



Septic to Individual Distributed Wastewater Treatment Systems 2024-WW003

Solicitation Number: 2024-WW003

Solicitation Title: SEPTIC TO INDIVIDUAL DISTRIBUTED WASTEWATER TREATMENT SYSTEMS WITH COMPLETE OPERATION AND MAINTENANCE

Pre-Solicitation Conference: See Section 3.0

Last Day to Ask Questions: 11/28/2024

CLOSING DATE: 12/03/2024

CLOSING TIME: 3:00 P.M. Eastern Vendors shall complete and return all information requested by the specified time and date or Submittal shall be rejected.

OPENING TIME: 3:15 P.M. Eastern solicitation opening at Town Hall, 17404 Sixth St., Montverde, FL 34756

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1.0 PURPOSE OF REQUEST SOLICITATION The purpose of this solicitation is to solicit competitive sealed submittals to furnish SEPTIC TO INDIVIDUAL DISTRIBUTED WASTEWATER TREATMENT SYSTEMS for Montverde, Florida. This solicitation is officially posted on the Town’s website exclusively.

1.1 EXHIBITS

- Exhibit A – Scope of Work
- Exhibit B – Insurance Requirements
- Exhibit C – General Terms and Conditions
- Exhibit D – Davis-Bacon Act Poster
- Exhibit E – Davis-Bacon Wage Determination

1.2 ATTACHMENTS

- Attachment 1 – Submittal Form
- Attachment 2 – Pricing Sheet
- Attachment 3 – Reference Form
- Attachment 4 – Equipment Listing
- Attachment 5 – Performance and Payment Bonding Form

2.0 POINT OF CONTACT Direct all inquiries to the Town Manager (official point of contact) listed: Paul Larino, Telephone: 407-469-2681 E-mail: townmanager@mymontverde.com

3.0 PRE-PROPOSAL CONFERENCE N/A

4.0 QUESTIONS, EXCEPTIONS, AND ADDENDA Vendors must examine all solicitation documents including the General Terms and Conditions. All communication, inquiries, or requests for exceptions are to be directed to the Town Manager listed in Section 2.0. The last day for questions or requests for exceptions is 11/28/2024. An addendum may be issued in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. No answers given in response to questions submitted will be binding upon this solicitation unless released in writing as an addendum to the solicitation and posted on the Formal Solicitations site (mymontverde.com) for this solicitation. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued will prevail. It is the Vendor’s responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award. The solicitation due date is static unless notified via addendum. Process clarification or procedure questions may be asked at any time to the Town Manager.

5.0 METHOD OF AWARD Each Submittal will be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this Solicitation. (Responsive)
- B. The greatest benefits to the Town of Montverde as it pertains to: (Responsible)
 - 1. Firm’s qualifications;
 - 2. Proposed costs / fee schedule;
 - 3. Past Performance. In order to evaluate past performance, all Vendors are required to submit at least three verifiable references / relevant projects completed within the last three years that are the same or similar in magnitude to this Solicitation. The Town may be listed as a reference. Use Attachment 3 – References Form;
 - 4. Proposed materials and plans to accomplish tasks;
 - 5. All technical specifications associated with this Solicitation;
 - 6. Financial Stability: A Dun and Bradstreet report may be used by the Town to evaluate Vendor’s financial stability. All Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.
 - 7. Attachment 5- Performance and Payment Bonding will be requested upon prior to awarded contract

Award will be made to the most responsive, responsible Vendor whose Proposal represents the best overall value to the Town when considering all evaluation factors (no additional details).

The Town reserves the right to make awards to one or more Vendors to reject any and all offers or waive any minor irregularity or technicality in Proposals received.

Proposals received before the closing date and time listed will be opened, recorded, and accepted for consideration. Vendors’ names will be read aloud and recorded. Proposals will be available for inspection during normal business hours from the Town Clerk’s Office 30 calendar days after the solicitation due date or after recommendation of award, whichever occurs first.

6.0 DELIVERY AND SUBMITTAL REQUIREMENTS

A. Submittals will be accepted at Town Hall, 17404 Sixth St., Montverde, FL 34756, via hand delivery, or by U.S. Mail, or delivery service. In addition to a paper copy, the submittal shall be provided electronically or on thumb drive.

