

**EXHIBIT "A"**

# EXHIBIT "A"

## CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

### INVITATION TO BID



#### BID No. 19-131

EVENT	DATE
BID TITLE	RENTAL OF EMERGENCY EQUIPMENT
BID NUMBER	19-131
DATE BID ISSUED	11/27/2018
BID DUE DATE	12/13/2018 @ 11 A.M.
PRE-BID MEETING - SITE VISIT	N/A
DUE DATE FOR BIDDER QUESTIONS	Until five (5) days prior to the submittal date
PROPOSED AWARD DATE	TBD, 2018
START DATE	TBD, 2018
BID CONTACT	Pamela Daley, MBA, CPPT Senior Procurement Specialist pdaley@rivierabch.com
CONTRACT DURATION	2 years
CONTRACT RENEWAL	1 (one) Renewal of twenty-four-month term
PRICES GOOD FOR	Term of contract 2 years
BID COMMENTS:	
NO PHONE INQUIRIES WILL BE ACCEPTED. ALL CORRESPONDENCE SHALL BE DIRECTED TO THE CONTACT LISTED ABOVE	
.	

#### SUBMIT BID TO:

CITY OF RIVIERA BEACH OFFICE OF THE CITY CLERK  
600 W. BLUE HERON BLVD., SUITE 140  
RIVIERA BEACH, FL 33404  
(561) 845-4090

BID CONTACT: PAMELA DALEY, MBA,

# CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

## INVITATION TO BID



BID PACKAGE COVER SHEET

(B1)

### GENERAL CONDITIONS –

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF RIVIERA BEACH. THE CITY OF RIVIERA BEACH MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE CITY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BID TITLE	RENTAL OF EMERGENCY EQUIPMENT
BID NUMBER	19-131
BID DUE DATE	12/13/2018 @ 11 A.M.

BIDDER/COMPANY NAME \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

BIDDER ADDRESS \_\_\_\_\_

BIDDER EMAIL \_\_\_\_\_

BIDDER PHONE # \_\_\_\_\_

BIDDER FAX # \_\_\_\_\_

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER \_\_\_\_\_

DUN & BRADSTREET NUMBER \_\_\_\_\_

TOTAL BID AMOUNT \$ \_\_\_\_\_

**IF BID EXCEEDS 100,000, BIDDER MUST PROVIDE BID BOND OR CASHIER'S CHECK IN THE AMOUNT OF 5% OF BID OR BID WILL BE REJECTED** \$ \_\_\_\_\_

### BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all bid sheets in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid form may be rejected. All bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud, I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 2 through 9 are acknowledged and accepted as well as any special instruction sheet(s) if AUTHORIZED SIGNATURE (original in blue ink)

\_\_\_\_\_  
TYPED NAME OF SIGNER      TITLE

1. **EXECUTION OF BID:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by bidder to his bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. Bids will not be accepted from firms in arrears to the City of Riviera Beach upon debt or contract nor from a defaulter upon obligations to the City of Riviera Beach. Bidder certifies by signing the bid that no principals or corporate officers of the firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with the City within the last three years, unless so noted in the bid documents.

2. **TIE BIDS:** In case of tie bids, the award will be made in the following preference:

**BIDDER WITHIN CITY LIMITS OF RIVIERA BEACH. BIDDER WITHIN PALM BEACH COUNTY.  
BIDDER WITHIN THE STATE OF FLORIDA.**

3. **NO BID:** If not submitting a bid, respond by returning this Bidder Acknowledgement form, marking it "NO BID", no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list.

4. **BID WITHDRAWAL:** No bidder may withdraw their bid before the expiration of ninety (90) calendar days from the date of bid opening.

5. **BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the City Clerk's Office and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that the bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened are exempt from public examination until an intended decision is announced or until 30 days from the opening, whichever is earlier (Florida Statutes Section 119.071) may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request.

**NOTE:** Except as required by Florida statutes, bids are exempt from release for certain periods of time after bid opening.

6. **ADDENDA TO BID:** The City reserves the right to amend this Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Procurement Department immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of the City.

7. **ACCEPTANCE / REJECTION OF BIDS** The City of Riviera Beach reserves the right to accept or to reject any or all bids and to make the award to that bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Riviera Beach also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award to delivery on time contracts of a similar nature or who is not in the position to perform properly under this award.

The Contract will be awarded to the lowest, responsible and responsive bidder. The Director of Procurement reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the City.

In determining responsibility, the following qualifications, in addition to price, will be considered in the evaluation of the bid:

(a) See also "Bidder Qualifications" in the Special Conditions.

(b) The ability, capacity, and skill of the bidder to perform the service required.

(c) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

(d) The character, integrity, reputation, judgment, experience and efficiency of the bidder.

(e) The quality of performance of previous contracts or services.

(f) The previous and existing compliance by the bidder with the laws and ordinances relating to the contract or service.

- (g) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (h) The quality, availability, and adaptability of the supplies or services to the particular use required.
- (i) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- (j) Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are

8. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

The City of Riviera Beach is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability and marital status.

Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Procurement Ordinance Sec. 10-301. Minority owned businesses wishing to participate in the City procurement process may contact the Procurement Department for information and assistance.

In compliance with Florida Public Entity Crime Statute (Section 287.132, 133), the attached Public Entity crime Form should be fully executed, notarized and submitted with bid response once per calendar year. No award will be executed with any person or affiliate identified on the State of Florida Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and procurement process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 without receipt of the statement.

In compliance with Florida Statute (Section 287.087) attached form "Drug Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids/proposals which are equal with respect to price, quality and service are received by the City.

The obligations of the City under this award are subject to the availability of funds lawfully appropriated for its purpose.

9. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

(a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(s) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

(b) **F.O.B.** - as specified in Special Instructions to bidder.

(c) **TIE BIDS:** The award on tie bids will be in accordance with the provisions of the Procurement Code.

(d) **TAXES:** City of Riviera Beach is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

(e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest bid cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

(f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract. In case of mistakes

in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the City.

(g) **ORDERING:** The City of Riviera Beach reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the City of Riviera Beach reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the seller.

**10. TERMINATION:**

(a) **FUND-OUT:** The City of Riviera Beach City Council\District Board shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated the City may terminate in accordance with the contract.

**11. CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.

**12. SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufacturing items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the City of Riviera Beach Risk Management Division, 600 W. Blue Heron Blvd., Riviera Beach, FL 33404. The MSDS must include the following information.

(a) The chemical name and the common name of the toxic substance.

(b) The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosively, and reactivity;
2. The known acute and chronic Health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
3. The primary routes of entry and symptoms of over-exposure.

