

City of Marco Island Florida



CONTRACT BIDDING DOCUMENTS FOR:

Mackle Park Playground Shade Structures

(This is a rebid of ITB#2021-012)

ITB # 2021-016

March 30, 2021

CITY OF MARCO ISLAND
Lina Upham, CPPB
Purchasing and Risk Manager/Deputy City Clerk
50 Bald Eagle Drive
Marco Island, Florida 34145
Email: LUpham@cityofmarcoisland.com
Phone: (239) 389-5011

CITY OF MARCO ISLAND

ITB #2021-016

Mackle Park Playground Shade Structures

Table of Contents

| | | |
|-----------------|---|-----------|
| PART I | LEGAL NOTICE..... | 3 |
| PART II | GENERAL INFORMATION..... | 4 |
| PART III | SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES..... | 9 |
| PART IV | INSURANCE REQUIREMENTS | 11 |
| PART V | STANDARD BID SUBMITTAL FORMS | 12 |
| PART VI | STANDARD PURCHASE ORDER TERMS AND CONDITIONS | 24 |

**PART I
LEGAL NOTICE**

MARCO ISLAND, FLORIDA
INVITATION TO BID

**Mackle Park Playground Shade Structures
ITB No. 2021-016**

Sealed bid proposals will be received by the City Clerk, City of Marco Island, 50 Bald Eagle Drive, Marco Island, Florida 34145, until 3:00 PM (EST) on April 22, 2021.

GENERAL DESCRIPTION – PLEASE REFER TO BID DOCUMENT FOR DETAILED REQUIREMENTS

The City of Marco Island Parks and Recreation Department is seeking a qualified and licensed contractor to add two (2) single post swing frame 3-bay with shades, two (2) shade structures, and a tire swing frame (total of five (5) structures) to the Mackle Park playground, which is located at 1361 Andalusia Terr., Marco Island, FL 34145. Minimum designed wind speed with canopy shall be 105 MPH. Minimum design wind speed without canopy shall be 175 MPH.

Information and Bidding Documents can be obtained by downloading from www.demandstar.com or www.cityofmarcoisland.com. Please direct questions to Lina Upham, Purchasing and Risk Manager/Deputy City Clerk at: LUpham@cityofmarcoisland.com; or (239) 389-5011; or 50 Bald Eagle Drive, Marco Island, Florida 34145.

Dated this March 30, 2021

By: Michael A. McNees, City Manager

Published in Naples Daily News on 4-1-2021

**PART II
GENERAL INFORMATION**

Respondents to this solicitation or person acting on their behalf may not contact between the release of the solicitation and the end of 72 hour period following the agency posting the notice of intended award, excluding weekends and state holidays, any employee or officer of the executive or legislative branch concerning any aspects of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for disqualification.

TENTATIVE TIMELINE:

| | |
|--|----------------------------|
| Advertisement in Naples Daily News | April 1, 2021 |
| Questions due | April 12, 2021, 5 PM (EST) |
| Estimate for responses to questions | April 15, 2021, 5 PM (EST) |
| Submittals are due- | April 22, 2021, 3 PM (EST) |
| City Council approval (if over \$50,000) | May 3, 2021, 5:30 PM (EST) |
| Issued purchase order | Shortly after May 3, 2021 |

Section 1. Definitions

- 1.1 The term "Owner" used herein refers to the City Council of the City of Marco Island, or the City Manager as its duly authorized representative.
- 1.2 The term "Project Manager" used herein refers to the Owner's duly authorized representative.
- 1.3 The term "Bidder" used herein means a duly authorized firm that submits a bid directly to the Owner in response to this solicitation.
- 1.4 The term "Successful Bidder" means the most qualified, most responsible and most responsive Bidder who is awarded the contract by the City, on the basis of the Owner's evaluation.
- 1.5 The term "ITB" includes the Legal Advertisement, the Instructions to Bidders and the Bid Schedule. The term "Bid Documents" shall be deemed to mean the same as and shall be used interchangeably with the terms "Contract Bidding Documents" and "Contract Documents".
- 1.6 The term "Bid Schedule" shall mean a **completed Bid Schedule, bound in the Bid Documents**, properly signed, providing the Owner a proposed cost for providing the services or Work required in the Contract Bidding Documents.