- B. A response will not be accepted if completed and submitted after the official due date and time.
- C. Submission indicates a binding offer to the Town and agreement of the terms and conditions referenced in this Solicitation. Do not make any changes to the content or format of any form without Town permission. All information must be legible.
- D. Submittal must be organized into the following major sections. Create a file for each section:
 - 1. Vendor Profile
 - Statement of Interest & Understanding of Project.

- Firm Profile / Firm History.
- Completed Attachment 3 – Reference Form.
- Program Manager: List the name, business address, telephone number and e-mail address of the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects.
- Include copies of any required licenses or permits.

2. Forms

- Completed Attachment 1 – Submittal Form;
 - Submittal must be signed by an official authorized to legally bind the firm to its provisions. Include a memorandum of authority signed by an officer of the company if the signor is not listed as a corporate officer on the firm's SunBiz registration.
- Completed Attachment 4 – Equipment Listing;
- Proof of Sunbiz.org registration;
- Include a completed W-9 form;
- Completed Addenda issued. Failure to include signed addenda may be cause for Submittal to be considered non-responsive;
- Proof of insurance or evidence of insurability at levels in Exhibit B – Insurance Requirements;
- Any Contractor required licenses;
- Descriptive literature;

3. Proposed Solution

- Provide a concise description of the approach and process to successfully complete the work to be performed including any specific staffing or equipment resources.

4. Subcontractors/Joint Ventures

- Provide a list of proposed subcontractors or joint venture arrangements that may be used on the project.

5. Completed Pricing Sheet

- Completed Attachment 2 – Pricing Sheet;
- Provide supporting documentation for proposed pricing.

6. Financial Stability

- Provide a financial stability statement indicating the firm has the necessary resources (human and financial) to provide the services at the level required by the Town. The Town reserves the right to request a financial statement, a certified audit, or a third party prepared financial statement. The Town reserves the right to use a third-party company to verify financial information provided. Provide similar information for a subcontractor or joint venture arrangement.

7. Litigation

- Provide information on the nature and outcome of litigation and proceedings for the previous three (3) years where the firm has been involved in any matter related to professional activities.

8. Other Information

Include any additional data that Vendor deems pertinent to the understanding and evaluating of the Proposal.

F. PRESENTATIONS/ POST-DISCUSSIONS AFTER PROPOSAL RESPONSE

1. The Town, at its sole discretion, may ask for an oral presentation or demonstration without charge to the Town. The Town reserves the right to require the Vendor to demonstrate to the satisfaction of the Town that the Firm has the fiscal and technical ability to furnish the requirements of the RFP. The demonstration must satisfy the Town and the Town will be the sole judge of compliance.
2. The Town may commence contract negotiations in accordance with the method of award specified. The Town reserves the right to conduct discussions with Vendors having a realistic possibility of contract award to include requests for additional information and requests for “best and final” offers.
3. Vendors must not assume they will be asked to make a presentation or asked for a “best and final” offer and must include all pertinent and required information in their original Proposal.

G. The Town is not liable or responsible for any costs incurred in responding to this Solicitation including, without limitation, costs for product or service demonstrations if requested.

H. Interested parties may appear at the 3:15 P.M. solicitation opening at Town Hall, 17404 Sixth St., Montverde, FL 34756.

I. The Town owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). Nothing in this solicitation permits or shall be construed as authorization to use or display Town’s Intellectual Property on Respondent’s submittal documents or proposal (including any exhibits attached thereto) in response to this solicitation. Unless expressly authorized in writing by the Town, a Respondent is not authorized and shall not make use of or display any Town Intellectual Property on or in its proposal or submittals. Unauthorized use of Town’s Intellectual Property may constitute trademark and copyright infringement in violation of federal and state laws. It is deemed a second-degree misdemeanor under Florida Statutes Section 165.043.

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**EXHIBIT A – SCOPE OF SERVICES
INDIVIDUAL DISTRIBUTED WASTEWATER TREATMENT SYSTEMS**

2024-WW0003

1. SCOPE OF SERVICES

Town of Montverde, with a grant from Lake County – ARPA FUNDS, seeks the implementation of water quality improvement projects such as the abandonment and replacement of up to 150 existing traditional septic systems with Individual Distributed Wastewater Treatment Systems (IDWTS). Priority for retrofit to existing septic tanks near impaired waters (Ocklawaha BMAP, Lake Apopka, Florence Lake).

