

INVITATION TO BID

ITB 2025-PW01

VNPB Wash Plant Building



Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408-4906

April 11, 2025

Village of North Palm Beach

INVITATION TO BID ITB 2025-PW01

VNPB Wash Plant Building

The Village of North Palm Beach is seeking Bids from qualified selected firms to construct a metal building to be used as an equipment wash-down facility. This facility is located at the North Palm Beach Country Club, in the lower maintenance area. This building will house a closed-loop wash-down system and two storage areas. Contractor will also be responsible for purchasing associated wash-down equipment and coordinating installation of same with vendor.

Bid documents are available on the Village of North Palm Beach website at <http://www.village-npb.org/bids.aspx>, www.demandstar.com, or by contacting the Village Public Work's office at (561) 561-691-3440.

Sealed Bids must be clearly marked **“ITB 2025-PW01, VNPB Wash Plant Building”** and delivered to the Village Clerk at 501 US Highway One, North Palm Beach, Florida, 33408. **The deadline for submission of bids is Thursday, May 15th, 2025 at 2:00 p.m. local time.** Bids submitted after the established deadline will not be accepted and will be returned to the sender unopened.

A mandatory pre-bid meeting is scheduled for Tuesday, April 29th, 2025 at the North Palm Beach country club, 951 U.S. Highway One, North Palm Beach, Florida 33408 at 1p.m. EST. Failure to attend the mandatory pre-bid meeting may result in the rejection of your bid.

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the Bid documents. **Any questions regarding the substance of the Invitation to Bid documents or the scope of services must be submitted in writing via email to James Anthony, Facilities Manager: janthony@village-npb.org**

The Village reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to select the Bidder that it deems will best serve the interests of the Village.

VILLAGE OF NORTH PALM BEACH, FLORIDA
Chuck Huff, Village Manager

Publish: Palm Beach County Legal Notices Website
Date: 04/14/2025

Publish: DemandStar
Date: 04/14/2025

Publish: Village of NPB Website
Date: 04/14/2025

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SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

- a. *Bid: any offer(s) submitted in response to an Invitation to Bid.*
- b. *Bidder: person or firm submitting a Bid in response to an Invitation to Bid.*
- c. *Bid Solicitation, Solicitation, or Invitation to Bid: this Solicitation documentation, including any and all addenda.*
- d. *Bid Submittal Form: describes the goods or services to be purchased, and must be completed and submitted with the Bid.*
- e. *Village: shall refer to the Village of North Palm Beach, Florida.*
- f. *Contract or Agreement: The Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the Contract or agreement between the Village and the Bidder.*
- g. *Contractor: successful Bidder or Bidder who is awarded a Contract to provide goods or services to the Village.*
- h. *Public Works Department: The Public Works Department of the Village of North Palm Beach, Florida.*
- i. *Responsible Bidder: A Bidder which has the capability in all respects to perform in full the Contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.*
- j. *Responsive Bidder: A Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.*

1.2 CONE OF SILENCE

This Invitation to Bid is subject to the "Cone of Silence" provisions of Section 2-355 of the Palm Beach County Code of Ordinances. This limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

1.3 ADDENDUM

The Public Works Department may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda,

and any accompanying documentation. The vendor is required to submit with its Bid a signed "Acknowledgment of Addenda" form when any addenda have been issued.

1.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Village Ordinances and Resolutions, as well as all applicable local, State, and Federal laws and regulations.

1.5 CHANGE OF BID

Prior to the scheduled Bid opening, a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

1.6 WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Public Works Department prior to the Bid opening date may withdraw a Bid.

1.7 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.8 PROMPT PAYMENT TERMS

It is the policy of the Village of North Palm Beach that payment for all purchases by Village departments shall be made in a timely manner. The Village will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the Village. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the Village shall be forty-five (45) days from

receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Village Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Village.

1.9 DISCOUNTS (PROMPT PAYMENTS)

Discounts will not be applicable to this contract.

1.10 PREPARATION OF BIDS

- a. The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms may result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b. An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.**
- c. **A mandatory pre-bid meeting is scheduled for Tuesday, April 29th, 2025 at the North Palm Beach country club, 951 U.S. Highway One, North Palm Beach, Florida 33408 at 1p.m. EST. Failure to attend the mandatory pre-bid meeting may result in the rejection of your bid**
- d. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- e. The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- f. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- g. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

1.11 CANCELLATION OF BID SOLICITATION

The Village of North Palm Beach reserves the right to cancel, in whole or in part, any Invitation to Bid when, at the sole discretion of the Village, it is in the best interest of the Village.