(a) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

(b) The emergency procedure for spills, fire, disposal, and first aid.

(c) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

(d) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

**13. ALTERNATIVES / APPROVED EQUAL / DEVIATIONS:** Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase.

This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications.

The determination as to whether any alternate product or service is or is not equal shall be made by the City of Riviera Beach and such determination shall be final and binding upon all bidders.

Although the City of Riviera Beach provides for the consideration of alternate bids, the bid is to be awarded to the lowest responsible and responsive bidder.

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore, deviations must be explained in detail on an attached sheet(s) and itemized by number.

14. **SUBCONTRACTING:** If the vendor subcontracts any portion of a contract for any reason, must include, in writing, the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. This information shall be submitted with bid response. The City of Riviera Beach reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
15. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Procurement Department before or by the final day and time for questions as indicated. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Procurement Department.
16. **EEO STATEMENT:** The City of Riviera Beach is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age and sex.
17. **BID TABULATION:** Bidders desiring a copy may request same by enclosing a self-addressed, stamped envelope with their bid.
18. **BID FORMS:** All bid proposals must be submitted on our standard Invitation to Bid form. Bid proposals on vendor quotation forms will not be accepted.
19. **POSTING OF BID TABULATIONS:** Bid tabulations will be posted within a period of 72 hours for review by interested parties, at the Procurement website @ [www.rivierabch.com](http://www.rivierabch.com) . Failure to file a protest to the Director of Procurement within the time prescribed in Section 16.5-241 of the City's Riviera Beach Code of Ordinances shall constitute a waiver of proceedings under the referenced City ordinance.
20. **SMALL BUSINESS ENTERPRISE PARTICIPATION GOAL – CITY OF RIVIERA BEACH ORDINANCE #4010:** It is the policy of the City of Riviera Beach that Small Business Enterprises (SBE) shall have the maximum opportunity to participate in the projects financed with City funds. Bidders are hereby informed that the City has established a requirement of a minimum of 15% participation of Small Business Enterprises in all City contracts. An effort should be made to hire SBE subcontractors, laborers, material men. (See Schedules 1&2).
21. **SELECTION PROCESS:** Notwithstanding any other provisions, preference shall be given in the selection process as follows:
  - (a) If there is a tie in bid amounts between a Riviera Beach company and one from another City, the Riviera Beach Company will be awarded the bid.
  - (b) If no Riviera Beach Company bids on a contract, preference will be given to Palm Beach County companies, the State of Florida and then out of state.
22. **BIDDERS RESPONSIBILITY:** Each bidder must, before submitting their bid, carefully examine and become familiar with this Invitation to Bid and all of its contents. Ignorance of the bid content and resulting contract will in no way relieve the Contractor of any of the obligations and responsibilities.
23. **BID PROTEST PROCEDURES:**  
*Right to protest.*

Any actual or prospective bidder, offer, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Council/District Board. Protestors shall seek resolution of their complaints initially with the director of procurement, and secondly with the City manager prior to protesting to the City Council/District Board. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have been reasonably expected to know of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The

protest shall be submitted within five calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

In the event of a timely protest under subsection (a) of this section, the director of procurement shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City manager makes a written determination that the award of a contract without delay is necessary to protect substantial interests of the City.

1. **Written Protest.** The written protest submitted to the Director of Procurement must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2% of the value of the Bid/Proposal, whichever is greater up to a maximum of \$2,500.
2. **Appeal to the City Manager.** The written appeal to the City Manager must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2%, whichever is greater, up to a maximum of \$2,500.
3. **Appeal to the City Council\District Board.** The written request for an appeal to the City Council\District Board must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00, or 2% whichever is greater, up to a maximum of \$2,500.
4. **Refund of Filing Fees.** All costs resulting from a protest shall be borne by the Protestor. If a protest is upheld by either the Procurement Director or City Manager, as applicable, the filing fee shall be refunded to the Protestor less costs incurred by the City. If the protest is denied the filing fee shall be forfeited to the City in lieu of payment of costs incurred by the City.

**24. AWARDS:** If a specific basis of award is not established in the instructions to bidders, specifications or special conditions of the Bid, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the City of Riviera Beach may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate; otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the City reserves the right to award on an item by item basis. When a group bid is indicated or variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected.

**25. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in letter the specific regulation which required an alternation. The City of Riviera Beach reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the City.

**26. CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Riviera Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's business.

**27. LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, County and local laws, and of all ordinance, rules and regulations including the Procurement Code of the City of Riviera Beach shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and City of Riviera Beach by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.

**28. NOTICE TO SELLER TO DELIVER:** No delivery shall become due or be acceptable without a written order or shipping instruction by the City, unless otherwise provided in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the Seller may be given telephone notice, to be confirmed by an order in writing.

**29. PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make



its own payments and issue its own exemption certificates as required by the bidder.

It is understood and agreed that the City of Riviera Beach is not a legally binding party to any contractual agreement made between any governmental unit and the bidder as a result of this bid.

### **30. BID SECURITY AND PERFORMANCE BONDS**

Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the Director of Procurement to exceed \$100,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or the equivalent in case, or otherwise supplied in a form satisfactory to the City. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$100,000 when the circumstances warrant in the opinion of the City Manager.

1. Performance bond satisfactory to the City, executed by a surety insurer authorized to do business in the State as a surety, in an amount equal to 100% of the price specified in the contract, conditioned that the contractor perform the contract in the time and manner prescribed in the contract; and
2. A payment bond satisfactory to the City, executed by a surety insurer authorized to do business in the state as a surety, in an amount equal to 100 percent of the price specified in the contract, conditioned that the contractor promptly make payments to all persons supplying labor, materials of supplies used directly or indirectly in the performance of the work provided for in the contract, and who are claimants as defined in F.S. § 255.05(1).

### **31. AMOUNT OF BID SECURITY**

Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated to exceed \$100,000.00. Bid security shall be a bond provided by a surety company authorized to do business in the State, or the equivalent in case, or otherwise supplied in a form satisfactory to the City. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$100,000.00 when the circumstances warrant in the opinion of the City manager.

Bid security shall be in an amount equal to at least five percent of the amount of the bid.

When the invitation for bids requires bid security, a bid shall be rejected in the event of non-compliance unless it is determined that the bid fails to comply only in a non-substantial manner with the security requirement.

### **32. REJECTION OF BIDS FOR NONCOMPLIANCE WITH BID SECURITY REQUIREMENTS**

When the invitation for bid requires bid security, a bid shall be rejected in the event of non-compliance unless it is determine that the bid fails to comply only in a non-substantial manner with the security requirement.