1.1. The replacements will be selected during the contract period to be replaced with IDWTS.

1.2. The anticipated expenditure is \$3 million.

2. CONTRACTOR’S RESPONSIBILITIES

Contractor shall:

2.1. Provide turnkey IDWTS.

2.2. Be responsible for the operation of the IDWTS.

2.3. Be licensed to perform services described and implied.

2.4. Conform to all codes, ordinances, and other regulations.

2.5. At its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all laws, codes, ordinances, and regulations.

2.5.1. At its own expense, obtain any needed inspections.

2.6. Verify the exact location of existing septic tanks and drain fields.

2.7. Secure all permanent easements including ingress/egress.

2.7.1. Perform all necessary survey work to identify the easement to be recorded.

2.8. Size the IDWTS based on fixture counts, occupancy, type of use, etc.

2.9. Acquire Right-of-Entry/Construction Easements from the property owner and indemnify the property owner during construction.

2.10. Provide and install all new equipment.

2.11. Provide compaction testing if deemed necessary.

2.12. Identify the capacity of each septic tank.

2.13. Inspect drain fields to document the system has adequate capacity to meet the new wastewater treatment performance requirements will function properly once the IDWTS is installed.

- 2.13.1. Verify the condition of the drain field and plumbing connections to each septic system.
- 2.13.2. Connect the new IDWTS to the customer's existing, modified, or new drain field.
- 2.13.3. Provide all labor and materials to make all plumbing connections for the system to work.
- 2.14. Provide a cost estimate outlining the work to be performed on the drain fields.
 - 2.14.1. The estimate shall be approved in writing by the Town Manager.
 - 2.14.2. Replacement of drain fields may not be part of the contract and will be at the discretion of the property owner and based on regulatory requirements.
 - 2.14.3. Include testing and remediation in its cost submittal.
- 2.15. Provide cost for services including but not limited to pump out services for the septic tank, removal of the existing septic tank, and installation of new IDWTS.
- 2.16. Total Nitrogen in effluent of the IDWTS must be less than or equal to 10 mg/l. Supporting documentation shall be provided. Verification of the TN reduction in installed systems will be required in the quarterly progress reports (See Appendix B). Effluent must be able to consistently generate effluent within the permitted limits: Parameters Unit of Measure Maximum CBOD mg/L 10 TSS mg/L 10 TN mg/L 10 Fecal Coliform #/100L 200
- 2.17. After the successful proposer has installed the IDWTS per the manufacturer's specifications and recommendations, the Town or designee anticipates owning and operating the system. The IDWTS will be permitted by FDEP. The septic tank replacements involve two distinct cost components. The one-time capital cost (CAPX) associated with the removal/abandonment of the existing septic tanks and all costs to install the IDWTS. The second component includes operating costs (OPX).
- 2.18. OPX are the expenses associated with ongoing operation, sampling, and maintenance of the IDWTS within the limits established by the FDEP operating permit.
- 2.19. Although the Town will remain the permittee, it is the intention to subcontract the operation and maintenance of these systems. The selected contractor may be part of the Town team evaluating turnkey proposals for both the CAPX and OPX components of the project. This offer extends services to operate, maintain, and monitor the systems for the owner for a period of 5 years with five 5-year extensions to be approved by the Town Council of the Town of Montverde. OPX will include interconnected telemetry capabilities, effluent sampling, and performance reporting services.
- 2.20. Provide a surveyed location for each septic tank, and for the proposed permanent easement.
- 2.21. Provide signed and sealed plans by a Florida licensed professional engineer that meet the requirements in the FDEP Guidance Document for IDWTS.

2.22. Provide a multi-year performance bond to guarantee that the IDWTS will continue to meet the stated FDEP permit requirements for the term of the OPX contract.

2.23. Restoration shall consist of restoring the grade to match the pre-construction grade. All excess fill generated is to be spread throughout the job site or removed as requested by the owner.

2.24. Meet the requirements of Lake County & ARPA grant funding to the Town.

3. TOWN RESPONSIBILITIES.

3.1. Site location.

4. DELIVERY REQUIREMENTS AND ACCEPTANCE.

4.1. Complete work on initial replacements anticipated by October 15, 2025.

4.2. Installation will commence within 10 days of receiving the permit for the selected location (possibly commercial) and shall not exceed 120 days for completion. Extensions must be requested and approved by the Town Manager.

4.3. Installation will commence within 10 days of receiving the permit for each residential location and shall not exceed 15 days for completion. Extensions must be requested and approved by the Town Manager.

