CITY OF RIVIERA BEACH CRA
INVITATION TO BID
BID No. 927-17-4
MARINA EVENT CENTER ROOFTOP FLOORING

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>DATE BID ISSUED</td>
<td>October 3, 2017</td>
</tr>
<tr>
<td>PRE-BID MEETING - SITE VISIT</td>
<td>October 17, 2017 @10:00 A.M.</td>
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<tr>
<td>DUE DATE FOR BIDDER QUESTIONS</td>
<td>October 24, 2017 @ 11 A.M.</td>
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<td>BID DUE DATE</td>
<td>October 31, 2017 @ 11 A.M.</td>
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<td>PROPOSED CRA AWARD DATE</td>
<td>November Meeting</td>
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<tr>
<td>START DATE</td>
<td>December, 2017</td>
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</tbody>
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BID CONTACT: PAMELA DALEY, MBA, CPPT
SENIOR PROCUREMENT SPECIALIST
PDALEY@RIVIERABCH.COM

NO PHONE INQUIRIES WILL BE ACCEPTED. ALL CORRESPONDENCE SHALL BE DIRECTED TO THE CITY INTERIM DIRECTOR OF PURCHASING (RICK LITTLE, RLITTE@RIVIERABCH.COM) VIA EMAIL OR FAX.
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.

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 statues, bids are exempt from release for certain periods of time after bid opening.

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 1 through 4 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.
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 Purchasing 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 Purchasing Manager 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) The ability, capacity, and skill of the bidder to perform the service required.

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

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

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

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

(f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

(g) The quality, availability, and adaptability of the supplies or services to the particular use required.

(h) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

(i) 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 delinquent.

(j) Such other information as may be required or obtained.

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 Purchasing 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 purchasing 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 whomssoever.

(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 taxed 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 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.
(c) 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.
(d) The emergency procedure for spills, fire, disposal, and first aid.
(e) 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.
(f) 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 Purchasing 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 Purchasing 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 Purchasing website @ www.rivierabeach.com and at the Purchasing Department at 2051 Dr. Martin Luther King Blvd., Riviera Beach, Florida. Failure to file a protest to the Purchasing Manager 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. Protestors shall seek resolution of their complaints initially with the director of purchasing, and secondly with the city manager prior to protesting to the city council. 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 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 purchasing 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 Purchasing 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. The written request for an appeal to the City Council 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 Director of Purchasing 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 alteration. 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 Purchasing Manager 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 then 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 determined 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 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 Purchasing Department web page at www.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 Purchasing Department. You may also view and/or download the Request for Proposals, Requests for Quotation, Request for Letters of Interest, structure of the Purchasing Department, telephone directory, and How to do Business with the City of Riviera Beach on the internet at: 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.

**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).**
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 specified in the plans and specifications (attached).

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 the site.

SPECIAL REQUIREMENTS:
A. The contractor must be licensed to work in the State of Florida and Palm Beach County. 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.

WARRANTY:
Warranty work shall be corrected by the contractor at no additional cost to the City. Warranty period shall begin on the date the project is completed as evidenced by the building permit signed as “final inspection”. The date of the successful passing of the final inspection 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:

1. Workmanship warranty shall be one (1) year.
2. 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.
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.

The respondent shall, at a minimum provide the following in a matrix and attach a complete Similar Project form for each listed project. The Similar Project Form can be found on page 28:

- Name and location of the project
- Project owner’s representative name, address, phone number and email address
- Project user agency’s representative name, address and phone number
- Date project was completed or is anticipated to be completed
- Size of project
- Cost of project
- Project Manager and other key professionals involved on listed project and who of that staff that will be assigned to this project

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<tr>
<th>Name &amp; Location of Project</th>
<th>User Agency – name, address &amp; email address</th>
<th>Project Owner’s Representative Contact Info</th>
<th>Date Projected Started, Scheduled Finish, &amp; Actual Completion</th>
<th>Project Size</th>
<th>Project Cost</th>
<th>List of Staff &amp; Project Managers assigned to the Project</th>
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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 the Purchasing Department.

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

Project work schedules shall be coordinated with the CRA Project Manager (Andre Lewis) before any work is started. Bidders requiring additional information as to the technical provisions or desiring to view the site shall contact the Purchasing Department.

