

GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Boca Raton Purchasing Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in any document related to the Invitation to Bid (ITB).

PART I INSTRUCTIONS TO BIDDERS:

- 1.01 STATEMENT OF PRECEDENCE OF GENERAL TERMS AND CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 1.02 GENERAL INFORMATION:** These documents constitute the complete set of specification requirements and Bid forms. The Bid submittal, including all Bid sheets and attachments, must be filled in completely, executed and submitted. Bid Tabulations and Award Recommendations will be posted on the Purchasing Division Website at <https://www.myboca.us/253/Tabulations-Award-Recommendations>.
- 1.03 BIDDER NOTIFICATION:** Notice of the ITB's will be emailed first to Bidders who have fully registered on the City's online registration system. The City maintains automated vendor e-mail lists for each specific Commodity Code for sending the ITB. Unregistered bidders may request a notice of a particular Bid, which will be faxed or emailed within a reasonable time frame, for that Bid only. Neither the faxing or emailing of one ITB notice to vendor, or a Bid in return, will register a vendor on the City's registration system. Bidders may register on the City's website by visiting <https://www.myboca.us/244/Supplier-Registration>
- 1.04 SUBMISSION, RECEIPT, AND OPENING OF BIDS:** No Bid shall be considered unless received **prior** to the Bid opening date and time. No bidder shall submit more than one Bid response to the ITB. Multiple Bid responses from same bidder shall be cause for City to reject all Bids from that bidder.

Bidders are encouraged to submit their Bid document via electronic submission when permitted. Bidder's submitting a hard copy Bid in person or by mail should use the proposal forms provided by the City. Failure to use the City ITB forms may cause the Bid to be rejected. No Bid shall be accepted by facsimile, and therefore, any Bid submittals sent via facsimile shall be rejected by the City.

For hardcopy Bid submittals, the following applies: (1) Bid shall be submitted as detailed in the Special Instructions in a sealed opaque envelope; (2) Any erasures or corrections on the ITB forms must be made in ink and initialed by Bidder; (3) All information submitted by the Bidder in the Bid document shall be printed, typewritten or handwritten in ink; (4) Bids shall be signed in ink; (5) When a particular ITB requires multiple copies of Bids, all must be included in a single envelope or package properly sealed and identified with the Bid number and name of bidder on outside of the package.

Bids will be publicly opened as detailed in the Special Conditions. Bids will be opened, tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

- 1.05 ADDENDUMS:** The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City. **It shall be the responsibility of each bidder, during and prior to Bid submittal to visit the City of Boca Raton Purchasing Division Bidding Opportunities link at <https://brpurch.ionwave.net/CurrentSourcingEvents.aspx> or contact the Purchasing Division at 561-393-7871 to determine if addendums were issued to any particular ITB and to obtain such addendums from the Purchasing Division Online bidding website.**

The City will make every effort to notify registered bidders by email that an addendum has been made to the Bid. The City shall not be responsible for providing notice of addenda to potential bidders who receive a Bid package from other sources. Bidders requesting addendums to be sent via U.S. mail or a mail service will be at Bidders' cost and the risk of misdelivery shall be bidder's.

- 1.06 NO BIDS:** If you do not intend to Bid, please indicate the reason and return a no-bid response to the City. Failure to Bid or return no Bid comments, prior to the Bid due date, may result in your firm being deleted from the City's Bidder registration system.

Part II DEFINITIONS:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its General Terms and Conditions, Special Conditions, technical specifications, instructions to bidders, addenda, and any other document used in the bidding process:

AWARD – The written notice from the Purchasing Manager of the acceptance of a Bid or proposal deemed by the proper authority of the City to be in the best interests of the City.

BID – a price and terms quote received in response to an ITB.

BIDDER/SUPPLIER – Person or firm submitting a Bid.

BUSINESS DAYS- Monday through Friday, excluding National Holidays

CALENDAR DAYS – Monday through Sunday, including National Holidays

CONTRACT – Any agreement, regardless of style or form, for the procurement of commodities, services, or construction.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

DAYS – Calendar Day, Monday through Sunday, including National Holidays

INVITATION TO BID (ITB) – All documents, whether attached or incorporated by reference, utilized for soliciting sealed Bids.

MAY – Denotes the permissive.

RESPONSIBLE BIDDER or Offeror – A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

RESPONSIVE BIDDER – A person who has submitted a Bid that conforms in all material respects to the requirements set for in the ITB, or solicitation.

SHALL – Denotes the imperative.

SUCCESSFUL BIDDER - The best, qualified, Responsible, and Responsive Bidder to whom the City makes an award.

PART III BIDDING AND AWARD PROCEDURES:

3.01 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will remain valid for acceptance by the City for a period of ninety (90) days from the date of Bid opening.

3.02 AWARD AND REJECTION OF BIDS:

The City will award to the low Responsive Responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB as deemed in the City's best interest.