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EXHIBIT B – INSURANCE REQUIREMENTS

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A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the TOWN policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the TOWN, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the TOWN prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the Town Manager within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

- Each Occurrence/General Aggregate \$1,000,000/2,000,000
- Products-Completed Operations \$2,000,000
- Personal & Adv. Injury \$1,000,000
- Fire Damage \$50,000
- Medical Expense \$5,000
- Contractual Liability Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the TOWN responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

- Each Accident \$1,000,000
- Disease-Each Employer \$1,000,000
- Disease-Policy Limit \$1,000,000

v. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Town of Montverde, a Florida municipal corporation, and the Town Council, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the TOWN of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the TOWN, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the TOWN.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with the TOWN listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be: TOWN OF MONTVERDE, A FLORIDA MUNICIPAL CORPORATION, AND THE TOWN COUNCIL. P.O. BOX 560008, MONTVERDE, FL 34756.

G. All self-insured retentions will appear on the certificates and will be subject to approval by the TOWN. At the option of the TOWN, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The TOWN will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the TOWN evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the TOWN of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

Town: Town of Montverde, Florida, a Florida municipal corporation.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The Town requires Vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
5. Americans with Disabilities Act (ADA).
6. Conflict of Interest.
7. Debarment Disclosure Affidavit.
8. Nondiscrimination.
9. Family Leave.
10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the Town, or the compensation to be paid.

D. Restricted Discussions: From the date of solicitation issuance until final Town action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the Town except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

E. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

GENERAL TERMS AND CONDITIONS

F. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

G. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

H. Prompt Payment Terms: Payment for all purchases by the Town will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The Town may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The Town reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered nonresponsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

GENERAL TERMS AND CONDITIONS

PROHIBITION AGAINST CONTINGENT FEES The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH TOWN EMPLOYEES Any Town employee or immediate family member seeking to contract with the Town shall seek a conflict of interest opinion from the Town Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the Town and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES A solicitation does not commit the Town to make an award nor will the Town be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the Town with price, technical, and other applicable factors considered. The Town reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Town will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the Town reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the Town. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the Town.

C. The Town reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the Town's best interest to do so.

D. The Town reserves the right to reject offers containing terms or conditions contradictory to the Town's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the Town. The Town may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous Town contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written Town procedure.

H. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

GRANT FUNDING In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity

GENERAL TERMS AND CONDITIONS

applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the Town regarding competency and security concerns. No change in subcontractors may be made without the consent of the Town after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Town may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the Town. Subcontracting without the prior consent of the Town may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES The Town encourages the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The Town encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the Town user department will be referred to Procurement Services.

GOVERNING LAW The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

GENERAL TERMS AND CONDITIONS

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION The Town has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the Town will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the Town and the Contractor. Exercise of the above options requires the prior approval of the Town Manager.

MODIFICATION OF CONTRACT Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable Town procedures.

ASSIGNMENT The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the Town. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY It is the intent of the Town to enter into an agreement that will satisfy its needs as described within a solicitation. However, the Town reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the Town be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the Town and the Contractor, continue until completion without change to the then current prices, terms and conditions.

GENERAL TERMS AND CONDITIONS

WARRANTY All warranties express and implied, must be made available to the Town for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the Town by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the Town. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections must be made within seven (7) calendar days after such rejected defects, deficiencies, or nonconformances are verbally reported to the Contractor by the Town's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the Town may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the Town within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the Town may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the Town may terminate the contract for default.

TOWN IS TAX-EXEMPT When purchasing on a direct basis, the Town is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The Town's Tax Exemption Certificate will be provided at the time of Contract award. Except for items specifically identified by the Contractor and accepted by the Town for direct Town purchase under the Sales Tax Recovery Program, Contractors doing business with the Town are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor will any Contractor be authorized to use any of the Town's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The Town will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the Town and is in compliance with the terms in the contract. Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the Town reserves the right to terminate the

GENERAL TERMS AND CONDITIONS

Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the Town under this clause. The Town will not be responsible to pay for any product or service that does not conform to the Contract specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the Town on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the Town in any reprocurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the Town for any Contract or financial obligation.