**33. WARRANTY:** The successful bidder shall furnish factory warranty on all equipment furnished hereunder against defect in materials and /or warranty shall become effective on the date of delivery and acceptance by the City. Should any defects in materials or workmanship, except ordinary wear and tear appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. **Warranties shall be indicated on the bid sheet or enclosed herewith.**

**34. TERMS AND CONDITIONS OF AGREEMENT:** An example of the agreement to be entered into with the successful bidder is available for review on the Procurement Department web page at [www.rivierabch.com](http://www.rivierabch.com)

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS CITY CLERK OR DESIGNEE AT 600 West Blue Heron Blvd. Riviera Beach, FL. 33404. (561-845-4090; [Cityclerk@rivierabch.com](mailto:Cityclerk@rivierabch.com)).**

**35. EXECUTION OF AGREEMENT:** The successful bidder shall, within ten (10) working days after notification of award by the City, enter into a contract with the City on forms as included within the Invitation to Bid documents for the performance of work awarded and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award and City keeping bid security.

**36. SPECIAL CONDITIONS:** Any and all special conditions that may vary from these standard conditions shall have precedence.

**37. ADDITIONAL INFORMATION:** The entire chapter of the City of Riviera Beach Procurement Code describing the aforementioned subject matter can be obtained from the Procurement Department. You may also view and/or download the Request for Proposals, Requests for Quotation, Request for Letters of Interest, structure of the Procurement Department, telephone directory, and How to do Business with the City of Riviera Beach on the internet at: [www.rivierabch.com](http://www.rivierabch.com).

**38. Florida's Public Records Act, Chapter 119, Florida Statutes**

The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City 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 this Contract and following completion of this Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of this Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion 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 of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

**GENERAL CONDITIONS:**

- A. Payment will be made upon completion of said work. Completion shall mean the acceptance or final approval by the designated contact person for the project.
- B. Payments will not be made for partial work.
- C. All contracted services are to be performed in a professional manner, at a 100% level by qualified personnel.
- D. Prices submitted in regards to this bid shall include, but not be limited to all necessary manpower, equipment, permits, cranes, materials, specialized building materials, manufacturer's representation (if needed), temporary storage facilities and all other work as needed for full completion of work.

**SITE CONDITIONS:**

- A. Site access will be limited to required company vehicles, delivery vehicles and hired vehicles only.
- B. Any damage caused to the existing buildings or equipment by work performed under this contract shall be repaired to the owner's satisfaction at the contractor's expense.
- C. Contractor to provide all necessary pedestrian and traffic control devices at all times during the performance of the contract.
- D. Contractor is responsible for the handling and storing of all materials delivered to all sites.

**SPECIAL REQUIREMENTS:**

- A. The contractor must be licensed to work in the State of Florida. Submit documentation of this with bid.
  - B. Insurance is required as listed in this bid package. Provide copy of insurance with bid.
  - C. The contractor shall direct its personnel in the execution of the work.
  - D. Municipalities and other governmental entities may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by Contractor(s) and Riviera Beach Utility Special District.
1. None of the participating governmental entities shall be deemed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as result of this procurement action.

**WARRANTY:**

Warranty work shall be corrected by the contractor at no additional cost to the City. Warranty period shall begin on the date services or product is received. The date of the successful passing of the final inspection or sign off from authorized staff of receipt of service or product shall signify the completion date of the project. Warranty items shall include, but not be limited to defective workmanship, parts, or equipment for the time periods listed below:

2. Workmanship warranty shall be one (1) year.
3. Standard Manufacturer's warranty on parts and materials

All warranty work is to be completed in a timely manner following the response times listed in this document. Reasonable shipping times for parts and equipment will be considered.

#### **(1) AWARD CRITERIA**

The award shall be to the responsive and responsible lowest bidder meeting the written specifications and the minimum qualifications of experience, competency, and price.

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work for at least three (3) or more years. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Riviera Beach Utility Special District.

In addition, Contractor must provide as a minimum at least **two (2) governmental agencies receiving similar services or products on form (B2) and attach said form to their submittal**. Do not list projects older than five (5) years ago. The reference person must be someone with knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

The Contractor shall, at a minimum provide the following:

- Palm Beach County or Broward County Current Year Tax Receipt
- City of Riviera Beach Current Year Tax Receipt (maybe obtained prior to award)
- State of Florida Department of State document of Corporation
- Valid Certifications as a Small Business, Women Owned Business or Minority Owned Business (if required)
- Valid Copy of Certificate of Liability Insurance (*prior to award a certificate naming the City as a named insured*)

#### **(2) FURTHER INFORMATION**

Service work schedules shall be coordinated with Project Manager before any work is started. Bidders requiring additional information as to the technical provisions or desiring to view the site shall contact Pamela Daley, Senior Procurement Specialist for the Utility Special District (pdaley@rivierabch.com).

No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Procurement or his designee.

Project work schedules shall be coordinated with the Acting Executive Director Leighton C. Walker before any work is started.

#### **(3) CODE REQUIREMENTS**

The Contractor and subcontractors on this project must be familiar with all applicable Federal, State, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

#### **(4) CONDUCT OF EMPLOYEES**

All employees of the contractor shall conduct themselves in a courteous and professional manner at all times. Abusive language or gestures shall not be tolerated and could be cause for removal from contract. Caution shall be exercised to assure that their operations do not cause any safety hazards to the general public. Whenever questions, complaints, etc., are directed to an employee of the contractor by the public, they are to acknowledge, record, and pass on to the City's Contact Person if unable to reply.

#### **(5) SUPERVISION AND INSPECTIONS**

The Contractor shall have a competent and designated person in charge and outside for each crew at all times. The City shall inspect work at its discretion. If work is not performed to specifications outlined in this contract, the Contractor will have 72 hours to correct the deficiency, weather permitting. If deficiency is not corrected, liquidated damages will be assessed.

The City reserves the right to withhold payments for any work which is not considered to be within the scope of the specifications of the contract. Continued failure to meet terms of the contract will result in the termination of contract.

#### **(6) PUBLIC SAFETY AND CONVENIENCE**

The Contractor shall at all times conduct work as to insure the least possible obstruction to normal pedestrian and vehicular

traffic including access to all public and private properties and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

The City franchises roll off containers/dumpsters. If Contractor should have to use a roll off container/dumpster, the Public Works Department will provide the name of the franchisee upon request.

The Interim Public Works Director (Terrence Bailey) may be reached at (561) 845-4080.

**(7) EQUIPMENT AND PERSONNEL**

Any and all defective equipment shall be promptly removed from the site. Personnel employed directly, or indirectly, by the Contractor who is incompetent, inept or unfit to perform the work shall be promptly removed from work covered under the contract. Failure of the Contractor to remove defective equipment or personnel who are incompetent, inept or unfit may result in the termination of the contract.