1.12 AWARD OF CONTRACT

- a. The Contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The Village reserves the right to reject any and all Bids, to waive irregularities or technicalities,

and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The Village shall be the sole judge of its best interest.

- b. The Village reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined by the Village, at the sole discretion of the Village, to be in the Village's best interest to do so.
- c. The Village reserves the right to negotiate prices **with the responsive and responsible low Bidder**, provided that the scope of work of this Solicitation remains the same.
- d. The Bidder's performance as a prime Contractor or subcontractor on previous Village Contracts may be taken into account in evaluating the Bid received for this Bid Solicitation.
- e. The Village will provide a copy of the Bid Tabulation to all Bidders responding to this Solicitation.
- f. The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the awarded Bid, the purchase order, and any change order(s) shall constitute the Contract.
- g. The Public Works Director will decide all tie Bids.
- h. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- i. The Village reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the Village deems necessary.

1.13 CONTRACT EXTENSION

Contract extensions will not be applicable to this contract.

1.14 WARRANTY

All warranties express and implied shall be made available to the Village for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the Village, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

1.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the Village's anticipated needs and/or usage; and (b) the Village may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the Contract period. The Village is not obligated to place any

order for the given amount subsequent to the award of this Bid Solicitation.

1.16 NON-EXCLUSIVITY

It is the intent of the Village to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the Village reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other Contracts, use of any Contractor, or perform the work with its own employees.

1.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the Village and the successful Bidder, continue until completion at the same prices, terms, and conditions.

1.18 LAWS AND REGULATIONS

The awarded Bidder shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

1.19 LICENSES, PERMITS AND FEES

The awarded Bidder shall hold all licenses and/or certifications, obtain, and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Village or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder. The Village will reimburse the awarded Bidder all required permit fees.

1.20 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Village. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Village may result in termination of the Contract for default.

1.21 ASSIGNMENT

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this Contract, including any rights, title, or interest therein, or its power to execute such Contract to any person, company, or corporation without the prior written consent of the Village. Assignment without the prior consent of the Village may result in termination of the Contract for default.

1.22 RESPONSIBILITIES AS EMPLOYER

The employee(s) and agent(s) of the awarded Bidder shall be considered to be at all times its employee(s and agent(s)), and

not an employee(s) or agent(s) of the Village or any of its departments. The awarded Bidder shall provide physically competent employee(s) or agent(s) capable of performing the work as required. The Village may require the awarded Bidder to remove any employee or agent it deems unacceptable. All employees and agents of the awarded Bidder shall wear proper identification.

1.23 INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village or its elected officials, officers, employees, agents, and instrumentalities as herein provided.

If the Contract is for construction of a Village project, the Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Village, its elected officials, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of the Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Village and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees

that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes.

1.24 COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any Village purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the Village, stating either that the Bidder is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the Bidder's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Village. Any person or entity that fails to submit the required affidavit shall be ineligible for Contract award.

1.25 MODIFICATION OF CONTRACT

The Contract may be modified by mutual consent, in writing, through the issuance of a modification to the Contract, a supplemental agreement, purchase order, or change order, as appropriate.

1.26 TERMINATION FOR CONVENIENCE

The Village, at its sole discretion, reserves the right to terminate any Contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the Contract. The Village shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The Village shall be the sole judge of "reasonable costs."

1.27 TERMINATION FOR DEFAULT

The Village reserves the right to terminate any Contract, in part or in whole, or place the awarded Bidder on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. The awarded Bidders' failure to timely cure any default shall serve to automatically terminate any Contract entered into pursuant

to this ITB. The Village further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate Village ordinances, resolutions, and/or policies. The awarded Bidder will be notified by letter of the Village's intent to terminate. In the event of termination for default, the Village may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

1.28 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its Contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The Village, as a further sanction, may terminate or cancel any other Contracts with such individual or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.29 ACCESS AND AUDIT OF RECORDS

The Village reserves the right to require the awarded Bidder to submit to an audit by an auditor of the Village's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to the Contract, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to the Contract, and upon request, make them available to the Village for three (3) years following expiration of the Contract. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards.