ESTIMATED QUANTITIES Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The Town is not obligated to place any order for a given amount subsequent to the award of a solicitation. In no event will the Town be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS While the Town has listed all major items within a solicitation, there may be ancillary or similar items purchased by the Town during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The Town may request price quotes from all Contractors under Contract if there are multiple Contracts. The Town reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation. Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any Town department or facility may be added or deleted to the Contract at the option of the Town. The location change will be addressed by formal Contract modification. The Town may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the Town's discretion. It is hereby agreed and understood that the Town may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property. The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations. The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the

GENERAL TERMS AND CONDITIONS

need for conversing with Town personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS) The Contractor is responsible to ensure the Town has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the Town with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS Tobacco use, including both smoke and smokeless tobacco, is prohibited on Town owned property.

CLEAN-UP If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY All existing structures, utilities, services, roads, trees, shrubbery, and property in which the Town has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the Town which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the Town reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES Any Vendor that submits an offer in response to a Town solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The Town may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the Town during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the Town or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the Town determines the

GENERAL TERMS AND CONDITIONS

Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The Town may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the Town. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The Town reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER The employees of the Contractor will always be considered its employees, and not an employees or agents of the Town. The Contractor shall provide employees capable of performing the work as required. The Town may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the Bureau of Labor Statistics site here. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the Town may grant an increase matching the minimum wage increase.

INDEMNIFICATION To the extent permitted by law, the Contractor shall indemnify and hold harmless the Town and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Town 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

GENERAL TERMS AND CONDITIONS

performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the Town or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE The Town, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The Town will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The Town will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT The Town reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The Town further reserves the right to suspend or debar the Contractor in accordance with the Town's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the Town's intent to terminate and the Contractor will be given ten (10) calendar days to cure the breach. In the event of termination for default, the Town may procure the required goods and services from any source and use any method deemed in its best interest. All reprocurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The Town as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT The Town reserves the right to require the Contractor to submit to an audit, by any auditor of the Town's choosing. The Contractor 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 Contractor shall retain all records pertaining to the contract and upon request make them available to the Town for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit

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by the Town to ensure compliance with applicable accounting and financial standards. If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the Town. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the Town in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the Town's audit must be reimbursed to the Town by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the Town's audit findings to the Contractor. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the Town in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW Pursuant to section 119.0701(2)(a), Florida Statutes, the Town is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract: **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 SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-469-2681, TOWNCLERK@MYMONTVERDE.COM, OR BY MAIL, TOWN OF MONTVERDE, ATTN: TOWN CLERK, P.O. BOX 560008, MONTVERDE, FL 34756.**

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the Town is required to:

A. Keep and maintain public records required by the Town to perform the services and work provided pursuant to the Contract.

GENERAL TERMS AND CONDITIONS

B. Upon request from the Town's custodian of public records, provide the Town with a copy of 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 or termination of the Contract if the Contractor does not transfer the records to the Town.

D. Upon completion or termination of the Contract, transfer, at no cost, to the Town all public records in the possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

Requests to inspect or copy public records relating to the Town's Contract for services must be made directly to the Town. If Contractor receives any such request, Contractor shall instruct the requestor to contact the Town. If the Town does not possess the records requested, the Town shall immediately notify the Contractor of such request, and the Contractor must provide the records to the Town or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the Town within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the Town. Contractor shall indemnify, defend, and hold the Town harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes Town to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the Town nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the Town's use which may include publishing in Town documents and distribution as the Town deems to be in its best interests. If anything included in any deliverable limits the rights of the Town to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be

GENERAL TERMS AND CONDITIONS

eligible for any compensation. The Town owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display Town's Intellectual Property. The Town has the right to redact the Town Logo displayed on any submission.

SOVEREIGN IMMUNITY Town expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of Town beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against Town, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS All items to be purchased under a Contract must 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).

E-VERIFY Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's EVerify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract. The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, et. seq.), and regulations contained in 45 C.F.R. Parts 160 and 164. If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the Town or another source, while providing services to the Town under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations. The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change

GENERAL TERMS AND CONDITIONS

order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES No claim for damages or any claim other than for an extension of time may be made or asserted against the Town because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the Town. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the Town.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of \$1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;

GENERAL TERMS AND CONDITIONS

- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For Town, it must be addressed to the Town Manager, 17404 Sixth St./P.O. Box 560008, Montverde, FL 34756 or emailed to townmanager@mymontverde.com

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EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



Any Size; Electric Tower
 Cranes; Hydraulic Cranes
 Rated at 250 Tons or
 Above; and Any Crane
 Equipped with 300 Foot or
 More of Any Boom
 Combination.....\$ 31.61 11.50
 Oiler.....\$ 22.91 11.50