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.

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.
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 accessed.

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.

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 Public Works Director may be reached at (561) 845-4080.

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.

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.

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.

PAYMENT TO SUBCONTRACTORS, SUPPLIERS AND SUB-SUBCONTRACTOR
Pursuant to the provision of Florida Statues 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.

**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.

**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 covered by Section 6.1 above which may be brought against the CITY whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

**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.

**CONTRACT:**
The Purchasing 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.

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

**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.

**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.

**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.

**CON OF SILENCE**
No entity filing a BID shall through their principal, attorneys, or agents, contact the City Council 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. Any action in violation of this provision shall be cause for disqualification from participation in this BID.

**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.

**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).

**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.
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.

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.
PROJECT DESCRIPTION/BACKGROUND

SOW

PROJECT DESCRIPTION/BACKGROUND:

The City is seeking a qualified licensed/certified contractor to provide the installation of flooring to the east side of the Marina Village Event Center roof top as seen in Exhibit “A”. Bid specifications are included in this document.

1. The successful bidder (hereinafter referred to as the Contractor) shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, hauling equipment, and other services necessary for the installation of flooring to the east side of the Marina Village Event Center roof top and all other elements as indicated on the associated plans and specifications.

2. The Contractor shall be responsible for ensuring that all construction and/or installation debris is hauled off site and properly disposed of per applicable laws and guidelines.

3. The Contractor shall provide a schedule for the required work and coordinate all required work with other occupancy and/or construction occurring on or in this area by others.

4. Safeguard of all equipment, tools, materials, etc., at the work site shall be the Contractor's responsibility.

5. The Contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operations at the work site.

6. Contractor shall be responsible for the disconnection of all utility services required to perform installation work and said disconnection work shall be included in the Contractor's cost if applicable.

7. The Contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.

8. The Contractor is responsible, as a part of the cost, for any and all special activities required for asbestos abatement (if applicable).

9. 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.

The contract time for this solicitation shall be for 90 calendar days from issuance of the Notice to Proceed to Project Completion. Total Calendar Days shall be 90 days unless specifically indicated in the origination of the requisition.
BID OPENING DATE:

Bids will be received until **10/31/2017 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 the City of Riviera Beach:

Purchasing Department  
Fax: (561) 842-5105  
Email: pdaley@rivierabch.com

The last day to submit questions concerning this BID shall be **10/24/2017** Questions received after this time will not be answered.

PROCUREMENT SCHEDULE

The CITY will use the following time line for the BID. Dates are subject to change if necessary.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE BID ISSUED</td>
<td>October 3, 2017</td>
</tr>
<tr>
<td>PRE-BID MEETING - SITE VISIT</td>
<td>October 17, 2017 @ 10:00 AM</td>
</tr>
<tr>
<td>DUE DATE FOR BIDDER QUESTIONS</td>
<td>October 24, 2017 @ 11 A.M.</td>
</tr>
<tr>
<td>BID DUE DATE</td>
<td>October 31, 2017 @ 11 A.M.</td>
</tr>
<tr>
<td>PROPOSED CRA AWARD DATE</td>
<td>November Meeting</td>
</tr>
<tr>
<td>START DATE</td>
<td>December, 2017</td>
</tr>
</tbody>
</table>
SPECIAL CONDITIONS

The contractor shall be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

The contractor shall provide a schedule for the required work and coordinate all required work with other occupancy and/or construction occurring on or in this area by others.

Safeguard of all equipment, tools, materials, etc., at the work site shall be the contractor’s responsibility.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operations at the work site.

Contractor shall correct any and all damage caused by their operations to the City’s satisfaction at no additional cost to the City.

The contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the contractor’s behalf.

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.