Section 2. Preparation of the Bids

The bids must be submitted on the standard form herein furnished by the Owner (as contained in these Bidding Documents). The Bidder shall complete the bid in ink or by typewriter and shall sign the Bid correctly. The bid may be rejected if it contains any omission, alteration of

form, conditional bid or irregularities of any kind. Bids must be submitted in sealed envelopes, marked with **Mackle Park Playground Shade Structures, ITB #2021-016, and Bid opening Date and Time as it is stated in the Legal Notice, and shall be addressed to the City of Marco Island, City Clerk, 50 Bald Eagle Drive, Marco Island, Florida 34145.** If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another sealed envelope addressed as above. Bids received **at the location specified herein** after the time specified for Bid opening will be returned to the Bidder unopened and shall not be considered.

One (1) original copy of the bid document is to be submitted.

Section 3. Bid Deposit Requirements

3.1 Not Required.

Section 4. Right to Reject Bids

4.1 The Owner reserves the right to reject any and all bids or to waive informalities and negotiate directly with the apparent most qualified Bidder to such extent as may be necessary for budgetary reasons.

Section 5. Signing of Bids

5.1 ITBs submitted by a corporation must be executed in the corporate name by the president or a vice president, and a corporate seal must be affixed and attested to by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature.

5.2 Bids submitted by a partnership must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below said signature.

5.3 If Bidder is an individual, his/her signature shall be inscribed.

5.4 If signature is by an agent or other than an officer of corporation or general partner of partnership, a properly notarized power of attorney must be submitted with the ITB.

5.5 All ITBs shall have names typed or printed below all signatures.

5.6 All ITBs shall state the Bidder's state license number as well as the type of license.

5.7 Failure to follow the provisions of this section shall be grounds for rejecting the ITB as irregular or unauthorized.

Section 6. Withdrawal of Bids

6.1 Any ITB may be withdrawn at any time prior to the hour fixed in the Legal Advertisement for the opening of Bids, provided that the withdrawal is requested in writing, properly executed by the

Bidder and received by Owner prior to Bid due date and time. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid prior to the time specified for Bid opening.

Section 7. Late Submittals

7.1 No Bid shall be accepted if it is submitted and received after the time specified in the Legal Advertisement.

Section 8. Interpretation of Contract Documents

8.1 No interpretation of the meaning of the plans, specifications or other Bidding Documents shall be made to a Bidder orally. Any such oral or other interpretations or clarifications shall be without legal effect. All requests for interpretations or clarifications shall be in writing, addressed to the Purchasing and Risk Manager/Deputy City Clerk, to be given consideration. Any and all such interpretations and supplemental instructions shall be in the form of written **addendum** which, if issued, shall be **posted on www.demandstar.com** and **www.cityofmarcoisland.com**. Such written addenda shall be binding on Bidder and shall become a part of the Bidding Documents.

8.2 It shall be the responsibility of each Bidder to ascertain, prior to submitting its Bid, that it has received all addenda issued and it shall acknowledge same in its Bid. If a bid or proposal has been submitted prior to the receipt of the final addendum, a revised copy of the Form **Declaration Statement** indicating acknowledgement of receipt of that addendum or a request for withdrawal of the proposal can be emailed to the Purchasing and Risk Manager. That email must be received prior to the date and time of the advertised bid opening.

8.3 The City reserves the right to formally amend and/ or clarify the requirements of the bid specifications where it deems necessary. Any such addendum/ clarification shall be in writing and shall be posted on **posted on www.demandstar.com** and **www.cityofmarcoisland.com**.

Section 9. Examination of Site and Contract Documents

9.1 By executing and submitting its ITB, each bidder certifies that it has:

- a. Examined all bid Documents and stated requirements thoroughly;
- b. Visited the City to become familiar with local conditions that may in any manner affect performance of the Work, if applicable;
- c. Become familiar with all federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and
- d. Correlated all of its observations with the requirements of the Contract Bidding documents.

No plea of ignorance of conditions or difficulties that may exist or conditions or difficulties that may be encountered in the execution of the Work pursuant to these Contract Bidding Documents as a result of failure to make the necessary examinations and investigations shall be accepted as an excuse for any failure or omission on the part of the Successful Bidder, nor shall they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

Section 10. Award of Contract

10.1 Any prospective bidder who desires to protest any aspect(s) or provision(s) of the bid invitation shall file his protest with the City Manager in writing prior to the ITB submittal date and time.

10.2 Award of contract shall be made to the most responsive and most qualified Bidder, determined on the basis of the entire Bid and the Owner's investigations of the Bidder. When the contract is awarded by Owner, such award shall be evidenced by a Notice of Award, signed by the Purchasing and Fiscal Analyst of the Owner and delivered to the intended awardee or mailed to awardee at the business address shown in the Bid documents.