**(8) PROTECTION OF PROPERTY**

The Contractor shall at all times guard against damage or loss to the property of the City or other owners and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or agents.

The responsibility for all harm or damage to person or property arising out of, or on account of, work done under this Contract shall rest upon the Contractor and the Contractor shall save the City harmless from all claims made on account of such damage.

**(9) INSPECTION/ACCEPTANCE OF WORK**

Acceptance of work performed will be made by the City once City personnel has inspected the work and determined that the job was completed consistent with the work request and to the satisfaction of this document and fully complies with the specifications herein.

**(10) PAYMENT TO SUBCONTRACTORS, SUPPLIERS AND SUB-SUBCONTRACTOR**

Pursuant to the provision of Florida Statutes 218.735(6), as may be amended, when a prime contractor receives payment from the City for labor, services or materials furnished by subcontractors or suppliers hired by the prime contractor, the prime contractor shall remit payment due to those subcontractors and suppliers within ten (10) days after the prime contractor's receipt of payment.

When a subcontractor receives payment from a prime contractor or labor, services or materials furnished by sub-contractor and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those sub-subcontractors within seven (7) days after subcontractor's receipt of payment from the prime contractor.

**(11) PAYMENT/PERFORMANCE BOND**

The successful bidder will be required to secure a payment and performance bond in the amount equal to 100% of the contract amount for any bid in excess of \$100,000.00.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes Section 255.05, covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858. The bonds must be recorded in the official records of Palm Beach County prior to any work commencing.

**(12) INDEMNIFICATION**

CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, officers and employees from and against any and all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, omission or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the City, its agents, servants, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the City, its agents, servants, officers, or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description which may be brought against the CITY whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

**(13) PERMITS AND FEES**

The Contractor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the lawful prosecution of the work. The Contractor shall include the cost for all permits in the contractor's base bid.

**(14) CONTRACT**

The Procurement Department shall issue a purchase order incorporating this Invitation to Bid and the Bid documents submitted by the bidder awarded the contract. Such purchase order together with the City standard contract for services shall constitute the contract.

The Contractor shall not assign, transfer or subcontract this contract either in whole, or in part, without prior written approval of the City.

The contract will be subject to immediate cancellation if services do not comply with the specifications or the terms and conditions as stated herein.

Contractor shall possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement.

**(15) CONTRACT AMOUNT**

Prices quoted in the bid will be considered firm for each type work to be performed.

**(16) SUBCONTRACTING**

After award and prior to start of work the Contractor shall submit a listing of all subcontractors, if any, and the portion of the contract they will perform. If subcontractors are stated, this does not relieve the Contractor from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract. No job can be subcontracted without prior approval from the City.

**(17) PAYMENT**

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or purchase order. Invoices must state the purchase order number.

Payment for services shall be made only for work performed and requested of the Contractor and accepted by the City.

**(18) INVOICING**

Contractor shall present an invoice to the City upon completion of each work request. Said invoice shall be completely itemized and include the City Purchase Order Number and the CONTRACTOR Invoice Number.

**(19) APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS – N/A**

**(20) ZONE OF SILENCE**

No entity filing a BID shall through their principal, attorneys, or agents, contact the City Council\District Board for the purposes of discussing any aspect of this BID for any possible decision on the BID; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the City Council\District Board. Any action in violation of this provision shall be cause for disqualification from participation in this BID.

**(21)NON-COLLUSION STATEMENT**

By signing its Bid, the bidder certifies that its Bid is made independently and free from collusion. Bidder shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this proposer.

**Failure of a bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

Proposer, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Florida Department of State, Division of Corporations.

**(22)SMALL BUSINESS ENTERPRISE (SBE)**

The City has a goal for Small Business Enterprises (SBE) participation of fifteen percent (15%) for City procurement of construction, professional services and other commodities. Failure to satisfy this requirement will result in a bid disqualification.

The City defines Small Business Enterprises as such, a business which has been certified by the State of Florida, The Palm Beach County Office of Small Business Assistance, or other County or State governmental agencies and is an independently owned and operated for profit business concern organized to engage in commercial transactions.

When evaluating competitive bids of up to five hundred thousand dollars (\$500,000) in which the apparent low bidder is determined to be nonresponsive to SBE requirements, the contract shall be awarded to the low bidder responsive to SBE requirements, or in the event there are no bidders responsive to the SBE requirements, to the bidder with the greatest SBE participation in excess of eight percent (8%) participation, as long as the bid does not exceed the low bid amount by five percent (5%).

In cases where the low bid exceeds five hundred thousand dollars (\$500,000) the contract shall be awarded to the low bidder who is responsive to the SBE requirements. In the event there are no bidders responsive to the SBE requirements, the contract shall be awarded to the bidder with the greatest SBE participation in excess of eight percent (8%) participation, provided that such bid does not exceed the low bid amount by more than fifty thousand dollars (\$50,000).

**(23)LOCAL VENDOR PREFERENCE**

Under the City's Procurement Code, the City has a preference for local businesses. A local business, for the purposes of the application of the local vendor preference, means a bidder which has a permanent, physical place of business within the City limits, and a valid business tax receipt and certificate of occupancy applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one party of the joint venture/partnership meets the test set forth in this section. The bidder shall have the burden of demonstrating that it meets this definition. Permanent physical location must be established for a minimum of twelve (12) months prior to the published date of this solicitation.

The application of the local vendor preference shall not change the actual cost proposal. Further, in no event will it cause the City to pay more than \$25,000.00 above the amount proposed by the non- local vendor which would have been recommended for award if the local vendor preference had not been applied.

**(24)INCENTIVE FOR CONTRACTORS WHO SUB-CONTRACT AT LEAST 25% OF CONTRACT WITH LOCAL BUSINESSES**

If no Riviera Beach Company submits a bids, preference will be given to non-local businesses which submit bids/proposals that utilize local Riviera Beach businesses for at least 25% of the contract award amount.

The City qualifies a local business as a bidder who has a permanent, physical place of business within the City limits, and a valid business tax receipt applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service are not verifiable and shall not be used for the purpose of establishing said physical address.

**(25) RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL**

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of any contract entered into with the bidder as justification for termination.

**(26) CONTRACT COORDINATOR**

The City may designate a Contract Coordinator whose principal duties shall be:

- (a) Liaison with Contractor
- (b) Coordinate and approve all work under the contract.
- (c) Resolve any disputes.
- (d) Assure consistency and quality of Contractor's performance.
- (e) Schedule and conduct Contractor performance evaluations and document findings.
- (f) Review and approve for payment all invoices for work performed or items delivered.