The contract time for this solicitation shall be for 90 days from issuance of the Notice to Proceed. As the project is anticipated to be constructed in phases, specific time constrains and durations shall be outlined in individual work orders, Purchase Order, or Notice to Proceed.
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 Public Works Director 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 Public Works Director or CRA Executive 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 and CRA.
**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 set forth below:

<table>
<thead>
<tr>
<th><strong>Type of Coverage</strong></th>
<th><strong>Amount of Coverage</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial and General</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Contractual, insurance broad form property, Independent contractor, personal injury)</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Automobile (owned, non-owned, &amp; hired)</td>
<td>$3,000,000 annual aggregate</td>
</tr>
<tr>
<td>Worker’s Compensation, as applicable</td>
<td>$1,000,000 single limits</td>
</tr>
<tr>
<td>Including employer’s liability insurance</td>
<td>$1,000,000 per accident</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 disease each employee</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 disease policy limit</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

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
BID CHECKLIST

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:

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

________ Bidder’s Certification Page Signed and Notarized
________ Invitation to Bid Cost Proposal, including Unit Price and Total price completed. Total Amount of Bid Entered on Invitation to Bid Cover Sheet.
________ Similar Project Form
________ All required forms
________ Bid Envelope prepared as specified
________ It is the bidder’s responsibility to contact the Purchasing 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.
Plan Holder Information Sheet

**PLAN HOLDER INFORMATION SHEET 927-17-4**

Please complete and email this document to pdaley@rivierabch.com in the purchasing department. Your information will be added to the current plan holder list and help to insure receipt of changes or additional information.

---

**BID #927-17-4**

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 DEAN MEALY @dmealy@rivierabch.com. WE WILL RESPOND AS SOON AS POSSIBLE.)

**BID # 927-17-4**

Date: ______________________

Contact Person ____________________________________________________

Business Name ______________________________________________________

Business Address ____________________________________________________

Business City, State, Zip _____________________________________________

Fax No.: _______________ Office No: _______________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

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____________________________________________________________________

____________________________________________________________________
ATTACHMENT “A”

REQUIRED FORMS

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

1) BIDDER’S CERTIFICATION
2) BID COST PROPOSAL SHEET
3) SIMILAR PROJECT FORM
4) BID BOND
5) ADDENDUM PAGE
6) REFERENCES
7) DRUG FREE WORKPLACE
8) PUBLIC ENTITY CRIMES STATEMENT
9) SCHEDULE 1 – PARTICIPATION FOR SMALL BUSINESS ENTERPRISES
10) SCHEDULE 2 – LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS SUB-CONTRACTORS
11) SCHEDULE 3- LOCAL BUSINESS PARTICIPATION
12) SCHEDULE 4- LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS
13) STATEMENT OF NO BID

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 PURCHASING 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.
BIDDER’S CERTIFICATION

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

_________________________________________  MY COMMISSION EXPIRES: _____________
MAILING ADDRESS

_________________________________________  PERSONALLY KNOWN _____________
CITY, STATE, ZIP CODE

_________________________________________  OR PRODUCED
TELEPHONE NUMBER

_________________________________________  IDENTIFICATION _____________
FAX NUMBER

_________________________________________  TYPE: _________________
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
BID NO. 927-17-4
EVENT CENTER ROOFTOP FLOORING
SCOPE OF SERVICE ACKNOWLEDGMENT

Name of Firm: ______________________________________________________________

Principal Contact: ___________________________________________________________

Address: ___________________________________________________________________

Telephone: ______________________ Website: ________________________________

Email: _____________________________________________________________________

Price Quote : _____________________________________________________________( including automobile)

The CRA Requires The Contractor To Provide The Following. Please provide initials after each section as affirmation of compliance.

MATERIALS
All materials associated with the installation of the pedestal roofing systems which is detailed in exhibit B. Contractors should provide 10% added stock for future maintenance, this should be accounted for in final tabulation. Two sets of maintenance tools should also be provided, this cost should also be added to final tabulation.

Initials_________

ONSITE TRAINING
At the conclusion of the installation, the awarded entity must demonstrate the ability and willingness to provide onsite training to staff for maintenance and minor repair and replacement of broken tile and other materials associated.

Initials_________

WORK HISTORY
Qualified bidders should provide visual examples of completed (Pedestal System flooring) work along with professional references to affirm this fact. Qualified bidders must also provide proof of manufacturer certification for pedestal system installation.

Initials_________

PERMITTING
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 cost of all permits, fees, etc. shall be included in price bid except where noted in the specifications and requirements. The City of Riviera Beach Building Permit may be estimated at 3% of the construction cost. Permit fees shall be paid as a direct reimbursable expense and shall have no markup from the contractor. All cost associated should be captured in final tally.