The City reserves the right to:

(1) accept or reject any or all Bids, part of Bids, and to waive minor irregularities or variations to specifications contained in Bids, and minor irregularities in the bidding process, and at its discretion, request a re-bid; (2) award the contract in accordance with the Special Conditions.

In determining the responsiveness of the offer and the responsibility of the Bidder, the following may be considered when applicable: (1) the ability, capacity and skill of the Bidder to perform as required; (2) whether the Bidder can perform promptly, or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (4) the quality of past performance by the Bidder; (5) the previous and existing compliance by the Bidder with related laws and ordinances; (6) the sufficiency of the Bidder's financial resources; (7) the availability, quality and adaptability of the Bidder's supplies or services to the required use; and (8) the ability of the Bidder to provide future maintenance, service or parts.

The City reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. Failure of Bidder to comply with the conditions set forth in the ITB may result in the Bid being considered non-responsive by the City.

3.03 PRICES QUOTED: Bidder shall deduct trade discounts, and quote firm net prices. If required, the Bidder shall give both unit price and extended total. In the case of a discrepancy in computing the amount of the Bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be Bid separately. No attempt shall be made by the Bidder to tie any item or items contained in the ITB with any other business with the City.

- 3.04 MISTAKES:** Bidders are cautioned to examine all documents pertaining to the ITB. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.
- 3.05 TAXES:** The City of Boca Raton is exempt from Federal and State taxes on direct purchase of tangible property. The Purchasing Office will supply the successful bidder with an exemption certificate or it may be obtained from the City's website at <https://www.myboca.us/239/Supplier-Information-Help>. Vendors or Contractors doing business with the City of Boca Raton shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.
- 3.06 BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the Bid.
- 3.07 CONTRACTOR LICENSE:** The Bidder Name identified on the Signature of Bidder form shall be fully licensed, to the extend required by Florida or Federal law, at time of Bid opening for type of work to be performed in order for their Bid to be considered. County or locally licensed contractors must be registered with the State of Florida DBPR Construction Industry Licensing Board at time of Bid opening. Copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
- 3.08 WARRANTIES OF USAGE:** Any quantities listed in the ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.
- 3.09 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that 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. An alternate will be considered, but shall be equal to or better in quality to what was specified and must include descriptive literature and/or specifications. It is the Bidder's responsibility to provide adequate information regarding an alternate to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, the Bid may be rejected. The determination as to whether any alternate is equal or better or is not equal shall be made solely by the City of Boca Raton and such determination shall be final and binding upon all Bidders.
- 3.10 MINIMUM AND MANDATORY SPECIFICATIONS:** The Bid specifications may include items that are considered minimum or required. If any Bidder is unable to meet, or exceed these items, and is of the opinion that the specifications are overly restrictive, Bidder must notify the Purchasing Division immediately. Such notification must be received in writing by the Purchasing Office prior to the deadline contained in the Special Conditions, for questions of a material nature, or prior to seven (7) business days before Bid due date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders and all objections are waived by the Bidder.
- 3.11 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested by the City to determine suitability. Samples shall be requested after the date of Bid opening, and if requested, shall be provided by Bidder to the City within seven (7) business days of request. Samples, when requested, must be furnished **free of expense** to the City and if not used in testing or destroyed, and upon request of the Bidder, will be returned within thirty (30) days of Bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a location selected by the City. Failure to provide samples or demonstrations as specified by the City may result in rejection of the Bid.
- 3.12 PUBLIC RECORDS:** Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with an ITB response, as provided by Florida law, are public records.
- 3.13 DRUG FREE WORKPLACE PROGRAMS:** Preference shall be given to business with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, the Bidder that provided proof to the City that it has a written Drug Free Work Place program shall be given preference in the award process.

- 3.14 LEGAL REQUIREMENTS:** Bidder shall comply with applicable provisions of all federal, state, county laws, City of Boca Raton Code of Ordinances, rules and regulations and the City of Boca Raton Procurement Code. Lack of knowledge of any such provision, by any Bidder, shall not constitute a cognizable defense against the legal effect thereof. Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), Sections 2-351 through 2-357, Palm Beach County, Florida, Code of Ordinances, any person who acts as a lobbyist must register with Palm Beach County's Central Lobbyist Registration Site, prior to engaging in lobbying activities before City of Boca Raton staff, boards, committees and / or the City Council, or any member thereof. Lobbyist Registration Forms are available at:
<https://secure.co.palm-beach.fl.us/lrs/Main/Login.aspx?ReturnUrl=%2flrs%2f>
- 3.15 PROCUREMENT CODE:** A copy of the Procurement Code is available for your review at <https://www.myboca.us/239/Supplier-Information-Help>.
- 3.16 PUBLIC ENTITY CRIMES:** In accordance with the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, 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 of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 3.17 CODE OF ETHICS/CONE OF SILENCE:** If any Bidder is found to be in violation of the Code of Ethics of the City of Boca Raton and/or the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the City of Boca Raton. A copy of the City and State Ethics Codes is available at the office of the City Clerk, City of Boca Raton, 201 W. Palmetto Park Road, Boca Raton, Florida.
- Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the City of Boca Raton website at:
<https://www.myboca.us/230/Purchasing-Division>
- The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at http://www.palmbeachcountyethics.com/pdf/Lobbyist_Registration_Ordinance-2012.pdf.
- 3.18 NON-COLLUSION:** Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any violation thereof may result in contract cancellation, return of materials or discontinuation of services and may be removed from the vendor Bid list(s).
- 3.19 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any Bids received and utilize other available governmental contracts, as provided by law, if such action is in its best interest.
- 3.20 SCRUTINIZED COMPANIES**
- Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
 - By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.
 - Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such

notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

- D. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- E. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