**(27) CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.



## SCOPE OF WORK

### 1. GENERAL

- 1.1. The City/District of Riviera Beach, Florida (District) intends to enter into a contract with a single Contractor to provide rental of a 1000KW generator.
- 1.2. Work on this contract consists of delivering and setup of a temporary generator to power the Utility Special District in the event of an emergency. Work includes all necessary site inspection and data collection to ensure the generator can accommodate the power needed to ensure the Utility Special District is operational before, during and after any event that may render a power outage at the District.
- 1.3. The Contractor shall furnish all labor, materials, equipment, personal protective equipment, tools, supervision, transportation and other incidentals as required to complete the necessary setup and installation of the requested equipment.
- 1.4. Safeguard of all equipment, tools, materials, etc., at the work site shall be the contractor's responsibility.
- 1.5. The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their services and product.
- 1.6. Contractor shall correct all damage caused by its operations to the District's satisfaction at no additional cost to the District.
- 1.7. The Contractor shall always have an English-speaking supervisor/representative on the work site, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the Contractor's behalf.
- 1.8. The Contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with City Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City projects.

### 2. CONTRACT DURATION

- 2.1. Notice to Proceed: After Execution of Agreement, the District and the Contractor shall agree to a Notice-to-Proceed date. The District will issue written notification of the Notice-to-Proceed date. The Notice-to-Proceed date shall not be more than 60 calendar days after the date of Execution of Agreement.
- 2.2. Contract Duration: The total contract duration for the requested services to include planning, mobilization, installation and setup shall be for a period not to exceed 2 years as indicated on the invitation to bid form.

### 3. SETUP AND SERVICES

- 3.1. The Contractor will maintain a service log and provide copies on an agreed upon time frame.. The service log files are to be made available upon request.
- 3.2. The Contractor will coordinate with the District to confirm the delivery and switch over of the above mentioned equipment.. Contact information follows:

Leighton Walker  
Riviera Beach Utility District  
Assistant Executive Director  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404  
lcwalker@rivierabch.com  
Phone: (561) 845-4185

**4. TRAINING OF DISTRICT STAFF**

**4.1. Location:**

Riviera Beach Water Utility Special District  
600 West Blue Heron Blvd.  
Riviera Beach, Florida 33404  
Utility District Administration Building  
Conference Room

**4.2. No. of Training Sessions:** one (1) one-day session

**4.3. Attendees:** Utility District distribution system operations and maintenance staff

**4.4. Minimum Hours of Training per Session:** two

**4.5. Training Topics:** Training subjects shall include basic system and setup information as needed by the onsite staff members that may need to access the unit, tools and equipment requirements, design, data if needed to assist in addressing services need that may arise during this term of the agreement.

**5. OBSERVATION BY RIVIERA BEACH UTILITY DISTRICT STAFF**

**5.1.** The Contractor shall coordinate with the Riviera Beach Utility Special District to allow a minimum of two District personnel to observe the setup, installation and performance of the unit at the time of drop off.

**5.2.** The purpose of the District personnel observation is to facilitate their understanding of the equipment and their understanding of their responsibility and the responsibility of the contractor.

**5.3. Coordinate with the following:**

Larry J. Brown  
Interim Distribution and Collection System Superintendent  
Riviera Beach Utility District  
Lbrown@Rivierabch.com  
Phone: (561) 845-4185, Ext 4177  
Mobile: (561) 876-2188

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## SPECIAL CONDITIONS

### 1. BIDDER QUALIFICATIONS

- 1.1. To be qualified to bid on this project, a potential bidder must provide proof of the following with its proposal:
  - 1.1.1. Bidder has performed rental and setup of the requested equipment for a minimum of five (5) years.
  - 1.1.2. Provide references for a minimum of four (4) clients of similar size, with at least two (2) being government entities.

**BID OPENING DATE:**

Bids will be received until **12/13/2018 11:00 AM** at the office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, Florida. Bids will be opened and publicly read aloud in the Council Chambers on the specified date and time. No bids will be accepted after the time and date specified. The bidder is required to examine carefully the Scope of Work and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under this bid, or affect the equipment, materials and labor required. Failure to do so will not be a basis for subsequent change orders.

**INQUIRIES/QUESTIONS DEADLINE:**

All inquiries shall be in written format and addressed to Pamela Daley:

City of Riviera Beach  
Utility Special District  
800 West Blue Heron Blvd.  
Riviera Beach, FL 33404  
Email: [pdaley@rivierabch.com](mailto:pdaley@rivierabch.com)

The last day to submit questions concerning this BID shall be five (5) days prior to the submittal date. Questions received after this time will not be answered.

## **RESPONSIBILITIES OF THE CONTRACTOR**

The responsibilities of the Contractor include, but shall not be limited to, the following:

The Contractor shall provide all labor management, supervision, materials, components and equipment.

The Contractor shall be responsible for securing all required permits including Application and Payment for City of Riviera Beach building permit. Cost of permit to be paid by contractor and should be reflected in overhead.

The Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage and related activities and equipment.

The Contractor shall provide competent workers and competent supervision.

The Contractor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense.

The Contractor shall take precautions necessary to protect person or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.

**Reporting Dangerous Conditions/Situations:** The Contractor shall report any encounter with dangerous conditions or unusual situations shall be reported to the Interim Public Works Director (Terrence Bailey) at 561-845-4080.

**Damages by CONTRACTOR:** Any damage to buildings fences, structures, automobiles, windows, etc., as a result of the extraction/transport/disposal shall be repaired/replaced within two (2) weeks of date of damage by the Contractor, at no cost to the City. All incidents of damage by the Contractor and any discoveries of damage shall be reported to the City Contact Person immediately upon discovery.

Contractor shall provide a written work plan and timeline for the proposed job (Critical Path). The City may either (a) accept the work plan, timeline, or (b) elect to not have Contractor proceed with the project, or (c) the City may provide a revised work plan and timeline for the Contractor to evaluate. Contractor shall not proceed with any work until it obtains written authorization to proceed from the City.

If a project requires special equipment such as a lift or hoist, roll-off dumpster, Contractor shall include the price for the use of such equipment and related labor in its base bid.

If operations performed during the day are deemed by the Interim Public Works Director to be disruptive then operations shall cease and continue after 5:00pm.

Contractor shall supervise all work performed under this Agreement. However, the City may inspect all work to determine that the quality is acceptable to the City.