Initials_________
**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 CRA. 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 CRA. **Warranties shall be indicated on the bid sheet or enclosed herewith.**

The awarded bidder should insure that materials used and the process of installation does not affect the integrity of the existing warranty on the existing pedestal system already in place. The warranty offered at completion of the installation should be compatible with existing warranty as seen in exhibit C.

**Pre Bid Meeting**
All prospective bidders must attend the Pre-Bid meeting prior to the closing of the acceptance period. During the pre-bid meeting material quantity should be verified and assurance of existing roof membrane being compatible with proposed pedestal system should be completed.

**Initials _________**
INVITATION FOR BID # 927-17-4

ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING

Company: ____________________________________________________________

Address: ____________________________________________________________

Contact: _____________________________________________________________

Signature of Authorized Officers: _________________________________________

EXHIBIT ‘A’ BID SCHEDULE

BID ITEMS

Contractor must pay all permit fees associated with this and these costs should be included in the bid price.

Permit fees will not be waived by the City under any circumstances

*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 COST SHEET

<table>
<thead>
<tr>
<th>CRA ROOFTOP FLOORING</th>
<th>QTY.</th>
<th>MATERIAL COST PER SQ FT</th>
<th>% OF DISCOUNT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL SQUARE FEET</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MATERIAL COST PER SQ FT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INSTALLATION COST PER SQ FT – TO INCLUDE TRAINING TO STAFF FOR MAINTENANCE AND MINOR REPAIR AND REPLACEMENT OF BROKEN TILE AND OTHER MATERIAL ASSOCIATED)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WARRANTY COST - IF NOT INCLUDED IN OVER COST PROPOSAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10% STOCK MATERIAL FOR FUTURE REPAIRS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TWO SETS OF MAINTENANCE TOOLS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAYS TO COMPLETE JOB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| LIST ALL ADDITIONAL COST | | | TOTAL |
|---------------------------|---------------------|---------|
|                           |                     |         |         |
|                           |                     |         |         |

<table>
<thead>
<tr>
<th>OVERALL TOTAL</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**SIMILAR PROJECT FORM**

<table>
<thead>
<tr>
<th>FLOORING INSTALLATION Location:</th>
<th>SAMPLE XXX MY STREET, SOMEWHERE, FL 99999</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner Contact Information:</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Owner Name:</td>
<td>Someone Brown</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>555-555-5555</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:someonebrown@email.com">someonebrown@email.com</a></td>
</tr>
</tbody>
</table>

| Your Company Name:              |                                                                                   |
| Agency Name:                    |                                                                                   |
| Project Name:                   |                                                                                   |
| Location:                       |                                                                                   |

| Owner Contact Information:      |                                                                                   |
| Owner Name (If Private Project):|                                                                                   |
| Phone Number:                   |                                                                                   |
| Email Address:                  |                                                                                   |

**NAMES OF PROJECT STAFF AND PROJECT MANAGER:**

| Start Date:                      |                                                                                   |
| Scheduled End Date:              |                                                                                   |
| Actual Completion Date:          |                                                                                   |

Picture of Installation of FLOORING
BID BOND

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)

______________________________ (Surety)

______________________________ (title)

Riviera Beach CRA Purchasing Department Page 29 Bid # 927-17-4
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.
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
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 one (1) references should be a local, county, state, or federal entity.)**

Additionally, contractors should submit a copy of their professional license AND their current Division of Corporation executed documentation (www.sunbiz.org).

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**
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)

______________________________ ____________________________
(TITLE/POSITION WITH COMPANY/VENDOR) (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

Riviera Beach CRA Purchasing Department Page 33 Bid # 927-17-4
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: ________________

<table>
<thead>
<tr>
<th>CONTRACT AMOUNT – SBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME, ADDRESS &amp; TELEPHONE</td>
</tr>
<tr>
<td>NUMBER OF SBE CONTRACTOR</td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
<tr>
<td>5.</td>
</tr>
</tbody>
</table>

TO BE COMPLETED BY PRIME BIDDER:

BID/RFP PRICE:  $______________  TOTAL % PARTICIPATION: ________________

Riviera Beach CRA Purchasing Department  Page  35  Bid # 927-17-4
SCHEDULE 2

Bid # 927-17-4

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):