PART IV INSURANCE

4.01 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City. The Contractor shall provide to the Purchasing Division original certificates of current coverage meeting all such requirements and specifications prior to engaging in any activities under this contract. The certificates must list the City as an ADDITIONAL INSURED and shall provide no less than thirty (30) days written notice to the City of cancellation or material change. Further modification of the insurance requirements may be made if circumstances change or adequate protection of the City is not presented.

4.02 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall, in addition to any other obligation to defend, indemnify the City of Boca Raton Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Boca Raton, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the City by section 768.28, Florida Statutes, or any other applicable law.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 METHOD OF ORDERING: Items shall be ordered via an individual purchase order.

5.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation, if delivery is not made in accordance with the schedule specified in the ITB or as otherwise accepted by the City.

Deliveries shall be made in accordance with City of Boca Raton security procedures.

5.03 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to a Bid award shall remain the property of the Bidder until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Bid, be of the required quality, new, and the latest model, unless specified in the Special Conditions. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and satisfactory acceptance of materials or services.

5.04 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES: Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for delivery of items not conforming to specifications, or late delivery may result in enforcement of all remedies in law or equity or as specified in the City's Procurement Code.

5.05 CHANGES / MODIFICATIONS: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee that changes or modifies the requirements of the ITB and or Contract. Only those communications, which are in writing from an authorized representative of the City and the Contractor, in accordance with the City of Boca Raton Procurement Code and or purchasing operating procedures, may vary the terms of the written Bid or contract.

5.06 PAYMENT TERMS, CASH DISCOUNTS AND INVOICES: Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery at the place of acceptance, and receipt of a correct invoice at the office specified, whichever occurs last.

Partial billing will not be accepted unless authorized specifically in the Special Conditions.

Invoices must be submitted against each individual purchase order. Invoices without a correct and valid purchase order number may not be processed for payment.

Request for payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this Bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- (a) Timely submission of a properly certifiable invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, submitted to: invoices@myboca.us or The City of Boca Raton, Financial Services Department
City Hall, 201 W. Palmetto Rd, Boca Raton, FL 33432
PH: 561-393-7727
- (b) All invoices submitted shall: consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain the date of delivery; contain an original or legible copy of signed delivery receipt including both manual and printed name of a designated City of Boca Raton employee or authorized agent who received the goods; and identify invoice as "partial" or "final".
- (c) The invoice shall contain the Bidder's Federal Employer Identification number and clearly reference the Contractor's Business name and address for payment.

5.07 SAFETY STANDARDS: Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

5.08 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB, Bidder will supply only material or equipment that is 100% asbestos free.

5.09 OTHER GOVERNMENTAL ENTITIES: When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

5.10 INDEPENDENT CONTRACTOR: Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. The Contractor, nor the sub-contractor or their employees or their agents, shall not receive any City benefits, stipend or privileges afforded to City employees.