**INSURANCE REQUIREMENTS**

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as setforth below:

<b><u>Type of Coverage</u></b>	<b><u>Amount of Coverage</u></b>
Commercial and General	\$1,000,000 per occurrence
Contractual, insurance broad form property,	\$1,000,000 per occurrence
Independent contractor, personal injury)	\$3,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$1,000,000 single limits
Worker's Compensation, as applicable	\$1,000,000 per accident
	\$1,000,000 disease each employee
	\$1,000,000 disease policy limit
Including employer's liability insurance	\$1,000,000 per occurrence

The successful bidder must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

The policies shall name the City as an additional insured, and proof of such coverage shall be furnished to the City by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract. All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the City and the successful Respondent. All such insurance policies may not be modified or terminated without the express written authorization of the City. The insurance requirements set forth herein may be modified by the City in its sole discretion in competitive negotiations.

Misrepresentation of any material fact, whether intentional or not, regarding the Bidders insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each bid.**

**All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

City of Riviera Beach  
Attn: Marie Sullin, Risk Manager  
2051 MLK Blvd.  
Riviera Beach, FL 33404 Email:  
[msullin@rivierabch.com](mailto:msullin@rivierabch.com)



CITY OF RIVIERA BEACH OFFICE OF CITY CLERK

600 WEST BLUE HERON BLVD, SUITE 140  
Riviera Beach, Florida 33404 Phone (561) 845-4180

## BID #19-131 UD

### PLAN HOLDER INFORMATION SHEET

Please complete and EMAIL this document to  
[PDALEY@RIVIERABCH.COM](mailto:PDALEY@RIVIERABCH.COM) in the Utility Special District.  
Your information will be added to the current plan holder list  
and help to insure receipt of changes or additional  
information.

Contact Person \_\_\_\_\_

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Business City, State, Zip \_\_\_\_\_

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

Business Phone # \_\_\_\_\_ Business Fax # \_\_\_\_\_

**REQUEST FOR INFORMATION FORM**

**ALL QUESTIONS PERTAINING TO THIS SOLICITATION MUST BE SUBMITTED IN WRITING.**

(PLEASE EMAIL TO PAMELA DALEY [PDALEY@RIVIERABCH.COM] WE WILL RESPOND AS SOON AS POSSIBLE.)

**BID # 19-131 UD**

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

Contact Person \_\_\_\_\_

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Business City, State, Zip \_\_\_\_\_

Fax No.: \_\_\_\_\_

Office No: \_\_\_\_\_

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## REQUIRED FORMS

IN ADDITION TO THE INVITATION TO BID COVER PAGE, THE FORMS LISTED BELOW (B1 THRU B10) ARE TO BE COMPLETED AND SUBMITTED WITH YOUR BID.

ADDITIONALLY, THE REMAINING FORMS ARE REQUIRED IF APPLICABLE TO THE SOLICITATION.

- |     |  |              |
|-----|--|--------------|
| 1)  | <b>BID PACKAGE COVER SHEET</b>   | <b>(B1)</b>  |
| 2)  |  |              |
| 3)  | <b>BIDDERS MINIMUM QUALIFICATIONS</b>  | <b>(B2)</b>  |
| 4)  |  |              |
| 5)  | <b>BIDDER'S CERTIFICATION PAGE SIGNED AND NOTARIZED</b>                                    | <b>(B3)</b>  |
| 6)  |  |              |
| 7)  | <b>BID COST PROPOSAL</b>   | <b>(B4)</b>  |
| 8)  | <b>BID BOND FORM</b>   | <b>(B5)</b>  |
| 9)  | <b>CONTRACTOR VERIFICATION FORM (Including licensing, corporation and certifications.)</b> | <b>(B6)</b>  |
| 10) | <b>STATEMENT FROM SURETY</b>   | <b>(B7)</b>  |
| 11) | <b>ADDENDUM PAGE</b>   | <b>(B7)</b>  |
| 12) | <b>REFERENCES</b>  | <b>(B8)</b>  |
| 13) | <b>DRUG FREE WORKPLACE</b>   | <b>(B9)</b>  |
| 14) | <b>PUBLIC ENTITY CRIMES STATEMENT</b>  | <b>(B10)</b> |
| 15) | <b>SCHEDULE 1 – PARTICIPATION FOR SMALL BUSINESS ENTERPRISES</b>                           |              |
| 16) | <b>SCHEDULE 2 – LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS SUB- CONTRACTORS</b>       |              |
| 17) | <b>SCHEDULE 3- LOCAL BUSINESS PARTICIPATION</b>  |              |
| 18) | <b>SCHEDULE 4- LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS</b>                         |              |
| 19) | <b>STATEMENT OF NO BID</b>   |              |

**NOTE:** PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THE INSTRUCTION SHEET ON THE PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.

IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT THE PROCUREMENT DEPARTMENT PRIOR TO SUBMITTING A BID TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH THIS BID.

**BID #19-131 UD**

**Bidder Company Name:** \_\_\_\_\_

Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City generally awards based on a "lump sum" basis to the bidder submitting the lowest, most responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

**BID CHECK LIST – PLEASE ENCLOSE THE FOLLOWING DOCUMENTS:**

Bidders are cautioned to please check their bid very carefully, using the following check list:

- \_\_\_\_\_ All required forms
- \_\_\_\_\_ Bid Envelope prepared as specified
- \_\_\_\_\_ It is the bidder's responsibility to contact the Procurement Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain such addenda and return executed addenda with the bid.



CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

**BID #19-131 UD**

**(B2)**

**BIDDER'S MINIMUM QUALIFICATIONS**

Each Bidder is required to provide at minimum three(3) similar projects to satisfy the minimum qualifications requirements. The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used

Please also attach to this form a copy of the required license(s) to establish your minimum qualifications.

Bidder's Contact Person: \_\_\_\_\_

Bidder's Company Name: \_\_\_\_\_

**PROJECT 1**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe the elements of the project utilizing the matrix below (i.e. type of project, road lanes, number of employees used on project

- Name and location of the agency
- Agency owner's representative name, address, phone number and emailaddress
- Duration (star and end) of services or product anticipated completion date
- Size of project
- Cost of project
- Project Manager and other key professionals involved or assigned tothe project

AGENCY NAME	ADDRESS PHONE # EMAIL:	START DATE START END	SIZE OF PROJECT	CONTRACT COST	PROJECT MANAGER
-------------	------------------------------	-------------------------	--------------------	------------------	--------------------

Description of any Change Orders:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT 2**

(B2)

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe the elements of the project utilizing the matrix below (i.e. type of project, road lanes, number of employees used on project

- Name and location of the agency
- Agency owner's representative name, address, phone number and emailaddress
- Duration (star and end) of services or product anticipated completion date
- Size of project
- Cost of project
- Project Manager and other key professionals involved or assigned tothe project