   ___ an 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):

<table>
<thead>
<tr>
<th>Items</th>
<th>Projected Commencement Date</th>
<th>Projected Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Items</th>
<th>Projected Commencement Date</th>
<th>Projected Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

___% 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)

SCH-2
Riviera Beach CRA Purchasing Department   Page 36   Bid # 927-17-4
## SCHEDULE 3

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

<table>
<thead>
<tr>
<th>BID TITLE</th>
<th>BID NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF PRIME BIDDER</th>
<th>BID OPENING DATE</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE NO.</th>
<th>DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### CONTRACT AMOUNT – LOCAL BUSINESSES

<table>
<thead>
<tr>
<th>NAME, ADDRESS &amp; TELEPHONE NUMBER OF LOCAL CONTRACTOR</th>
<th>TYPE &amp; DESCRIPTION OF WORK TO BE PERFORMED</th>
<th>% TO BE PERFORMED BY LOCAL BUSINESS</th>
<th>ESTIMATED DOLLAR VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>%___________</td>
<td>$___________</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td>%___________</td>
<td>$___________</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td>%___________</td>
<td>$___________</td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td>%___________</td>
<td>$___________</td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td>%___________</td>
<td>$___________</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td>%___________</td>
<td>$___________</td>
</tr>
</tbody>
</table>

**TO BE COMPLETED BY PRIME BIDDER:**

<table>
<thead>
<tr>
<th>BID PRICE</th>
<th>TOTAL % PARTICIPATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_________</td>
<td></td>
</tr>
</tbody>
</table>

Riviera Beach CRA Purchasing Department
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:

<table>
<thead>
<tr>
<th>Items</th>
<th>Projected Commencement Date</th>
<th>Projected Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

______% 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. # 927-17-4

If you are not bidding on this service/commodity, please complete this form and return to: City of Riviera Beach Purchasing Department, 2051 Dr. Martin Luther King Blvd. Suite #310 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:

(Industry/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:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
18 Hanover® Pedestal Systems | Guardian® Paver System

High wind and special site conditions require an outstanding paver system. Severe site conditions have often ruled out the use of pavers on pedestals for beneath the surface water drainage. Hanover® has developed the Guardian® Paver System especially for the most severe conditions, which require an elevated roof paver pedestal system. This system will provide a monolithic paver surface which provides high wind uplift resistance. Guardian® (U.S. Patent #6,604,330 and Foreign Patents pending) is made up of a unique 3 piece pedestal and a shaped paver that, together, will "lock down" and utilize the entire roof paver surface.

The Guardian® System consists of the highest quality paver and a three-piece pedestal designed to prevent horizontal and vertical movement of the roof paver. The Guardian® Pedestal has a square top that allows its bolt to pass through to a base beneath, fitting into a recessed grooved portion of the Guardian® Paver.

The Guardian® Paver is also specifically shaped to solidly secure itself into the pedestal base. When tightening the screw in the top plate of the Guardian® System, only secure to a snug...

Hanover’s Guardian® System is specially designed for high wind uplift resistance.
In order to create the monolithic system, the Guardian® is combined with a specially designed Hanover® root paver. The Prest® Paver used for the system is sized at 23 1/2" x 23 1/2" with a 2" or 3" thickness. Available in a variety of colors and textures, the Guardian® Paver meets or exceeds all ASTM requirements for concrete unit paving. The Guardian® Pedestal System maintains a 1/8" joint for the root paver system.

The standard color for the assembly is black which can be used for the most extreme UV conditions. As shown below, the Guardian® top plate, pedestal and bolt are also available in all of Hanover's standard Prest® colors, as well as Glacier White. (For paver colors, please refer to pages 10 and 11.) These colors will blend with or contrast the paver installation. The Guardian® System can be special ordered in other colors when quantities permit.

The Guardian® Paver System is available in all of Hanover's Standard Prest® Paver colors.
Solar Reflectance
When reflectivity properties are important (LEED installations), Glacier White, shown right, has the highest values. For maximum reflectance values, the Glacier White Guardian® System should be used with Glacier White pavers. See pages 6 - 7 for more information on green roofs.