 * IRON0808-003 02/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.28	14.70

 SUFL2009-107 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Excludes Form Work....	\$ 11.96	2.94
CEMENT MASON/CONCRETE FINISHER...	\$ 12.19	0.00
ELECTRICIAN.....	\$ 11.98	0.00
FENCE ERECTOR, Includes Chain Link/Cyclone Fencing.....	\$ 13.50	1.06
FORM WORKER.....	\$ 14.00	0.54
INSULATOR: Batt and Blown.....	\$ 12.01	0.00
IRONWORKER, ORNAMENTAL.....	\$ 12.60	0.00
IRONWORKER, REINFORCING.....	\$ 16.88	0.00
LABORER: Common or General.....	\$ 9.51	0.00
LABORER: Mason Tender - Brick...	\$ 11.51	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.46	0.00
LABORER: Pipelayer.....	\$ 11.79	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 9.15	0.00
OPERATOR: Asphalt Paver.....	\$ 12.07	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.56	0.00
OPERATOR: Bulldozer.....	\$ 12.14	0.00
OPERATOR: Distributor.....	\$ 11.57	0.00
OPERATOR: Forklift.....	\$ 17.38	0.00

OPERATOR: Grader/Blade.....	\$ 15.50	0.00
OPERATOR: Loader.....	\$ 11.10	0.00
OPERATOR: Roller.....	\$ 11.02	0.00
OPERATOR: Screed.....	\$ 11.08	0.00
OPERATOR: Trackhoe.....	\$ 15.68	0.00
OPERATOR: Tractor.....	\$ 10.20	0.00
PAINTER: Brush, Roller and Spray.....	\$ 13.61	0.00
PLASTERER.....	\$ 13.59	0.00
PLUMBER.....	\$ 15.04	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 13.33	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation).....	\$ 9.95	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.22	0.00
TRUCK DRIVER: 4 Axle Truck.....	\$ 11.78	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

..

The undersigned hereby declares that: _____ has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **Septic to Individual Distributed Wastewater Treatment Systems** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals for installation. Renewals are contingent upon mutual written agreement. The Contract for operation and maintenance will be awarded for an initial five (5) year term with the option for five (5) subsequent five (5) year renewals.

The Contract will commence upon first day after Council approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor must submit an accurate invoice to the Town Manager using townmanager@mymontverde.org email address. The date of the invoice must be after delivery but no more than 30 calendar days after delivery. Invoices must reference the: purchase or task order; delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a Town representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The Town will remit full payment on all undisputed invoices within 45 days from receipt by the Town Manager. The Town will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

3.0 CERTIFICATION REGARDING TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions](#) and accept the General Terms and Conditions as written including the Proprietary/Confidential Information section.
Choose an item.

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? _____

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. _____

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any Town Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the Town. The Town retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award.

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Town does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) _____ and enter OSD Certification Number _____ and enter effective date _____

8.0 FEDERAL FUNDING REQUIREMENT:

8.1. REQUIRED for this project – DUNS Number: _____

8.2. A contract award expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: [SAM Directory and Registration website](#)

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: _____

Street Address: _____

City: _____ State and ZIP Code: _____

Mailing Address (if different): _____
Telephone: _____ Fax: _____
Federal Identification Number / TIN: _____
DUNS Number: _____.

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: _____.

Date: _____.

Print Name: _____

Title: _____

Primary E-mail Address: _____

Secondary E-mail Address: _____

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

_____ [Insert name of Firm]

The Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide services for the implementation of water quality improvement projects such as the abandonment and replacement of up to 150 existing traditional septic systems with Individual Distributed Wastewater Treatment Systems (IDWTS).

This section calls for pricing for the replacement of the tank and the drainfield

ITEM #	ITEM DESCRIPTION	COST PER LOCATION	QUANTITY	TOTAL COST
1	Replacement of existing traditional septic systems to IDWTS located on residential properties	\$ _____	_____	\$ _____
2	Replacement of existing traditional septic systems to IDWTS for commercial locations with septic systems	\$ _____	_____	\$ _____

_____ [Insert name of Firm]

*This section calls for pricing only for the replacement of the tank itself.
The drainfield will be kept intact.*

ITEM #	ITEM DESCRIPTION	COST PER LOCATION	TOTAL COST
1	Replacement of existing traditional septic systems to IDWTS located on residential properties	\$ _____	\$ _____
2	Replacement of existing traditional septic systems to IDWTS for commercial locations with septic systems	\$ _____	\$ _____