1.30 OFFICE OF THE INSPECTOR GENERAL

In accordance with Palm Beach County Ordinance No. 2011-009, the Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Bidders should review Palm Beach County Ordinance No. 2011-009 in order to be aware of their rights and/or obligations under such ordinance and as applicable.

1.31 PRE-AWARD INSPECTION

The Village may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

1.32 PUBLIC RECORDS AND PROPERTY OF THE VILLAGE

Any material submitted in response to this Invitation to Bid shall become a public record and shall be subject to public disclosure in accordance with the Florida Public Records Law (Chapter 119, Fla. Stat.), except as otherwise provided by Chapter 119 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, and the Bidder shall cite the specific section of the law creating the exemption for such information. The Village reserves the right to make all determinations concerning the applicability of the Florida Public Records Law to any record submitted in response to this ITB.

All material submitted in response to this Solicitation becomes the property of the Village. The Village has the right to use any or all ideas presented in any response to this Solicitation, whether amended or not, and disqualification or rejection of a Bid does not affect this right.

*This Solicitation and all transactions contemplated by the resultant Contract shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. **The Village and Bidders knowingly, voluntarily and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Solicitation and the Contract.***

Prior to the filing of any claim, proceeding or litigation related to the Invitation to Bid or resulting contract, all claims, counter-claims, disputes, and other matters in questions between the Bidder and the Village will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding, or litigation.

1.33 **ADDITIONAL FEES AND SURCHARGES**

Unless provided for in the Contract, the Village will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

1.34 **COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under the Contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

1.35 **COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which address Affirmative Action requirements for disabled workers, are incorporated into this Solicitation and resultant Contract by reference.

1.36 **BINDING EFFECT AND NO THIRD-PARTY BENEFICIARIES**

All of the terms and provisions of the Contract, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

Nothing in the Contract shall be construed as giving any rights or benefits to any third-party other than the Village and the awarded Bidder.

1.37 **ANNUAL APPROPRIATION**

The Village's obligation pursuant to any Contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any Contract or agreement awarded shall result in automatic termination of the Contract or agreement. A non-appropriation event shall not constitute a default or breach of said Contract or agreement by the Village.

1.38 **GOVERNING LAW, VENUE, DISPUTES, AND REMEDIES.**

1.39 **ATTORNEY'S FEES**

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this Solicitation, the Contract or interpret same, or if any administrative proceeding is brought for the same purposes, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including appellate fees and costs.

1.40 **EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

The Village of North Palm Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of Contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of the Contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the Contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The awarded Bidder further acknowledges and agrees to provide the Village with all information and documentation that may be requested by the Village from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with the Contract.

1.41 **AVAILABILITY OF CONTRACT TO OTHER VILLAGE DEPARTMENTS**

It is agreed and understood that any Village department or agency may access the Contract and purchase the goods or

services awarded herein. Each Village department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.

1.42 CRIMINAL HISTORY BACKGROUND CHECKS

Prior to Contracting with a Bidder, the Village may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The Bidder will be required to sign an authorization for the Village to access criminal background information. The costs for the background checks shall be borne by the Village.

1.43 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant Contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.

1.44 PURCHASE OF OTHER ITEMS

The Village reserves the right to purchase other related goods or services, not listed in the Solicitation, during the Contract term. When such requirements are identified, the Village may request price quote(s) from the awarded Bidder(s) on the Contract. The Village, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another Contract vendor, or a non-Contract vendor.

1.45 CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach. Further, all Bidders must disclose the name of any Village employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the Village.

1.46 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity; may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

1.47 COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the Village of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the Village.

1.48 FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the Contract, it is hereby agreed and understood that the Village reserves the authority to cancel the Contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the Village exercises this authority, the Village shall be responsible for payment to the awarded Bidder for work that was completed, and items delivered by the awarded Bidder and accepted by the Village in accordance with the Contract specifications. The Village may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original Contract price which were incurred by the Village as a result of having to secure the services of another vendor.

1.49 CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the Village, within three (3) calendar days after the Village notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the Village may (a) place the awarded Bidder in default of its Contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the Village for this work or items, either through a credit memorandum or through invoicing.

1.50 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this Contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the Village.

1.51 OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of

work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

1.52 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Village by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the Contract cancelled; or (2) the Village may require the awarded Bidder to replace the materials at the Bidder's expense.