Sizes
Top Plate: 6" Square
Bolt: 3/4" Diameter Length varies with thickness of pavers
Base: 7 1/2" Diameter 3/4" Height

Packaging
Top Plate, Bolt and Base: 25 Pcs/Carton

Colors
Block Quarry Red
Quarry Red
Natural Red 15
Tan Brown
Cream Limestone Gray

U.S. Patent #6,605,330,525
Foreign Patents Pending

All Photos Copyright © 2011 Riviera Beach CRA

Bid # 927-17-4
# Hanover® Roof and Plaza Pavers | Sizes and Colors

Hanover® Paver sizes, thicknesses, weights and colors are all shown below. Pavers are available in custom sizes and colors when quantities permit. (Hanover® Pavers are manufactured metrically.)

### Sizes, Thicknesses and Weights

<table>
<thead>
<tr>
<th>Metric Size</th>
<th>Actual Size</th>
<th>Lightweight Roof Ballast Paver 15 lbs/sf</th>
</tr>
</thead>
<tbody>
<tr>
<td>297mm x 297mm</td>
<td>11 3/4&quot; x 11 3/4&quot;</td>
<td>297mm x 597mm x 32mm 11 3/4&quot; x 23 1/2&quot; x 1 1/4&quot;</td>
</tr>
<tr>
<td>301mm x 301mm</td>
<td>11 7/8&quot; x 11 7/8&quot;</td>
<td>597mm x 597mm x 32mm 23 1/2&quot; x 23 1/2&quot; x 1 1/4&quot;</td>
</tr>
<tr>
<td>304mm x 304mm</td>
<td>11 13/16&quot; x 11 13/16&quot;</td>
<td>Pedestal® Paver 22 lbs/sf</td>
</tr>
<tr>
<td>378mm x 378mm</td>
<td>14 7/8&quot; x 14 7/8&quot;</td>
<td>697mm x 597mm x 57mm 23 1/2&quot; x 23 1/2&quot; x 2 1/4&quot;</td>
</tr>
<tr>
<td>297mm x 447mm</td>
<td>11 3/4&quot; x 17 5/8&quot;</td>
<td>Special Size Paver 32 lbs/sf</td>
</tr>
<tr>
<td>297mm x 597mm</td>
<td>11 3/4&quot; x 23 1/2&quot;</td>
<td>Roof Ballast Application 2 1/4&quot; thickness</td>
</tr>
<tr>
<td>447mm x 447mm</td>
<td>17 5/8&quot; x 17 5/8&quot;</td>
<td>908mm x 908mm x 57mm 35 3/4&quot; x 35 3/4&quot; x 2 1/4&quot;</td>
</tr>
<tr>
<td>447mm x 597mm</td>
<td>17 3/4&quot; x 23 1/2&quot;</td>
<td>Stocked Finish: Diamond Stocked Color: Natural</td>
</tr>
<tr>
<td>447mm x 809mm</td>
<td>17 3/4&quot; x 35 3/4&quot;</td>
<td>Pedestal Bronze Application 2 1/2&quot; thickness</td>
</tr>
<tr>
<td>597mm x 597mm</td>
<td>23 1/2&quot; x 23 1/2&quot;</td>
<td>908mm x 908mm x 63mm 35 3/4&quot; x 35 3/4&quot; x 2 1/2&quot;</td>
</tr>
<tr>
<td>606mm x 606mm</td>
<td>23 3/4&quot; x 23 3/4&quot;</td>
<td>Architectural Finish: Tudor® Finish</td>
</tr>
<tr>
<td>597mm x 747mm</td>
<td>23 1/2&quot; x 29 1/2&quot;</td>
<td>Standard colors and custom colors are available on special order.</td>
</tr>
<tr>
<td>597mm x 897mm</td>
<td>23 1/2&quot; x 35 3/4&quot;</td>
<td>Relative Strength at 2&quot; thickness</td>
</tr>
<tr>
<td>756mm x 756mm</td>
<td>29 3/4&quot; x 29 3/4&quot;</td>
<td>Compressive: 8,500 psi</td>
</tr>
</tbody>
</table>

**Standard Walkway/Ballast Paver Thickness: 1 1/4"**

**Weight: 20 lbs/sf**

### Hanover® Roof and Plaza Pavers | Standard Colors with Tudor® Finish

Hanover's eight standard colors are shown below. Additional custom blending is available on special order when quantities permit. Please refer to the chart above for sizes, thicknesses and weights.