AGENCY NAME	ADDRESS PHONE # EMAIL:	START DATE START END	SIZE OF PROJECT	CONTRACT COST	PROJECT MANAGER
-------------	------------------------	----------------------	-----------------	---------------	-----------------

Description of any Change Orders:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROJECT 3**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe the elements of the project utilizing the matrix below (i.e. type of project, road lanes, number of employees used on project

- Name and location of the agency
- Agency owner's representative name, address, phone number and emailaddress
- Duration (star and end) of services or product anticipated completion date
- Size of project
- Cost of project
- Project Manager and other key professionals involved or assigned tothe project

AGENCY NAME	ADDRESS PHONE # EMAIL:	START DATE START END	SIZE OF PROJECT	CONTRACT COST	PROJECT MANAGER
-------------	------------------------	----------------------	-----------------	---------------	-----------------

Description of any Change Orders:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**BIDDER'S CERTIFICATION**

**(B3)**

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF BUSINESS

\_\_\_\_\_  
E-MAIL ADDRESS

BY:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICER

Sworn to and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
SIGNATURE OF NOTARY

\_\_\_\_\_  
MAILING ADDRESS

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
CITY, STATE, ZIP CODE

PERSONALLY KNOWN \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
OR PRODUCED IDENTIFICATION

\_\_\_\_\_  
FAX NUMBER

TYPE: \_\_\_\_\_

By:  
\_\_\_\_\_

**BID COST PROPOSAL SHEET**  
*(To Be Completed by the Submitter)*  
**INVITATION FOR BID # 19-131**

(B4)

ALL BIDS SHALL REMAIN VALID FOR 120 DAYS AFTER BID OPENING

BID TITLE	RENTAL OF EMERGENCY EQUIPMENT
BID NUMBER	19-131
BID DUE DATE	12/13/2018 @ 11 A.M.
COMPANY NAME	
EMAIL ADDRESS	
TAX ID	
PHONE NUMBER	

<b>BID COST PROPOSAL</b>	
GENERATOR 1000KW – MONTHLY RENTAL WITH CONNECTIONS AND ACCESSORIES <i>(ESTIMATED DURATION MINIMUM 2 MONTHS – MAX OF 24 MONTHS)</i>	\$
DELIVERY AND INSTALLATION	\$
<b>BID TOTAL</b>	<b>\$</b>
<b>OPTIONAL ITEMS</b>	
Optional item pricing will not be included in the total bid cost listed above.	
MONTHLY INSURANCE	\$
GENERATOR 65KW – MONTHLY RENTAL RATE	\$
GENERATOR 80KW – MONTHLY RENTAL RATE	\$
GENERATOR 100KW – MONTHLY RENTAL RATE	\$
GENERATOR 125KW – MONTHLY RENTAL RATE	\$
GENERATOR 200KW – MONTHLY RENTAL RATE	\$
PURCHASE OF 230 AMP TRANSFER SWITCHES	\$
PURCHASE OF 260 AMP TRANSFER SWITCHES	\$
PURCHASE OF 400 AMP TRANSFER SWITCHES	\$

**BID ITEMS**

\*Quantities and/or amounts stated below are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during this contract.

\*Note Vendor markup must be without any taxes. For example, a vendor cannot add taxes and then take the total and apply their markup. The City of Riviera Beach will not pay invoices with markups applied on taxes.

\*The award shall be to the responsive and responsible low bidder meeting the written specifications.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**BID BOND**

**(B5)**

**KNOW ALL MEN BY THESE PRESENTS, that we** \_\_\_\_\_

as Principal, hereinafter called the Principal, and \_\_\_\_\_

a corporation duly organized under the laws of the State of Florida as Surety, hereinafter called the Surety, are held and firmly bound unto City of Riviera Beach, 600 W. Blue Heron Blvd, Riviera Beach, FL 33404

as Obligee, hereinafter called the Obligee, in the sum of \_\_\_\_\_

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for

\_\_\_\_\_ (project)

NOW, THEREFORE, if the Obligee shall accept the bid of the principal and the Principal shall enter into a Contract with Obligee in accordance with the terms of such bid, and give such insurance and bond or bonds as may be specified in the IFB or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

Witnesses:

\_\_\_\_\_  
Principal (seal)

\_\_\_\_\_

By: \_\_\_\_\_  
(Title)

For: \_\_\_\_\_  
(Surety) (seal)

By: \_\_\_\_\_



(B6)

BID 19-131  
CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: \_\_\_\_\_

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

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Email : \_\_\_\_\_

CONTRACTOR OF RECORD:

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

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

Telephone: ( ) \_\_\_\_\_

Email : \_\_\_\_\_

State License# \_\_\_\_\_ (ATTACH COPY OF LICENSE)

County License # \_\_\_\_\_ (ATTACH COPY OF LICENSE)

\_\_\_ Palm Beach County    \_\_\_ Broward County

Type of License: \_\_\_\_\_

Unlimited \_\_\_\_\_ ( \_\_\_ Yes or \_\_\_ No)

If "NO", Limited to what trade?

\_\_\_\_\_

Is the Licensee a full-time employee of Prime Bidder? \_\_\_ Yes    \_\_\_ No

Will the Licensee be the individual responsible and in charge of the work performed and installed under this contract?

\_\_\_ Yes    \_\_\_ No  
*Failure to fully or accurately complete this form may be cause for rejection of the bid.*

(B7)

**STATEMENT FROM SURETY**

**Attach a letter of intent from a surety company indicating the applicant's ability to be bonded for projects up to \$1,000,000. The surety company must be licensed to do business in the State of Florida, must have an A.M. best rating of "A", and a required financial size of "VII". Firms selected shall maintain, during the life of the contract, workman's compensation, architect's commercial liability coverage, and automobile liability for company vehicles.**

**Note: The City reserves the right to use all information provided in determining responsibility of vendor, as well as any other information the City may obtain through any means that bears on the issue of responsibility.**

(B8)

**ADDENDUM PAGE**

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.**

\_\_\_\_\_  
COMPANY

SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_

(B9)

**REFERENCES**

Bidder shall submit as a part of the proposal package four (4) business references with the name of the business, address, contact person, and telephone number. (At least two (2) references should be a local, county, state, or federal entity.)