1.53 TAXES

The Village of North Palm Beach is exempt from Federal and State taxes for tangible personal property. The Village is exempt from the payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fill any contractual obligations with the Village, nor is the Contractor authorized to use the Village's Tax Exemption Number in securing such materials.

1.54 BIDDER'S COSTS

The Village shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.

1.55 SUBSTITUTION OF PERSONNEL

It is the intention of the Village that the awarded Bidder's personnel proposed for the Contract shall be available for the initial Contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Village's approval. In the event the substitute personnel are not satisfactory to the Village, and the matter cannot be resolved to the satisfaction of the Village, the Village reserves the right to cancel the Contract for cause.

1.56 FORCE MAJEURE

The Village and the awarded Bidder are excused from the performance of their respective obligations under the Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the Contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

1.57 NOTICES

Notices shall be effective when received at the addresses specified in the Contract. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Bidder and the Village of North Palm Beach.

1.58 SEVERABILITY

Any provision or part of this Solicitation or the resulting Contract held to be void or unenforceable shall be deemed stricken and all remaining provisions shall be deemed valid and enforceable to the extent permitted by law. The Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

1.59 SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Pursuant to Section 287.0571, Florida Statutes, the Village may not request documentation of or consider a vendor's

social, political, or ideological interests when determining if the vendor is responsible. Further, the Village may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

The Bidder and any subcontractor utilized by the Bidder shall have no lien rights regarding any property owned by the Village or otherwise.

1.60 NO CONTINGENT FEES

The Bidder represents and warrants to the Village that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure the contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide personnel working solely for the Bidder any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of the contract. Further, the Bidder also acknowledges that it has not agreed as an expressed or implied condition for obtaining the contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out the contract. It is understood and agreed by the Bidder that, upon the breach or violation of this provision, the Village shall have the right to terminate the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Bidder.

1.63 SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver of Village's sovereign immunity, the limits of Section 768.28, Florida Statutes, nor the Village's consent to be sued by third parties. The provisions and limitations of Section 768.28, Florida Statutes, are deemed to apply to the resulting contract to claims or actions arising in tort and/or contract.

1.61 INDEPENDENT CONTRACTOR

The status of the Bidder under any resulting contract is that of an independent contractor. Nothing herein shall create or be construed as creating a partnership or joint venture between the Village and the Bidder. The Bidder does not have the power or authority to bind the Village in any promise, contract, or representation other than as specifically provided for herein (if any).

1.64 IRON AND STEEL PRODUCTS

If the Contract is for a "public works project" as defined in Section 255.0993, Florida Statutes, or for the purchase of materials for a public works project, any iron or steel product permanently incorporated in the Project must be produced in the United States unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

1.65 LUMBER, TIMBER, AND OTHER FOREST PRODUCTS

If the Contract is for public work for the construction of public bridges, buildings, or other structure, lumber, timber, and other forest products must be produced and manufactured in the State of Florida, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal to out of state materials, unless otherwise exempted pursuant to Section 255.20(3)(b), Florida Statutes.

1.62 NO LIEN RIGHTS

SECTION 2 SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to execute the construction of the Village of North Palm Beach Wash Plant Facility located at the NPB Country Club, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

2.2 CONTRACT MEASURES AND PREFERENCES

Intentionally Omitted

2.3 PRE-BID CONFERENCE

A mandatory pre-bid meeting is scheduled for Tuesday, April 29th, 2025 at the North Palm Beach country club, 951 U.S. Highway One, North Palm Beach, Florida 33408 at 1p.m. EST. Failure to attend the mandatory pre-bid meeting may result in the rejection of your bid.

2.4 TERM OF CONTRACT

The Contract Term shall commence on the date of the duly executed Contract, and shall remain in effect for three (3) months, contingent upon the completion and submittal of all required bid documents, and permit close-outs. The Contract shall expire three (3) months after the Contract Notice to Proceed (NTP) date.

2.5 OPTIONS TO RENEW

Renewal options are not included with this contract solicitation.

2.6 VENDOR REQUIREMENTS

The Village will award the Contract to the lowest priced responsible Bidder. The responsible Bidder must successfully demonstrate that they:

- i. Have been in continuous business as a generator contractor under the same business name in the state of Florida for the past five (5) years from the date this ITB is due;
- ii. Have served as the prime general contractor and successfully completed a minimum of two (2) similar projects within the past five (5) years each of which (a) had a cost of \$500,000.00 or more, (b) were within the United States, and (c) consisted of size, scope and complexity similar to the Project;
- iii. Can provide evidence of the successful construction or renovation of similar projects.