- 5.11 ASSIGNMENT:** The City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this contract. Any assignment, sale, pledge or conveyance of this contract by Contractor must be previously approved in writing by the City.
- 5.12 NON EXCLUSIVE CONTRACT:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.
- 5.13 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this ITB/Contract, or if the Contractor shall violate any of the provisions of this contract, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this contract, or with such part or parts of the contract as to which there has been default, and may hold the Contractor liable for all damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff, until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.14 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract in whole or in part by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.
- 5.15 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law, and contract, and shall be terminated without penalty to the City and without any default upon the last day in which funds were last appropriated.
- 5.16 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and supporting records in accordance with generally accepted accounting practices and standards for records directly related to this contract for a minimum of (1) year beyond the last day of the contract term. The form of all records and reports shall be subject to the approval of the City. The Contractor agrees to make available for review and audit to the City and or City Consultant, during normal business hours and in Broward, Miami Dade or Palm Beach Counties, all books of account, reports and supporting records relating to this contract for the duration of the contract and for one year following the last day of the contract.
- 5.17 POST SALE AUDIT ADJUSTMENT:** All items sold to the City of Boca Raton as a result of this Bid are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the contract.
- 5.18 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, which comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract. City of Boca Raton permit fees will be waived by the City; however, fines and penalties will be assessed based upon standard fee structure.
- 5.19 CONTRACTOR REGISTRATION:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City. Contractors awarded work involving a permit shall register with the City of Boca Raton License Office prior to performing the work.
- 5.20 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.21 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this contract. Further, Contractor acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement.
- 5.22 COMPLIANCE WITH CITY OF BOCA RATON ORDINANCE:** Awarded vendor shall comply with all applicable Boca Raton City Ordinances, including, but not limited to, 16-57, "Display of Identification on Trucks and Related Commercial Vehicles", which mandates vehicles be designated by lettering of two inches minimum size on either side of the vehicle indicating the name and address of the person owning or operating the same for commercial use.
- 5.23 GOVERNING LAW AND VENUE:** Contracts shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. By entering into this award, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this award.
- 5.24 NON-DISCRIMINATION:** The City of Boca Raton is an equal opportunity employer and prohibits discrimination on the basis of race, color, religion, national origin, sex, age, marital status, disability, and/or political affiliation in all aspects of its personnel policies and procedures, programs, practices and operations.
- 5.25 CITY POLICIES:** Awarded contractor shall comply with the City of Boca Raton Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Boca Raton Human Resources Division. Violations of these policies may result in cancellation of the contract.
- 5.26 ADDITIONAL DISCOUNTS:** Should sales promotions occur during the term of the contract that lower the price of the procured item or items, the vendor shall extend to the City the lower price offered by the manufacturers or Vendors on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change, quantity discounts, or otherwise, should be passed on to the City of Boca Raton.
- 5.27 PUBLIC RECORDS:**
- A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. A Contractor providing services shall comply with Florida's Public Records Law and therefore shall comply with Section 119.0701, Florida Statutes. Specifically, Contractor shall:
- 1) Keep and maintain all public records related to the performance of the services.
 - 2) Upon request from the City's custodian of public records, 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 that provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
 - 4) Upon completion or other termination of the contract, keep and maintain the public records required by the City to perform the services. Contractor shall meet all applicable requirements for retaining public records set out in Florida law.
 - 5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- B. The failure of Contractor to comply with the provisions set forth in this Article, or to comply with the City's request for records, shall constitute a default and breach of this Agreement, and the City shall, in its discretion, pursue any and all remedies against Contractor provided for under this contract or at law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

SPECIAL CONDITIONS

Part I INSTRUCTION TO BIDDERS

- 1.01** The City of Boca Raton, Florida is seeking Bids from qualified Bidders for the purchase of Pressure Washers, Bid Number 2020-059.

The purpose of this Bid is for the purchase of two ride-on pressure washers with the capability to clean curbsides. This Bid package contains all of the information and documents necessary to prepare and submit a responsive Bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

The City of Boca Raton shall not be responsible for the content of Bid response packages or addenda received from any third party source.

Due date and time for Bid response: **Bid shall be received prior to 3:00 p.m. on July 31, 2020.**

HOW TO RESPOND TO THIS BID

1. Either of the following two options may be utilized by a Bidder to submit a sealed Bid response.

- A. Submission of the Bid response by electronic transmission using the City's electronic bid system located at <https://brpurch.ionwave.net/Login.aspx>. In order to submit the bid electronically: (1) the Bidder must print the Bid documents; (2) all required bid data/information must be added to the Bid documents and included forms; (3) an individual authorized to contractually bind the Bidder must sign all required Bid forms; (4) the entire Bid response and all signed forms must be scanned to PDF format; and (5) the Bidder shall upload the scanned Bid response and signed Bid forms to the City's electronic bid system pursuant to the directions in the electronic bid system. Please note that the maximum file size is 100 MB for an uploaded file.

Bidder's response shall not contain any alteration to the Bid documents that were posted by the City other than entering data, information and signatures required by the Bid in the spaces provided for such data, information and signatures, and by including attachments as necessary. By submission of an electronic Bid response, Bidder affirms that a complete set of Bid documents was obtained from the City's electronic bid system and that Bidder made no alteration of any kind or nature to the Bid documents other than entering data, information and signatures required by the Bid or by including attachments as part of the Bid response.

Electronic Bid submissions are only permitted to be upload prior to 3:00 p.m. on the Bid due date. Any attempt to upload a late Bid response at or after 3:00 p.m. on the Bid due date will be rejected by the City's electronic bid system.

As City Hall is currently closed (and may remain closed until after the Bid response is due to be submitted), it is highly recommended that Bidders submit their Bid response as an electronic submission using the City's electronic bid system.

- B. Delivery of the Bid response as a sealed paper bid response: This can be accomplished through hand-delivery by bringing/delivering the sealed paper Bid response to the City Hall loading dock located on the west side of the City Hall building (201 West Palmetto Park Road). A call box is located on the wall directly outside the entry door at the loading dock, which must be used by the Bidder (or the Bidder's delivery service) to announce their arrival so that the response can be received by a City representative. A date/time stamp will be placed on the Bid response at time of receipt.

