

## **STATEMENT OF TERMS AND CONDITIONS**

**PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**INDEMNIFICATION:** The successful Supplier agrees to indemnify and hold harmless the Village Center Community Development District, Sumter Landing Community Development District, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton Community Development District A, Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District, Village Community Development Districts 1-16 and their elected officials, employees and volunteers and defend and indemnify the Districts and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.

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

**ANTITRUST LAWS:** By submission of a signed RFP/ITB, the successful Supplier acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

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

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

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

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

**TAXES:** The Village Center Community Development District, Sumter Landing Community Development District, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton Community Development District A, Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District and Village Community Development Districts 1-16 are exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request and/or found on the District website at [www.Districtgov.org](http://www.Districtgov.org)

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

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

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

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

**CONTRACTOR RESPONSIBILITY:** Respondents are fully and completely responsible for the labeling, identification and delivery of their RFP/ITB submittals. District Staff will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

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

The VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT, BROWNWOOD COMMUNITY DEVELOPMENT DISTRICT, COLEMAN RIDGE COMMUNITY DEVELOPMENT DISTRICT, MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A, WILDWOOD UTILITY DEPENDENT DISTRICT, MIDDLETON DOWNTOWN COMMUNITY DEVELOPMENT DISTRICT, EASTPORT COMMUNITY DEVELOPMENT DISTRICT, VILLAGES PUBLIC SAFETY DEPARTMENT DEPENDENT DISTRICT AND VILLAGE COMMUNITY DEVELOPMENT DISTRICTS 1-16, are

political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or the best interest of the Districts. Submittals not meeting stated minimum terms and qualifications may be rejected by the Districts as non-responsive. The Districts reserve the right to reject any or all submittals without cause. The Districts reserve the right to reject the submission of any Respondent in arrears or in default upon any debt or contract to the Districts, or who has failed to perform faithfully any previous contract with the Districts or with other governmental agencies.

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

**PREPARATION OF PROPOSALS/BIDS:**

**SIGNATURE OF THE RESPONDENT:** The Respondent must sign the RFP/ITB submittal forms in the spaces provided for signature. If the Respondent is an individual, the words "doing business as \_\_\_\_\_" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Respondent is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Respondent shall state in the RFP/ITB submittal forms the name and address of each person interested therein.

**BASIS FOR RFP/ITB SUBMITTAL PRICING:** The price proposed for each item shall be on a lump sum or unit price basis according to specifications in the RFP/ITB documents. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

**TOTAL PROPOSED PRICE/TOTAL CONTRACT SUM PROPOSED:** If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/ITB submittal form. In the event that there is a discrepancy on the RFP/ITB submittal form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

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

**OBLIGATION OF WINNING RESPONDENT:** The contents of the RFP/ITB submittal of the successful Respondent will become contractual obligations if acquisition action ensues. Failure of the successful Respondent to accept these obligations in a contract may result in cancellation of the award and such Supplier may be removed from future participation.

**INTENT TO AWARD:** It is the Districts intent to select a Supplier within **sixty (60) calendar days** of the deadline for receipt of the RFP/ITB submittal. However, Proposals/Bids will be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/ITB submittal.

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

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

**TIMELINESS:** All work will commence upon authorization from the District Representative (End Using Department) and Purchasing Department. The Supplier shall commence the work upon receipt of Notice to Proceed and/or Order Placed (purchase order presented), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein. All work will proceed in a timely manner without delays.

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

**ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGYBACK"):**

By submitting a RFP/ITB, the successful Respondent acknowledges that other Public Agencies may seek to "Piggyback" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in their submittal, for the same prices and/or terms proposed. Successful Respondent has the option to agree or disagree to allow contract Piggybacks on a case-by-case basis. Before a Public Agency is allowed to Piggyback any contract, the Agency must first obtain the Suppliers's approval – without the Supplier's approval, the seeking Agency cannot Piggyback.

**PLANS, FORMS & SPECIFICATIONS:** RFP/ITB documents for this project are available free of charge to download on the District website at [www.Districtgov.org](http://www.Districtgov.org). Documents may also be accessed on DemandStar at [www.DemandStar.com](http://www.DemandStar.com) (Supplier must pay any DemandStar fees or any shipping). These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Respondents are required to use the official RFP/ITB submittal forms, and all attachments itemized herein are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal/bid.

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

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

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

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

ACKNOWLEDGED:

Signature

Date

***This document must be completed and returned with your Submittal***