The Village reserves the sole right to waive any of the requirements outlined above in selection of a contractor to provide the requested services.

2.7 PRICES

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the Contract Term, except for any price adjustments that may be allowed elsewhere in this Contract.

2.8 PRICE ADJUSTMENTS

Price adjustments will not be applicable to this contract.

2.9 EXAMINATION OF SERVICE AREA

The Village will make arrangements for the awarded Bidder to examine the areas where services are to be performed, if requested by the awarded Bidder.

2.10 EQUAL PRODUCTS

Equal products may be utilized with written authorization from the Village of North Palm Beach.

2.11 TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES

Time is of the essence in all respects under the Contract, and the parties agree that the Village will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Village if the work is not completed on time. Accordingly, instead of requiring any such proof, the Village and awarded Bidder agree that as liquidated damages for delay (but not as a penalty) the awarded Bidder shall pay to the Village an amount equal to \$1000.00 per day for each calendar day that expires after the time specified for completion. Liquidated damages may be deducted from payments due to the Awarded Bidder.

2.12 INSURANCE

The awarded Bidder shall not commence any performance pursuant to the terms of this Bid until certification or proof of insurance has been received and approved by the Village.

The required insurance coverage must be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Village of North Palm Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Village of North Palm Beach.

The awarded Bidder must submit a current Certificate of Insurance, naming the "Village of North Palm Beach, its elected officials, employees, and agents" as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Village upon expiration.

The awarded Bidder shall provide insurance coverage as follows:

i. WORKERS COMPENSATION

Awarded Bidder shall carry Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The Village reserves the right not to accept exemptions to the Workers Compensation requirements of this Solicitation.

ii. COMPREHENSIVE GENERAL LIABILITY

Awarded Bidder shall carry Comprehensive General Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000.00); and include Products/Completion Liability

of Two Million Dollars (\$2,000,000). Such certificate shall list the Village as additional insured.

NOTE: If Comprehensive General Liability limits are less than Two Million Dollars (\$2,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than Two Million Dollars (\$2,000,000.00).

iii. AUTOMOBILE LIABILITY

Awarded Bidder shall carry Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.

The awarded Bidder shall agree to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the awarded Bidder shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the firm enter into such a contract on a pre-loss basis.

The awarded Bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of North Palm Beach its elected officials, employees, and agents as an additional insured.

2.13 BID BOND/GUARANTY
Intentionally Omitted

2.14 PERFORMANCE BOND
As required by Section 255.05(1), Florida Statutes, the awarded Bidder shall record in the public records a statutory payment and performance bond prior to commencing work.

2.15 CERTIFICATIONS
Any Bidder which submits an offer in response to this Solicitation shall, at the time of such offer, hold the applicable certificate or license, issued by the State or County Examining Board qualifying the Bidder to perform the work under this Contract. A copy of the License or Certificate should be submitted with the Bid.

2.16 METHOD OF PAYMENT
The awarded Bidder shall submit an invoice to the Village department after the work has been completed and accepted by the Village. The date of the invoice shall not exceed thirty (30) calendar days from completion and acceptance of the work. Under no circumstances shall the invoice be submitted to the Village in advance of the completion and acceptance work. The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the work performed, the Contract number, purchase order number, and any discounts.

2.17 DELIVERY REQUIREMENTS
Intentionally Omitted

2.18 WARRANTY REQUIREMENTS

In addition to all other warranties that may be supplied by the Bidder, the Bidder shall warrant its products and/or services against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the Village. This warranty requirement shall remain in force for the full period, regardless of whether the Bidder is under Contract with the Village at the time of defect. Any payment by the Village on behalf of the services received from the Bidder does not constitute a waiver of these warranty provisions.

2.19 ADDITIONAL DEPARTMENTS

Although this Solicitation and resultant Contract identifies the Public Works Department as the main user department of the Contract, it is hereby agreed and understood that any Village department or agency facility may be added to the Contract at the option of the Village, for similar services.

2.20 CLEAN UP

The awarded Bidder shall remove all unusable materials and debris from the work areas at the end of each workday, and dispose of same in an appropriate manner. Upon final completion, the awarded Bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the Village's authorized representative.

2.21 DEMONSTRATION OF EQUIPMENT

Intentionally Omitted.