Please be aware that City Hall is currently closed. In the event a Bidder chooses to hand-deliver or to use a third-party delivery service to hand-deliver the Bid response earlier than the date and time provided below, the City may not be available to accept a delivery. The City will be available to accept hand-delivered Bids between the hours of 11:00 a.m. and 3:00 p.m. on the due date for this Bid response.

2. **A Bid response submitted either by upload or by hand-delivery after the specified due date and time will be rejected.** As indicated above, the City's electronic bid system will not accept Bid responses that are attempted to be submitted after the due date/time. As to a hand-delivered Bid response, it will be rejected and returned unopened when the Bidder attempts to hand-deliver it or it will be rejected when it is attempted to be hand-delivered by a third party mail service. If the Bid response is delivered after the required date and time and a City representative is not available to reject it, that Bidder will be notified that the Bid response was submitted after the required/specified date and time and the City will return the Bid response, as long as the Bidder name and address is available on the Bid response package..

The names of the Bidders who have submitted a Bid response will be made available on the Purchasing Division Web page <https://www.myboca.us/253/Tabulations-Award-Recommendations>

3. A Bidder's Bid response (either uploaded or hand-delivered) shall be signed only by an individual authorized by the Bidder to both execute such bids and to bind the Bidder. For electronic submissions, the signature included shall be deemed an original signature, shall be binding on the Bidder, and shall be relied upon by the City as a document authorized by the Bidder for all purposes.

Online real-time viewing of sealed Bid openings, in lieu of physical assembly for viewing, will proceed in the same manner as procurement ordinarily performs such openings as detailed in Exhibit A, as attached herein.

1.02 INFORMATION

Any questions by prospective Bidders should be directed to Robin Annexstein, Buyer, Purchasing Division, by email at annexstein@myboca.us, who is authorized only to direct inquiries to various portions of the Bid so Bidders may read and interpret such for themselves. No authorization is allowed by any City of Boca or Purchasing Division personnel to interpret or give information as to Bid requirements in addition to that, which is contained in the written Bid document. Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written addendum after written requests have been received from the Bidder. **In conjunction with General Term and Condition number 3.10, written requests must be received by July 24, 2020.**

Any ambiguities, inconsistencies or questions should be brought to the attention of the City by submitting an email to annexstein@myboca.us with reference to the Bid number and title in the subject line.

PART II DEFINITIONS:

2.01 DEFINITIONS

No Additional Definitions are included

PART III BIDDING AND AWARD PROCEDURES:

3.01 F.O.B. POINT

All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The vendor shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order.

3.02 QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed below. The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. If information is not included, the City reserves the right to solicit bidder for the submission of this information. Failure by bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in bidder's bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidders Form.

- A. Bidder shall have a minimum of three (3) satisfactory client references for a Megabella 600-15 Gas Twin Kohler 38 Hydraulic Drive, or approved equal, preferably of similar size and model as bid to the

City, within the time range of June 1, 2017 to June 1, 2020. Bidder to identify firm name, contact name with title, address, phone number, email address, date of delivery, model/manufacturer/size/description of equipment supplied. **(Use City provided form to submit.)**

- B. The City will not award a bid to any bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

3.03 COMPETENCY OF BIDDERS

Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

3.04 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.

3.05 REFERENCES

As part of the Bid evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

3.06 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS

The following supersedes and replaces G.C. 3.09

Except as provided below, each bidder represents that their bid is based upon the manufacturer and technical specifications as described in the bidding document.

No substitutions will be considered unless a written request has been submitted – via email annexstein@myboca.us – to Robin Annexstein, Buyer in the City of Boca Raton Purchasing Division for approval **by July 24, 2020**. Each such request shall include the following:

1. Clearly identify the specification deviation and alternate equipment manufacturer for which a request for substitution is being submitted for.
2. The proposed substitution shall be outlined alongside of the specified item/specification comparing each attribute of both products and shall fully describe any additional requirements that would need to be made by the City if the substituted item was accepted as an equal. Any deviations to the specification to be supported as being equal or exceeding the specification. Product literature, drawings, cuts, performance and test data and any other data or information necessary shall be submitted for a complete evaluation. In addition to the above, the Technical Specification and Compliance Checklist shall be submitted to identify each item that is a deviation.

Requests for any substitutions not submitted in accordance with the above instructions will be denied by the City of Boca Raton.

If the City approves any proposed substitutions, such approval will be set forth in an addendum.

If any bidder is unable to obtain written approval of any substitution from the City prior to the BID closing date, then bidder shall base their bid on the exact items specified.

The determination as to whether any alternate is equal or better or is not equal shall be made solely by the City of Boca Raton and such determination shall be final and binding upon all Bidders.

3.07 WARRANTY

The successful bidder shall fully warranty all equipment furnished against defect in materials and/or workmanship for a minimum period of one year (excluding consumables, i.e. jets, nozzles, rotors, etc.), with three-year manufacturer's engine warranty, from date of delivery and acceptance by the City of Boca Raton. Should any defect in materials or workmanship, excepting 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 of Boca Raton, immediately upon written notice from the City's Project Manager.

