMIT ONE (1) EXECUTED ORIGINAL AND THREE (3) COPIES OF YOUR**

**BID TO:**

Town of Highland Beach  
Clerk's Office  
c/o Lanelda Gaskins, Assistant Town Clerk  
3614 South Ocean Blvd., Highland Beach, Florida 33487

**BID TITLE: Town of Highland Beach Invitation to Bid: Elevated Storage Tank Inlet/Outlet Pipe Replacement**

Bids must be received **PRIOR TO 2:00 p.m., (ENTER DATE HERE)**, at which time Bids will be opened.

Bidder's Name: \_\_\_\_\_  
(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact representative: \_\_\_\_\_

If returning as a **"NO BID"**, please state reason: \_\_\_\_\_

By signing the foregoing, the Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the Invitation to Bid, together with the Exhibits, and Bidder has read all addenda issued, if any.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.

4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: Certificate(s) of Insurance and such other documents as are required to commence the work.

5. Bidder understands that the contract time starts on the date of Notice to Proceed. Bidder has 120 days to complete the project which includes submittal, procurement of materials, and completion of construction. Shutdown of the elevated storage tank is limited to 15 days. Shutdown beyond the 15-day period is subject to liquated damages of \$500 per day.

6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid, if any, and the money payable thereon, shall become the property of the Town, by forfeit as agreed liquidated damages.

7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.

8. The following officer, director or agent of the Bidder is also an employee of the Town of Highland Beach.

*Name Address*

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10. The following employee(s) of the Town of Highland Beach, either directly or indirectly, own an interest of 10% or more of Bidder or its affiliates or subsidiaries:

*Name Address*

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11. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

**12. Bidder acknowledges that ADDENDA NO(S). \_\_\_\_\_ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.**

**13. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.**

**14. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.**

**Failure to fully complete and sign this Bid Form may result in rejection of the Bid.**

The undersigned authorized representative of the bidder agrees to all terms and conditions stated in the Invitation to Bid, and proposes and agrees that if this bid is accepted by the Town, the bidder will enter into a standard Town contract to provide all goods and services as stated in this bid and in accordance with the terms and conditions of the Invitation to Bid.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Position:

**EXHIBIT “C” - BID FORM**

Bidder submits a base bid lump sum fee in the amount of \$\_\_\_\_\_ for the ELEVATED STORAGE TANK INLET/OUTLET PIPE REPLACEMENT, in accordance with the specifications and requirements of this Invitation to Bid.

Bidder submits a lump sum fee in the amount of \$\_\_\_\_\_ as an DEDUCT Alternative Bid Item #1 to ELIMINATE RESTRAINED COULPLINGS, in accordance with the specifications and requirements of this Invitation to Bid.

Bidder submits a lump sum fee in the amount of \$\_\_\_\_\_ as an DEDUCT Alternative Bid Item #2 to SUBSITUTE 304L SS PIPE SUPPORTS FOR 316L SS PIPE SUPPORTS, in accordance with the specifications and requirements of this Invitation to Bid

Bidder submits a lump sum fee in the amount of \$\_\_\_\_\_ as an DEDUCT Alternative Bid Item #3 to SUBSITUTE 304L SS PIPE AND EXPANSION JOINTS FOR 316L SS PIPE AND EXPANSION JOINTS, in accordance with the specifications and requirements of this Invitation to Bid



**EXHIBIT "D"**  
**CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of \_\_\_\_\_, I certify that \_\_\_\_\_ complies fully with the above requirements.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Position:

**EXHIBIT "E"**

**CONFLICT OF INTEREST STATEMENT**

This Bid is subject to the conflict of interest provisions of the policies and Code of Ordinances of the TOWN OF HIGHLAND BEACH, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the TOWN OF HIGHLAND BEACH any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the TOWN OF HIGHLAND BEACH.

CHECK ALL THAT APPLY.

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

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the policies and Code of Ordinances of the Town of Highland Beach, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

**IF ANY OF THE ABOVE STATEMENTS WERE CHECKED**, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

\_\_\_\_\_  
COMPANY OR INDIVIDUAL NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE (IF A COMPANY)

**EXHIBIT “F”**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Highland Beach (the “Town”) by:

\_\_\_\_\_ *(Print individual’s name and title)*

For: \_\_\_\_\_ *(Print name of entity submitting sworn statement)*

Whose business address is:

\_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

\_\_\_\_\_.)

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

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person

of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by, as \_\_\_\_\_(title) of \_\_\_\_\_ (name of company), on behalf of \_\_\_\_\_(type of entity).

who is personally known to me,

who produced \_\_\_\_\_ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

NOTARY PUBLIC-STATE OF \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission No. \_\_\_\_\_