2.23 HOURLY RATE

The hourly rate quoted shall be deemed to provide full compensation to the awarded Bidder for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

The hourly rate shall be paid based on each actual hour worked, or part thereof.

2.24 PATENTS AND ROYALTIES

The awarded Bidder, without exception, shall indemnify and hold harmless the Village and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Bidder. The awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the awarded Bidder, or is based solely and exclusively upon the Village's alteration of the article. The Village will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Bidder may, at its option and expense, procure for the Village the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Village agrees to return the article, upon request to the awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2.25 PRE-CONSTRUCTION CONFERENCE

The awarded Bidder shall schedule a Preconstruction Conference, with the Village of North Palm Beach Public Works Department, within ten (10) days of notification of award. The Preconstruction Conference shall be held a minimum of fifteen (15) business days in advance of construction commencement.

2.26 RELEASE OF CLAIM REQUIRED

Pursuant Section 255.073, *Florida Statutes* all payments to the subcontractors shall be made by the awarded Bidder within ten (10) days of receipt of the partial payment from the Village. With the exception of the first partial payment, the awarded Bidder must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the project within ten (10) days after receipt of the partial payment by the awarded Bidder for monies due such subcontractors and suppliers as a result of a percentage of the work completed. The awarded Bidder must provide the Village's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the awarded Bidder. In the event such affidavits cannot be furnished, the awarded Bidder may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded Bidder fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

2.27 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

No subcontracting will be allowed for the work projects contemplated in the Contract resultant from this Solicitation. However, for certain projects or emergencies, the Village may allow the awarded Bidder to sub-contract some of the work, if such sub-contracting is deemed necessary, by the Village, for the effective and proper completion of the work.

2.29 OTHER FORMS OR DOCUMENTS

If the Village is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder's forms or documents.

2.30 CONDITIONS OF WORK; DAMAGES

If property (public or private) is damaged while the awarded Bidder is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the awarded Bidder in a manner acceptable to the Village. The property shall include, but not be limited to: boat docks, boat lifts, pilings, playing field surfaces, irrigation installations, structures, parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.

The awarded Bidder shall submit to the Village for review, pictures or video of the work site(s) having pre-existing damage to structures, playing field surfaces, irrigation and drainage installations, parkways, sidewalks, approaches, sod, swales, adjacent improvements, etc. before beginning work. Failure to do so shall obligate the awarded Bidder to make repairs as per the terms of this Section.

Notwithstanding the above, the awarded Bidder must take all necessary and reasonable precautions to prevent disruption or damage to Village facilities and properties, and private properties. If the awarded Bidder believes that work assigned may cause unpreventable damage, the awarded Bidder must bring the situation to the attention of the authorized Village representative so that mitigation methods can be developed. Such mitigation efforts by the Village, shall not absolve the awardee Bidder from responsibility to repair and make good any damage to public or private property.

2.31 HOURS OF WORK

The Village’s normal hours of work are: Mondays – Fridays, 8:00am – 5:00pm; except for holidays. Any work performed outside these hours shall be properly identified and categorized as after-hours or weekend work.

Since emergencies may occur at any time, emergency work will be compensated based on the specific rates offered by the awarded Bidder for such work, whether the work is performed during normal working hours, weekends, or on holidays.

2.32 APPEARANCE

The awarded Bidder(s) shall be responsible for the appearance of all its employees while assigned on Village projects. The Bidder’s employees must wear clean clothing, and attire acceptable to the Village, and must meet all appropriate protective and safety regulations.

2.33 PAYMENT

The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the project. Contractor’s invoices shall be submitted to:

Village of North Palm Beach
Attn: Jennifer Gorman
645 Prosperity Farms Rd.
North Palm Beach FL, 33408

The Village’s Public Works Director or designee will review each invoice submitted by the Contractor. If approved, the Village will make payment in accordance with the Contract Documents. If not approved, the Village will notify the Contractor within twenty (20) business days of the Village’s receipt and identify the action necessary to correct the invoice or a deficiency.

Payment to the Contractor shall be made pursuant to the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as provided herein. Specifically, in accordance with Section 255.078, Florida Statutes, the Village will withhold five percent (5%) of each payment to the Contractor as retainage. Retainage shall be released to the Contractor in accordance with Section 218.735, Florida Statutes, and as set forth in this Contract.