Section 11. Sales Tax

11.1 The City of Marco Island, Florida as a political subdivision of the State of Florida is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes. All successful bidders will be provided a copy of City of Marco Island's Certificate of Exemption (#85-8012632062C-5) upon contract award. Corporations, Individuals and other entities are impacted by Chapter 212, Florida Statutes according to the type of service, sale of commodity or other contractual arrangement to be made with the City. By submittal of a properly executed response to a Bid from the City of Marco Island, Florida the bidder is acknowledging that it is aware of its statutory responsibilities for sales tax under Chapter 212, Florida Statutes.

The City of Marco Island is also exempt from most Federal excise taxes. By submittal of a properly executed response to a Bid from the City of Marco Island, Florida, the bidder is acknowledging that it is aware of its responsibilities for Federal excise taxes.

Section 12. Offer Extended to Other Governmental Entities

12.1 Offer Extended to Other Governmental Entities: The City of Marco Island encourages and agrees to the successful bidder/bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/bidder.

Section 13. Applicability of the Public Records Act and Sunshine Law

Per Sec. 119.071(1)(b)2 of the Florida Statutes, all submittals and supplemental information obtained in response to this ITB are subject to the Florida Public Records Act and Sunshine Law and will be made available, after the City provides notice of an intended decision or after 30 days from the submittal date, whichever comes earlier, upon request by any person or firm.

Section 14. Questions and addendum

Written questions regarding this ITB must be submitted to **LUpam@cityofmarcoisland.com** no later than by end of business day April 12, 2021.

Addendums will be posted through **www.demandstar.com** and **www.cityofmarcoisland.com**. It is your responsibility to check for and acknowledge the receipt of all addendums (if any). Failure to do so may result in disqualification of your submittal.

Section 15. Incurred Expenses

The City is not responsible for any expenses which bidders may incur preparing and submitting letters of interest and qualifications packages called for in this Invitation to Bid.

Section 16. Request for Additional Information

The bidder shall furnish such additional information as the City may reasonably require. This includes information that indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the bidder as it deems appropriate.

Section 17. Acceptance/Rejection/Modifications to Bids

The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the evaluation process.

Section 18. Truth-In-Negotiation Certification

By submitting a response, the Bidder certifies that the wage rates and costs used to determine the compensation provided for in a resulting contract will be accurate, complete and current as of the date of the resulting contract and no higher than those charged the Bidder most favored customer(s) for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City may exercise its rights under this "certification" within one (1) year following final payment.

Section 19. Contract

City of Marco Island standard purchase order will serve as a contract for this purchase.

PART III

SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES

The City of Marco Island Parks and Recreation Department is seeking a qualified and licensed contractor to add two (2) single post swing frame 3-bay with shades, two (2) shade structures, and a tire swing frame (total of five (5) structures) to the Mackle Park playground, which is located at 1361 Andalusia Terr., Marco Island, FL 34145. Minimum designed wind speed with canopy shall be 105 MPH. Minimum design wind speed without canopy shall be 175 MPH. Playground is easily accessible to the public during the day-time hours, no appointments are needed.

All permit and inspection fees will be reimbursed by the City. City is providing a \$1,000 allowance for permits, however they will be reimbursed at the actual cost. No mark-up of any kind on permit fees is allowed.

Four (4) shade structures for the playground area:

Quantity of two (2) - Single post swing frame 3-bay with shade 16X45X15 (Item #1 & #2)

- Belt seat set 8', galvanized chain (includes twelve complete seats with all hardware)
- Install playground, including reinstalling existing tire swing at item #4.
- Removal of existing 5-bay swing with tire swing.
- Removal of existing 3-bay swing.
- Engineered drawings with calculations.

Quantity of one (1) - 35x23x11 shade (Item #3)

- 1 Dome.
- 4 Columns base place as per engineer specifications.
- Elbow stand.
- Include stainless steel cables and hardware.
- Shade installation
- Engineered drawings with calculations.

Quantity of one (1) - 19x19x15 shade (Item #4)

- 1 Dome.
- 4 Columns base place as per engineer specifications.
- Elbow stand.
- Includes stainless steel cables and hardware.
- Shade installation.
- Engineered drawings with calculations.

Quantity of one (1) – Tire swing frame

- Tire swing frame.
- Tire swing frame installation.