**Additionally, contractors should submit a copy of their professional license as required by of the General Terms and Conditions of the IFB.**

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

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

Tel. No.: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

Tel. No.: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Fax No. \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

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

**FAILURE TO SUBMIT WITH BID PACKAGE WILL MAKE BIDDER NON RESPONSIVE**

(B10)

**DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by \_\_\_\_\_ the  
(INDIVIDUAL'S NAME)  
\_\_\_\_\_ of \_\_\_\_\_  
(TITLE/POSITION) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

(B11)

**CITY OF RIVIERA BEACH**

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

---

Firm Name

---

Signature

---

Name & Title (Print or Type)

SCHEDULE 1

PARTICIPATION FOR SBE CONTRACTORS/PROPOSERS

BID/RFP TITLE: \_\_\_\_\_ BID NUMBER: \_\_\_\_\_  
NAME OF PRIME BIDDER: \_\_\_\_\_ BID OPENING DATE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

CONTRACT AMOUNT - SBE

NAME, ADDRESS & TELEPHONE  
NUMBER OF SBE CONTRACTOR

TYPE & DESCRIPTION OF  
WORK TO BE PERFORMED

CERTIFICATION

- |    |       |       |                   |       |       |       |       |       |
|----|-------|-------|-------------------|-------|-------|-------|-------|-------|
| 1. | _____ | _____ | PALM BEACH COUNTY | _____ | STATE | _____ | OTHER | _____ |
|    | _____ | _____ |                   |       |       |       |       |       |
|    | _____ | _____ |                   |       |       |       |       |       |
| 2. | _____ | _____ | PALM BEACH COUNTY | _____ | STATE | _____ | OTHER | _____ |
|    | _____ | _____ |                   |       |       |       |       |       |
|    | _____ | _____ |                   |       |       |       |       |       |
| 3. | _____ | _____ | PALM BEACH COUNTY | _____ | STATE | _____ | OTHER | _____ |
|    | _____ | _____ |                   |       |       |       |       |       |
|    | _____ | _____ |                   |       |       |       |       |       |
| 4. | _____ | _____ | PALM BEACH COUNTY | _____ | STATE | _____ | OTHER | _____ |
|    | _____ | _____ |                   |       |       |       |       |       |
|    | _____ | _____ |                   |       |       |       |       |       |
| 5. | _____ | _____ | PALM BEACH COUNTY | _____ | STATE | _____ | OTHER | _____ |
|    | _____ | _____ |                   |       |       |       |       |       |
|    | _____ | _____ |                   |       |       |       |       |       |

TO BE COMPLETED BY PRIME BIDDER:

BID/RFP PRICE: \$ \_\_\_\_\_ TOTAL % PARTICIPATION: \_\_\_\_\_

SCHEDULE 2

BID NUMBER: \_\_\_\_\_

LIAISON: \_\_\_\_\_

**LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE**

TO: \_\_\_\_\_  
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above BID as (Check one):

\_\_\_\_\_ a individual \_\_\_\_\_ a corporation \_\_\_\_\_ a partnership \_\_\_\_\_ a joint venture

\_\_\_\_\_ The undersigned is certified as a SBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as the following price: \$ \_\_\_\_\_  
(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
--------------	------------------------------------	----------------------------------

\_\_\_\_\_ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

\_\_\_\_\_  
(NAME OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(SIGNATURE OF SMALL BUSINESS ENTERPRISE CONTRACTOR)



**SCHEDULE 3**

**PARTICIPATION FOR LOCAL BUSINESSES AS SUB-CONTRACTOR AT LEAST 25%**

**BID TITLE:** \_\_\_\_\_ **BID NUMBER:** \_\_\_\_\_

**NAME OF PRIME BIDDER:** \_\_\_\_\_ **BID OPENING DATE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TELEPHONE NO.:** \_\_\_\_\_ **DEPARTMENT:** \_\_\_\_\_

**CONTRACT AMOUNT – LOCAL BUSINESSES**

<u>NAME, ADDRESS &amp; TELEPHONE NUMBER OF LOCAL CONTRACTOR</u>	<u>TYPE &amp; DESCRIPTION OF WORK TO BE PERFORMED</u>	<u>% TO BE PERFORMED BY LOCAL BUSINESS</u>	<u>ESTIMATED DOLLAR VALUE</u>
1. _____ _____ _____	_____ _____ _____	% _____	\$ _____
2. _____ _____ _____	_____ _____ _____	% _____	\$ _____
3. _____ _____ _____	_____ _____ _____	% _____	\$ _____
4. _____ _____ _____	_____ _____ _____	% _____	\$ _____
5. _____ _____ _____	_____ _____ _____	% _____	\$ _____
<b>TOTAL:</b>			\$ _____

**TO BE COMPLETED BY PRIME BIDDER:**

**BID PRICE:** \$ \_\_\_\_\_ **TOTAL % PARTICIPATION:** \_\_\_\_\_

Riviera Beach Procurement Department

Bid # 19-131 UD

**SCHEDULE 4**

**BID NUMBER:** \_\_\_\_\_

**LIAISON:** \_\_\_\_\_

**LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS**

**TO:** \_\_\_\_\_  
**(NAME OF PRIME BIDDER)**

The undersigned intends to perform work in connection with the above BID as (Check one):

\_\_\_\_ a individual \_\_\_\_ a corporation \_\_\_\_ a partnership \_\_\_\_ a joint venture

\_\_\_\_ The undersigned is a qualified Local Business.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as the following price: \$ \_\_\_\_\_  
(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
_____	_____	_____
_____	_____	_____

\_\_\_\_\_% of the dollar value of the subcontract will be sublet and/or awarded to local contractors and/or local suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

\_\_\_\_\_  
**(NAME OF LOCAL CONTRACTOR)**

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**(SIGNATURE OF LOCAL CONTRACTOR)**

**STATEMENT OF NO BID**

**BID NO. # 19-131 UD**

If you are not bidding on this service/commodity, please complete this form and return to: City of Riviera Beach Utility Special District Procurement Division, 800 West Blue Heron Blvd., Riviera Beach, Florida 33404.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Riviera Beach.

**COMPANY NAME:** \_\_\_\_\_

**MINORITY OWNED BUSINESSES**

**ADDRESS:** \_\_\_\_\_

- BLACK
- HISPANIC
- WOMEN

**TELEPHONE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

We the undersigned have declined to bid on your Bid No. \_\_\_\_\_ for \_\_\_\_\_ because of the following reasons:  
(Service/Commodity)

\_\_\_\_\_ SPECIFICATIONS TOO "TIGHT", i.e., GEARED TOWARD BRAND OR MANUFACTURER ONLY (EXPLAIN BELOW)

\_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO THE INVITATION TO BID

\_\_\_\_\_ WE DO NOT OFFER THIS PRODUCT OR AN EQUIVALENT

\_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM

\_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS

\_\_\_\_\_ SPECIFICATIONS UNCLEAR (EXPLAIN BELOW)

\_\_\_\_\_ OTHER (SPECIFY BELOW)

**REMARKS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LEFT BLANK INTENTIONALLY**