In accordance with Section 255.077, Florida Statutes, upon substantial completion, the Contractor shall notify the Village the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Village shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request (“Punch List Walkthrough”). The Village shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Village no later than thirty (25) days after

reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Village and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

Upon final completion and acceptance of the work in accordance with the ITB and the Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Village), the Contractor shall submit a “final invoice” to the Village. In order for both parties to close their books and records, the Contractor will clearly state “FINAL” on the Contractor’s final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Village. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor’s Final Invoice is approved as set forth above, the Village shall pay the remainder including any amount held as retainage.

Notwithstanding the foregoing, the Village shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Village.

Final payment shall not become due until the Contractor and all of its subcontractors, who timely filed notices to owner, submit to the Village releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the project.

Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

2.34 EXCLUSIVITY

The Contract to be awarded under this Solicitation shall be exclusively awarded to a single Bidder.

SECTION 3 SCOPE OF SERVICES

3.1 GENERAL REQUIREMENTS

The Village of North Palm Beach is seeking Bids from qualified firms to provide construction services, within the Village of North Palm Beach, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

The awarded Bidder will provide services in accordance with the approved construction plans contained in Section 8 – Plan Exhibits.

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before Thursday, May 15th 2pm (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder’s name, return address, “Invitation to Bid – VNPB Wash Plant Building”, due date for Bids, and the title of the Bid. Included in the envelope shall be **one (1) original and one (1) electronic version on CD or a thumb drive in a usable PDF format.** If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive. The original should be marked “ORIGINAL”, and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid:

Due Date and Time: Thursday, May 15th, 2025 (2pm local time)

Name of Bidder

**SECTION 4
COMPANY SUMMARY INFORMATION**

4.1 SUMMARY INFORMATION

To be considered for evaluation to be added to the Vendor Pool, the Bidder must submit the following Company Summary information.

Name of Firm: _____

Owner or Principal: _____

Years in Business: _____

Number of Employees: _____

Name of Primary Contact: _____

Telephone of Primary Contact: _____

NOTE: The Bidder shall attach additional information demonstrating they:

- are a licensed and bonded General Contractor within Florida.

**SECTION 5
ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

- Addendum #1, Dated _____
 - Addendum #2, Dated _____
 - Addendum #3, Dated _____
 - Addendum #4, Dated _____
 - Addendum #5, Dated _____
 - Addendum #6, Dated _____
 - Addendum #7, Dated _____
 - Addendum #8, Dated _____
 - Addendum #9, Dated _____
 - Addendum #10, Dated _____
-
-

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date _____

**SECTION 6
BID SUBMITTAL SIGNATURE PAGE**

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different than Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____ days' net _____ days

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF
CREDIT FORMAT

7.1 **AFFIDAVITS**

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Conflict of Interest Disclosure Form
- b. Notification of Public Entity Crimes Law
- c. Drug-Free Work Place
- d. Sworn Statement on Discrimination
- e. Scrutinized Vendor Certification
- f. Trench Safety Affidavit [if applicable]
- g. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder’s firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term “conflict of interest” refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

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

- _____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, Contracts, or property interest for this Bid.
- _____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, Contracts, or property interest for this Bid.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

**SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a),
FLORIDA STATUTES, ON DISCRIMINATION**

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

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 "discrimination" as defined in Section 287.134(1) (b), **Florida Statutes**, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1) (a), **Florida Statutes**, means:

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the 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 entity controls another entity.

4. I understand that an "entity" as defined in Section 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.

5. 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 placed on the discriminatory vendors list.

_____ 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 placed on the discriminatory vendors list.

_____ 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 placed on the discriminatory vendors list. 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 discriminatory vendors list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH 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)

The foregoing document was sworn and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20__ by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Village of North Palm Beach, Florida

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: _____)

- 1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.

- 2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List; and
 - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Bids for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney’s fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20__ by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me by means of __ physical presence or __ online notarization this _____ day of _____ 20__, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

TRENCH SAFETY AFFIDAVIT (IF APPLICABLE)

_____ (Bidder) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench Excavation, in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the Bids and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below (attach additional sheets as necessary):

Schedule Item	Trench safety Measure (Slope, Trench Shield, etc.)	Cost
		\$
		\$
		\$
		\$
		\$
	TOTAL	\$

 (Signature)

 (Date)

STATE OF _____

COUNTY OF _____

Subscribed and sworn to (or affirmed) before me by means of ___ physical presence or ___ online notarization on _____ (date) by

_____ (name). He/She is personally known to me or has

Presented _____ (type of identification) as identification.