3.08 ASSEMBLY AND/OR PLACEMENT

All items must be completely assembled when delivered to the City of Boca Raton.

3.09 CUSTOMER SERVICE POST DELIVERY

Supplier to provide a support contact that is able to provide post-delivery support. Contact person shall be knowledgeable in the operation and functionality of the City's purchased pressure washer, able to provide answers to City inquiries; information to be provided under Bidders Checklist.

3.10 MANUALS

All equipment supplied shall contain complete maintenance instructions, operating manuals and parts lists.

3.11 TERMS, CONDITIONS AND SPECIFICATIONS

With the exception of submitting an "Alternative" in accordance with item 3.06 of the "Section II Special Conditions", no additional terms, conditions or specifications included with bidder's bid response shall be evaluated or considered and any and all such additional terms, conditions and specifications shall have no force and effect and are inapplicable to this Bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, vendor quotation/proposal forms, specifications, literature, price lists or warranties, it is understood and agreed the general conditions, special conditions and specifications in this Bid are the only terms applicable to this Bid and bidder's authorized signature attests to this.

3.12 METHOD OF AWARD

Award recommendations shall be subject to the approval of the City Manager, City Manager designee or City Council as provided for in the City's Code of Ordinances. Award recommendations to be posted on the City of Boca Raton Purchasing Division Notice Board for a period of three business days prior to making the award.

The City reserves the right to award to a single vendor on an all or none basis. Bidders are required to bid all items to be considered. Bidder should not reference the words "No Charge", "N/A", "Included", etc. on any of the line items. Failure to identify a monetary amount for each line item may cause bidder's bid response to be considered non-responsive and rejected.

3.13 TIE BID RESPONSES

Tie bids shall be made in accordance with item 3.13 of the general conditions. In the event none or multiple firms comply with the Drug-Free Work Place in accordance with Florida Statute 287.087 and the tie bid still remains, the following shall apply.

- A. Whenever two Bid Responses, which are equal with respect to price and are deemed the low responsive and responsible bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a coin toss to determine the single awarded bidder. Notice of using a coin toss to determine the award will be provided to the two tie bidders.

B. Whenever three or more Bid Responses which are equal with respect to price and are deemed the low responsive and responsible bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a drawing to determine the single awarded bidder. Notice of using a drawing to determine the award will be provided to the three or more tie bidders.

3.14 POST AWARD

Within five days after receipt of notification of bid award, vendor shall have their assigned account representative review with the City Project Manager the following items.

Items to be reviewed include, but are not limited to:

- Ordering procedures (i.e. tracking of order, back order communication, etc.)
- Scheduling of deliveries
- Coordination of deliveries and installation of separately purchased engines and other accessories

The Project Manager is Julian Reis, Contract Administrator, Municipal Services, who can be reached at 561-416-3467, jreis@myboca.us.

PART IV INSURANCE

INSURANCE REQUIRED (Proof of ability to obtain insurance to be submitted with bid document)

4.01 Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements

The Contractor agrees to endorse the City of Boca Raton as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with CG 20 10 04 13 endorsement or ISO equivalent.

4.02 Worker's Compensation & Employer's Liability

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

4.03 Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** per Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

_____ does not own any vehicles.
"Company Name"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Contractor's Signature: _____

4.04 SUBCONTRACTOR'S INSURANCE

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverages required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and successful Contractor shall furnish one copy of the Certificate to the City of Boca Raton.

4.05 SUPPLEMENTAL PROVISIONS

1. The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Contractor shall notify the City within thirty (30) business days with written notice of such to the Purchasing Division by fax to 561-393-7983.
2. All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the City of Boca Raton Purchasing Division with a copy to the Boca Raton Department as identified in the Purchase Order/Agreement. Original certificates to be sent attention of City of Boca Raton, Purchasing Division, 201 W. Palmetto Park Road, Boca Raton, FL 33432.

PART V PURCHASE ORDER AND CONTRACT TERMS:**5.01 METHOD OF ORDERING**

The following supersedes and replaces G.C. 5.01.

Equipment shall be ordered via individual purchase order. Invoice must be submitted against individual purchase order.

5.02 DELIVERY

It is hereby understood and mutually agreed by and between parties hereto that the time of delivery is an essential condition of this contract.

Pressure Washers are to be delivered separately, with scheduling for each pressure washer to be coordinated with the Project Manager.

Delivery time from receipt of Purchase Order is to be indicated on the Technical Specification and Compliance Checklist. Carrier shall provide at least 48 hour advance notification prior to making delivery. Delivery notification to be given to Julian Reis, phone number (561) 416-3467, office, (561) 239-1607 cell, jreis@myboca.us. No deliveries will be accepted after 2:00 p.m.

The vendor shall, within seven (7) calendar days from the beginning of such delay, notify the Buyer in writing of the cause(s) of the delay.