Additional Notes:

- Prices must include all associated shipping and handling.
- The frame and poles must be of noncombustible materials (FBC 3105.3).
- The canopy fabric must meet the fire propagation performance criteria of NFPA 701 or have a flame spread index not greater than 25 (FBC 3105.6).

The below images are solely for illustrative and bidding purpose and are not to scale.



Example of items #1 & #2:



Example of items #3 & #4A:



Example of item #4B:



PART IV INSURANCE REQUIREMENTS

All entities wishing to perform work for the City of Marco Island will be required to comply with the following minimum insurance requirements.

- | | |
|---|--|
| <ul style="list-style-type: none"> □ COMMERCIAL GENERAL LIABILITY LIMITS (MUST INCLUDE CONTRACTUAL LIABILITY) □ AUTOMOBILE LIABILITY □ WORKER'S COMPENSATION □ EMPLOYER'S LIABILITY | <ul style="list-style-type: none"> \$ 2,000,000 AGGREGATE \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 PRODUCTS-OMP/OP \$ 1,000,000 PERS & ADV INJURY \$ 1,000,000 COMBINED SINGLE LIMIT (INCLUDE HIRED AND NON-OWNED LIABILITY) STATUTORY \$ 1,000,000 EACH ACCIDENT \$ 1,000,000 DISEASE-POLICY LIMIT \$ 1,000,000 DISEASE-EACH EMPLOYEE |
|---|--|
 - THE CITY OF MARCO ISLAND, FLORIDA MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY.
- 1) The City of Marco Island City Council shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the Owner.
 - 2) This policy shall include contractual liability coverage to contemplate the indemnity provisions of this agreement.
 - 3) Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide the City with certificates of insurance meeting the required insurance provisions.
 - 4) The City of Marco Island must be named as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability.
 - 5) The City of Marco Island shall be named as the Certificate Holder. NOTE: The "Certificate Holder" should read as follows:

The City of Marco Island
Attn: Risk Manager
50 Bald Eagle Drive
Marco Island, FL 34145

6) **Thirty (30) Days Cancellation Notice is required.**

**PART V
STANDARD FORMS
(FORMS A. THROUGH J. IS YOUR BID SUBMITTAL)**

**A. DECLARATION STATEMENT
ITB #2021-016**

Full Name of Bidder:

Main Business Address:

Telephone No.: _____ Fax No. _____

Email Address: _____ @ _____

State License# _____ Type _____

To: City Manager, City of Marco Island, Florida
(hereinafter called the Owner)

The undersigned, as Bidder hereby declares that he has examined the Scope of Services and informed himself fully in regard to all conditions pertaining to the work to be done. The Bidder further declares that the only persons, company or parties interested in this Bid or the ITB to be entered into as principals are named herein; that the Bid is made without connection with any other person, company or companies making a Bid; and it is in all respects fair and in good faith, without collusion or fraud.

The services to be furnished by us shall be performed in accordance with the requirements of the Invitation to Bid #2021-016 as issued by The City of Marco Island on March 30, 2021.

Further, the Bidder acknowledges receipt of Addenda as follows:

| Addendum Number | Date Issued | Bidder's Signature (Full Name) |
|-----------------|-------------|-----------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day
_____, 202__ in the City of _____, in the State of _____.

Firm's **Complete Legal** Name

Check one of the following:

- Sole Proprietorship
- Corporation or P.A.
- Limited Partnership
- General Partnership

Phone No. _____

Fax No. _____

Email _____

Address

City, State, Zip

BY: _____

Typed and Written Signature

Title

**B. BID SCHEDULE SUMMARY
ITB #2021-016**

| Item | Total |
|---|-----------|
| 1) Item #1 - Single post swing frame 3-bay with shade 16X45X15 | \$ |
| 2) Item #2 - Single post swing frame 3-bay with shade 16X45X15 | \$ |
| 3) Item #3 - 35x23x11 shade | \$ |
| 4) Item #4A - 19x19x15 shade | \$ |
| 5) Item #4B - Tire swing frame (under Item 4A) | \$ |
| City Permit Allowance* | \$1,000 |
| Grand Total Bid Price | \$ |

* All permit and inspection fees will be reimbursed by the City. City is providing a \$1,000 allowance for those fees, however they will be reimbursed at the actual cost. No mark-up of any kind on permit and inspection fees is allowed.

Written Amount (GRAND TOTAL BID PRICE): _____

Authorized Signature: _____

Date ____/____/2021

Typed Name and Title: _____

Company Name: _____

**C. E-VERIFY
ITB #2021-016**

The City of Marco Island will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 2274A(e) of the Immigration and Nationality Act ("INA")). The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Agency.