 Notary Public Signature and Seal

 Print Notary Name and Commission No.

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

SAMPLE CONTRACT FORMAT

Below is the standard contract format for this Invitation to Bid. This is a sample contract only and is subject to revisions. PLEASE DO NOT COMPLETE.

CONTRACT

THIS CONTRACT is hereby made and entered into this ____ day of _____, 20__, (the “effective date”) by and between the Village of North Palm Beach, a Florida municipal corporation (“Village”), whose address is 501 U.S. Highway One, North Palm Beach, Florida 33408, and _____, a corporation (hereafter referred to as “Contractor”), whose address is _____.

WHEREAS, the Village desires to retain the services of the Contractor to provide the goods and services in accordance with the Village’s Invitation to Bid No. _____, and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the Village agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Contract shall include and amendments hereto and shall incorporate the terms, conditions, and specifications set forth in the Village’s Invitation to Bid No. _____, and the Contractor’s response to the Invitation to Bid, including all documentation required thereunder (the “Contract Documents”). In resolving conflicts in any of the Contract Documents, the order of contract precedence shall be any amendments to this Contract and then this Contract and then the Village’s Invitation to Bid No. _____ and then the Contractor’s response to the Invitation to Bid.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the Village’s Invitation to Bid, which are incorporated herein by reference (“Work”).

ARTICLE 3. COMPENSATION

The Village shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Contract shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the Village: Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408
Attn: Village Manager
Email:

- ii. with a copy to: Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, Florida 33408
Attn: Assistant Director Public Works
Email:

- iii. As to the Contractor: _____

Attn.: _____
Email: _____

b. Headings. The headings contained in this Contract are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract.

c. Effective Date. The effective date of this Contract shall be as of the date it has been executed by both the parties hereto.

d. Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

e. Counterparts: This Contract and all amendments thereto may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

ARTICLE 5. CONTRACT TERM

a. This Contract shall remain in effect until such time as the Work is completed, inspected, and accepted by the Village, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of the Contract.

b. The services provided by Contractor shall be commenced subsequent to execution and approval of this Contract by the Village and upon written notice from the Village to Contractor to proceed and shall be completed within **ninety (90) calendar days**.

ARTICLE 6. E-VERIFY

Contractor warrants and represents that Contractor and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. Contractor has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly

hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the Village has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Contract pursuant to Section 448.095(5), Florida Statutes, as may be amended. If the Village has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but Contractor has otherwise complied, it shall notify Contractor, and Contractor shall immediately terminate its contract with the subcontractor.

ARTICLE 7. PUBLIC RECORDS

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: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, Contractor shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the Village to perform the service.
- b. Upon request from the Village's custodian of public records, provide the Village with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Village.
- d. Upon completion of the Contract, transfer, at no cost, to the Village all public records in possession of Contractor or keep and maintain public records required by the Village to perform the services. If Contractor transfers all public records to the Village upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

ARTICLE 8. HUMAN TRAFFICKING

Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates hereinafter written.

VILLAGE OF NORTH PALM BEACH, FLORIDA

[SEAL]

By: _____
_____, Mayor

ATTEST:

By: _____
Jessica Green, CMC, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Leonard G. Rubin, Village Attorney

CONTRACTOR

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20__ by _____, as _____, of _____, a company authorized to do business in the State of Florida, and ___ who is personally known to me or ___ who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ [Contractor], to the same.

Notary Public

Print Name: _____
My commission expires: _____

SECTION 8
PLANS & EXHIBITS

1. PDF: 2025-04-04 - VNPB METAL BUILDING BID SET (*SEE ATTACHED*)
2. PDF: HD245051 - Village of North Palm Beach (VNPB) Metal Building – signed (*SEE ATTACHED*)
3. PDF: HD247027 - North Palm Beach Country Club - Gopher Tortoise & Florida Burrowing Owl Survey Report (*SEE ATTACHED*)
4. PDF: HD247027- NPBCC Improvements Phase 1 ESA_Final Draft_9.5.2024 (*SEE ATTACHED*)

SECTION 9

SOLICITATION SUMMARY

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation to Bid: **VNPB Wash Plant Building**

Due Date and Time: **Thursday, May 15th, 2025 2pm (local time)**

Name of Bidder: _____

Address: _____

Contact Person: _____

Bid Amount(s): _____

Authorized Signature: _____

Date: _____

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.