If the vendor shall be delayed in the delivery of the equipment by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period herein specified above for the completion of delivery shall be extended by such time as shall be approved by the Buyer.

5.03 ACCEPTANCE AND PAYMENT

In conjunction with General Term and Condition No. 5.03 and 5.06, The City of Boca Raton will pay 100% of the contract price for each order after all items have been delivered/installed and accepted. The using department will make final inspection of the material covered by this bid when it is delivered and installed in accordance with the specifications and must be approved before payment is made. Failure in the awarded vendor's responsibility as outlined may result in either one or any of the following as determined by the City:

- Request for immediate replacement and/or correction of partial or entire order.
- Payment withholding until compliance is received and approval granted.
- Return of partial or entire order for full credit at no additional cost to the City.

- Cancellation of partial or entire order at no cost to the City.

Invoice must reflect purchase order number.

5.04 PROTECTION OF PROPERTY

The vendor shall at all times guard against damage or loss to the property of the City of Boca Raton or that of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The City of Boca Raton may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the vendor or their agent(s).

TECHNICAL SPECIFICATIONS:

1. Performance Requirements

The City of Boca Raton is seeking a qualified vendor to furnish two Megabella 600-15 Gas Twin Kohler 38 Hydraulic Drive Pressure Washers, or approved equal, that will be used by the City of Boca Raton Recreation Services for curb, roadway median and sidewalk maintenance.

2. Technical Specification Requirements

It is the intent of these specifications to describe the minimum requirements of the pressure washers. Bidders are to confirm product bid complies with the specifications outlined below on the Technical Specification and Compliance Checklist.

Any alternate manufacture or specification for the pressure washers shall be submitted in advance of the bid closing time in accordance with Special Condition 3.06 for evaluation by the City.

**FROM THIS SECTION FORWARD
BIDDER IS TO COMPLETE THE FOLLOWING FORMS AND
SUBMIT WITH THEIR BID RESPONSE**

BIDDERS CERTIFICATION

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths).

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

***Name of Bidder:** _____
 (Firm Name as Registered with their State of origin)

Federal I.D. No.: _____

Above Bidder is: ☐ Corporation ☐ Limited Liability Corporation
 ☐ Sole Proprietorship ☐ Partnership/Joint Venture

Business Address:

Street Address : _____
 (P.O. Box Address is not permitted)

City, State, Zip: _____

Mailing Address: ☐ check if same as Business Address above

Street Address: _____

City, State, Zip: _____

Business Phone No: _____

Business Fax No.: _____

Authorized Signer:

Name of Authorized Signer: _____

Title of Authorized Signer: _____
 President or other Authorized Officer/Member/Manager

Email for Authorized Signer: _____

Authorized Written Signature: _____

STATE OF: _____ COUNTY OF _____

*The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization
 this _____ day of _____, 20____, by _____, who is personally known to me
 (or who has produced _____ as identification).*

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME: _____

Commission Number: _____ My Commission Expires: _____

TECHNICAL SPECIFICATION AND COMPLIANCE CHECKLIST**Pressure Washer Requirements****Megabella 600-15 Ride-on Pressure Washer (or approved equal)**

Item No.	Pressure Washer Specifications	Compliance (Bidder to confirm compliance by stating Yes)
1	Mfg.: <u>Megabella 600-15 Gas Twin Kohler 38 Hydraulic Drive</u> - or approved equal manufacturer and model: _____	
2	Hydraulic System	
2.1	Sundstrand Pump (or approved equal), Dynamic Oil motors & Gearbox, differential lock valve, Hydraulic cylinders for steering and deck lift, 2 way electric over Hydraulic valve, oil cooler 24-gallon Hydraulic tank.	
3	Pressure Washer	
3.1	AR 14.5GPM 2200 PSI Pump	
3.2	(1) 48", (1) 60", and (1) 72" all Stainless-steel deck (three in total)	
3.3	Curb cleaner: L curb	
4	Engine	
4.1	Controllable from operators' seat	
4.2	38 HP EFI Kohler (or approved equal) Hydraulic Drive	
4.3	38 HP EFI Kohler (or approved equal) Pressure Washer	
4.4	20 Gallon fuel tank	
5	Electrical System	
5.1	Throttle solenoid	
5.2	Emergency stop button	
5.3	Neutral start switch	
5.4	Operator pressing switch	
5.5	Low water shut off	
5.6	Fuel gauge	
5.7	Automatic oil cooler switch	
5.8	Control panel at right of operator's seat	
5.9	12V 650 cranking amp batteries	
5.10	Strobe lights	
5.11	Night working lights	
5.12	Rear view mirror/back-up camera	
5.13	Safety Horn	
5.14	Seat belt	

**TECHNICAL SPECIFICATION AND COMPLIANCE CHECKLIST
(continued)**

6	Frame	
6.1	Dimensions: 12'L x 5'W x 7'H	
6.2	Carbon Steel Frame	
6.3	Sandblasted, Primed and Painted	
6.4	600-gallon aluminum tank	
6.5	2" fire hydrant fill-up	
6.6	Water gauge	
6.7	48"x50" Sun Awning	
6.8	Safety rollover bar and safety decals	
6.9	14" rear and 10" front wheels	
6.10	6 1/2' wheel base for better steering	

Delivery Time for Initial Pressure Washer from Receipt of Purchase Order: _____ Calendar Days

RETURN TECHNICAL SPECIFICATION AND COMPLIANCE CHECKLIST WITH BID SUBMITTAL AND PRODUCT LITERATURE (checklist may also be used for submitting your alternate manufacture submittal, as detailed in Special Condition 3.06)

Name of Bidder: _____

BID FORM

Bidders may only submit one bid. Bidders are required to bid on all items.