_____ [Insert name of Firm]				
The Contractor will furnish all labor, materials, tools, transportation and equipment and all other costs associated with the operation, inspections, maintenance and repairs of approximately 150 ISWTS, including permit compliance.				
ITEM #	ITEM DESCRIPTION	MONTHLY O&M FEE PER IDWTS YEARS 1-5	QUANTITY	TOTAL COST
1	Operation & Maintenance of IDWTS located on residential properties	\$ _____	_____	\$ _____
2	Operation & Maintenance of IDWTS located on commercial properties	\$ _____	_____	\$ _____

YEARS	MONTHLY O&M FEE PER IDWTS
6 – 10	\$ _____
11-15	\$ _____
16-20	\$ _____
21-25	\$ _____
26-30	\$ _____

PERFORMANCE/PAYMENT BOND

The vendor to whom a contingent award is made must duly execute and deliver to the Town a Performance and Payment Bond in an amount that represents 100% of the vendor’s offer price. The Performance and Payment Bond Form supplied by the Town will be the only acceptable form for these bonds. No other form will be accepted. The completed form must be delivered to the Town within 15 calendar days after formal notice of award. If the vendor fails to deliver the payment and performance bond within this specified time, including granted extensions, the Town will declare the vendor in default of the contractual terms and conditions, and the vendor shall surrender any associated proposal bond submitted by the vendor, and the Town will not accept any offer from that vendor for a twelve (12) month period following such default. The following specifications will apply to any bond provided:

- A. All bonds must be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes will apply.
- C. For contracts in excess of \$500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years on the Treasury List, or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety insurers must be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled “Surety Companies Acceptable on Federal Bonds,” published annually. The bond amount must not exceed the underwriting limitations as shown in this circular.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier’s check made out to the Town of Montverde will be acceptable. All interest will accrue to the Town as long as the funds are being held by the Town.
- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor _____
Contractor Address _____
Contractor Address 2 _____
Contractor Telephone _____

(hereinafter called the “Principal”), whose principal business address and telephone number is as stated above; and

Surety _____
Surety Address _____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the “Surety”), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida; are held and firmly bound unto Town of Montverde, Florida (hereinafter called the “Obligee”), whose principal address is P.O. Box 560008, Montverde, Florida 34756, and whose principal telephone number is (407) 469-2681, in the sum of

_____ (\$ _____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;
2. Pays Obligee any and all losses, damages, costs and attorneys’ fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety’s obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

#1 Witness as to Principal

#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

(Notary Signature)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

#1 Witness as to Surety

#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY MUST BE ATTACHED)

#1 Witness as Attorney In Fact

#2 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)

Printed Name: _____

Date: _____

Address: _____

Phone: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

(Notary Signature)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor _____
Contractor Address _____
Contractor Address 2 _____
Contractor Telephone _____

(hereinafter called the “Principal”), whose principal business address and telephone number is as stated above; and

Surety _____
Surety Address _____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the “Surety”), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida; are held and firmly bound unto Town of Montverde, Florida (hereinafter called the “Obligee”), whose principal address is P.O. Box 560008, Montverde, Florida 34756, and whose principal telephone number is (407) 469-2681, in the sum of

_____ (\$ _____)
for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the “Contract”) which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys’ fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

#1 Witness as to Principal

#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

(Notary Signature)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

#1 Witness as to Surety

#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY MUST BE ATTACHED)

#1 Witness as Attorney In Fact

#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)

Printed Name: _____

Date: _____

Address: _____

Phone: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this ____ day of _____, 20____, by _____ as
_____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

(Notary Signature)

(SEAL)

PERFORMANCE AND PAYMENT BONDS RECORDING FEES

Performance and Payment (labor and materials) Bonds must be provided by the vendor in the amount of 100% of the bid amount. Upon award of the bid, all original Performance and Payment bonds will be submitted to the Town Clerk, Town Hall for recording of the bonds. The bonds will be acceptable to the Town only if the following conditions are met:

- The Surety is licensed to do business in the State of Florida;
- The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
- The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;
- The Surety is otherwise in compliance with the Florida Insurance Code;
- The Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds \$500,000.; and
- The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

The cost to record Performance and Payment Bonds is: Ten Dollars (\$10.00) for the first page and Eight Dollars and Fifty Cents (\$8.50) for each additional page. A check must be submitted by the vendor made payable to Gary J. Cooney, Clerk of the Court.