You may also sign-up for free webinars on E-Verify which are offered by the U.S. Department of Homeland Security. To see the schedule of webinars and register, click on the following link, which will take you to the US Department of Homeland Security’s website: [E-Verify Webinars](#)

The Website for E-Verify is: <http://www.uscis.gov/e-verify>

(Contractor/ Architect/Engineer’s Signature)

Date

Name and Title of Authorized Signee

Name of Corporation, Partnership, Trust, Etc.

**D. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
ITB #2021-016**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (34 CFR, part 85, Section 85.510, Participant’s Responsibilities).

“The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Contractor’s Signature

Date _____

Name and Title of Authorized Signee

Name of Corporation, Partnership, Trust, Etc.

(SEAL)

**E. NON-COLLUSION CERTIFICATE
ITB #2021-016**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.

(Proposer's Signature)

_____ Date _____

Name and Title of Authorized Signee

Name of Corporation, Partnership, Trust, Etc.

(SEAL)

F. SWORN STATEMENT UNDER SECTION 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES ITB #2021-016

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. 2021-016 Mackle Park Playground Shade Structure

2. This sworn statement is submitted by _____ (name of entity submitting sworn statement)

whose business address is: _____

and 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:

SSN _____.)

3. My name is _____ (please print name of individual signing) and my relationship to the entity named above is _____.

4. 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 or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by

a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief the statement that 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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS 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.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person making statement) who is personally known to me or who has produced _____ (type of identification) as identification.

Affix seal here

Notary Public signature: _____

**G. CONFLICT OF INTEREST DISCLOSURE FORM
ITB #2021-016**

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal the name of any officer, director, or agent who is also an employee of the City of Marco Island.

The mere appearance of a conflict may be as serious and potentially damaging. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

(c) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(d) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

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

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

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

Company Name _____

Authorized Signature _____

Name _____

Title _____

Date _____

**H. BUSINESS LICENSES
ITB #2021-016**

BUSINESS LICENSES

Attach copies of business licenses to this form.

I. REFERENCES
ITB #2021-016

On five pages or less, provide evidence of similar, past experience that demonstrates your ability to successfully provide the services being requested in this ITB. Include names, contact information and scope of services from the past five (5) years.

**J. CHECKLIST
ITB #2021-016**

IMPORTANT: Sign in the spaces indicated and submit with your bid.

Bidder should check off each of the following items as the necessary action is completed:

1. The ITB has been signed.
2. Any required forms, qualification statements, etc. have been included.
3. Any addendums (if any) have been acknowledged.
4. Bid schedule is included

Company Name

Signature & Title

Date: _____

PART VI STANDAR PURCHASE ORDER TERMS AND CONDITIONS

City of Marco Island

Address all acknowledgements and all communications relating to this order to the Finance Department City of Marco Island, 50 Bald Eagle Drive, Marco Island, FL 34145

Conditions Governing this Purchase Order

1. THE CITY OF MARCO ISLAND IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER
2. Do not over ship or substitute. Ship exactly as ordered.
3. All material shipped by freight, express or parcel post, MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated on this order. Store-Door deliveries are not acceptable.
4. Include itemized packing slips with all shipments or deliveries. Show name of DEPARTMENT for whom delivery is intended and clearly indicate the purchase order number.
5. All materials, supplies and equipment received subject to inspection and acceptance by CITY OF MARCO ISLAND.
6. If unable to fill this order exactly in accordance with description unit and price thereon communicate at once with Finance Department and or requesting department for instructions. The City reserves the right to reject and return at shipper's expense any and all materials or supplies delivered which do not conform to our description or specifications.
7. If there is any part of this order you cannot fill promptly or within the time specified, notify the Finance Department and/or requesting department at once. In case of unreasonable delay in delivery or delivery of goods inferior to those specified, or in case of any other default of the vendor, the Finance Department shall have the right at its option to cancel this order in whole or in part, and the City may procure the goods, or services from other sources, and hold the vendor responsible for any part, and EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.
8. The vendor by accepting this order agrees to assume the defense of and hold the City of Marco Island, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.
9. The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the Finance Department and/or requesting department and before final acceptance by the Finance Department and/or requesting department all matters of dispute must be adjusted to the mutual satisfaction of the Finance Department and/or requesting department and the vendor. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.
10. All items delivered on this order are to be new unless otherwise specified.
11. SALES TAXES: The prices herein should not include any sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the vendor when submitting claim for payment.