PRESSURE WASHERS

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	<i>Ride-on Pressure Washers</i> Megabella 600-15 (or approved equal) in accordance with Technical Specifications and Compliance Checklist, Items 1 – 6 inclusive. Manufacturer Bid: _____ Model No. Bid: _____	2	Each	\$ _____	\$ _____
2	<i>Delivery/ Freight</i>	2	Each	\$ _____	\$ _____
GRAND TOTAL (Items 1 – 2)					\$ _____

Name of Bidder: _____

BIDDERS CHECKLIST

- | | | |
|---|-----------|----------|
| 1. Qualification of Bidder's Information is included? | Yes _____ | No _____ |
| 2. Questionnaire is included? | Yes _____ | No _____ |
| 3. Copy of Bidder's valid Business Tax Receipt is submitted? | Yes _____ | No _____ |
| 4. Alternate(s) is submitted in accordance with 3.06 of Special Conditions? | Yes _____ | No _____ |
| 5. Product information and descriptive literature that clearly demonstrates bid items meet specifications is submitted? | Yes _____ | No _____ |
| 6. Warranty submitted is in compliance with bid requirements? | Yes _____ | No _____ |
| 7. Technical Specification Compliance Checklist is submitted? | Yes _____ | No _____ |
| 8. Bidder's Certification form is completed, notarized and submitted? | Yes _____ | No _____ |
| 9. Addendum (if any issued) is submitted? | Yes _____ | No _____ |
| 10. Drug Free Workplace form is submitted? | Yes _____ | No _____ |
| 11. Proof of ability to obtain insurance is submitted? | Yes _____ | No _____ |
| 12. Proof that Firm Name is registered with their State of Origin is submitted? | Yes _____ | No _____ |
| 13. Name of Bidder is identified on all Bid Form page(s) submitted? | Yes _____ | No _____ |

14. Name of individual submitting Bid:

Phone: _____ Email: _____

15. Contact person for Insurance Certificate:

Name _____

Phone: _____ Email: _____

16. Contact person for Accounts Receivable (has access to Company banking information):

Name _____ Title _____

Phone: _____ Email: _____

QUALIFICATION OF BIDDERS INFORMATION

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed below. The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications.

1. Bidder shall have a minimum of three (3) satisfactory client references for a Megabella 600-15 Gas Twin Kohler 38 Hydraulic Drive Pressure Washer, or approved equal, preferably of similar size and model as bid to the City, within the time range of June 1, 2017 to June 1, 2020. Bidder to identify firm name, contact name with title, address, phone number, email address, date of delivery, model/manufacturer/size/description of equipment supplied. **(Use City provided form to submit.)**

REFERENCE #1

Company/Entity Name: _____
Address: _____
City, State, Zip: _____
Contact Name: _____ Title: _____
Phone: _____ Email: _____
Date of Delivery of Equipment: _____
Model and Mfg. of Pressure Washer supplied: _____ _____ _____

REFERENCE #2

Company/Entity Name: _____
Address: _____
City, State, Zip: _____
Contact Name: _____ Title: _____
Phone: _____ Email: _____
Date of Delivery of Equipment: _____
Model and Mfg. of Pressure Washer supplied: _____ _____ _____

Name of Bidder: _____

QUALIFICATION OF BIDDERS INFORMATION
(continued)**REFERENCE #3**

Company/Entity Name: _____
Address: _____
City, State, Zip: _____
Contact Name: _____ Title: _____
Phone: _____ Email: _____
Date of Delivery of Equipment: _____
Model and Mfg. of Pressure Washer supplied: _____ _____ _____

2. The City will not award a bid to any bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.
Bidder to indicate number of years their firm has been in business. _____
Proof submitted as attachment. Yes ____ No ____

Name of Bidder: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

_____ does:
(Name of Business)

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 firm complies fully with the above requirements.

Signature of Bidder

Date

STATEMENT OF NO BID

(No Bid may be submitted electronically within the electronic bidding system.)

If you are not bidding on this service/commodity, please complete and return this form to: City of Boca Raton Purchasing Department, 201, W. Palmetto Park Road, Boca Raton, Florida 33432.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to bid on _____
service/commodity because of the following reasons:

_____ 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

_____ Other (specify below)

REMARKS: _____