- **Quarry Red**
- **Charcoal**
- **Nature**
- **Red 15**
- **Tan**
- **Brown**
- **Cream**
- **Limestone Gray**

*Natural color finish. Pavers have a tendency to vary in color within any given shipment. It may vary in shade from gray/buff to light gray and even to a colored gray. The variance should be expected and considered normal for the Natural Color Finish Pavers.*

*Please Note: For stability of color, sealing is recommended. Two types of sealers are suggested: Hanover® Intensifying Sealer or Hanover® Natural Sealer.*
Hanover® Roof and Plaza Pavers | Custom Colors with Tudor® Finish

The blends shown below were developed by Hanover’s efforts to respond to particular project requirements. Additional custom blending is available on special order when quantities permit. Hanover’s Tudor® finish is a specialized texture designed to reveal the aggregates naturally. It gives the surface a granite-like appearance which adds slip resistant qualities to the paver.

Matrix #1458  Matrix #1025  Matrix #115  Matrix #1171*  Matrix #119  Matrix #1191*  Glacier White

Matrix #1914  Matrix #1916*  Matrix #1952  Matrix #1457  Matrix #1856  Matrix #1875*  Matrix #1810  Matrix #1649

Matrix #1767  Matrix #1442  Matrix #1111*  Matrix #1256  Matrix #1636  Matrix #1983  Matrix #2088  Matrix #2922

Matrix #1428  Matrix #2115  Matrix #2156  Matrix #1930  Matrix #1537  Matrix #2659  Matrix #2259  Matrix #2836

Colors shown are custom colors. Please contact a Hanover® Sales Representative for pricing.

* Colors are available with a Heavy Tudor®, Ground or Ground/Tudor® finish only.

Please Note: Additional custom blending is available on special order when quantities permit. The color photos shown in this catalog were prepared with great concern for accuracy. However, it is suggested that actual samples be requested before specifying. Due to the natural variance of the raw materials used, pavers can be expected to differ slightly from sample to actual product. If it is recommended that the pavers be cleaned after the installation is finished. Please contact our representatives for product suggestions.
12 Hanover® Pedestal Systems

Effectively draining water from a roof or plaza is a critical issue for every building. By using an elevated paver system, water is channeled away from the roof surface, reclaiming lost space. Hanover® has developed several pedestal systems to achieve level plaza deck surfaces—even those with unusual slope-to-drain configurations. Hanover® Pedestal Systems are designed to work together to accommodate a variety of roof slopes.

- High-Tab® Pedestal
- Flexible Leveling Shims
- EPDM Pedestals and Shims
- Elevator® Pedestal System
- Compensator® Leveling System

Hanover® Pedestal Systems

When leveling shims are needed, Hanover's High-Tab® Pedestal provides a spacer tab with increased height, greatly improving installations. With other pedestals, when one or more shims are used on top of pedestals, the height of the spacer tab is lessened, allowing pavers to shift from position or alignment. The added spacer tab height of Hanover's High-Tab® will secure each paver in its proper location.

The High-Tab® Pedestal can also be stacked without losing the performance of the higher spacer tab. High-Tab® have been designed to be turned and engaged—one into the other—in such a way that the integrity of the added height is still available from the top pedestal.

- Creates a more solid feel
- Increased spacer tab height
- Prevents paver misalignment
- Can be used with other Hanover® Pedestal Systems

Granite Paver on High-Tab® Pedestal

Prest® Paver on High-Tab® Pedestals

Pedestal Height

Waterproofing System

Structure

The illustration above shows a cross-section of a roof deck installation. It is important to note the use of an insulation board with a minimum of 60 psi and also a protection layer placed between the insulation and the Pedestals.
Final leveling adjustments can be made with Hanover's flexible Leveling Shims. These shims are rubber-like, preventing paver movement and providing a more solid feel. They will not slide as they eliminate "rigid on rigid" placement. Thicknesses are available in 1/8" (white) or 1/16" (black). Leveling Shims may be separated into halves or quarters for individual paver adjustments. They can be used with Hanover's High-Lab® Pedestal and Hanover's Elevato® Pedestal System.

- Available in two thicknesses
- Color coded for easy identification
- Flexible, rubber-like material
- Eliminates paver movement
- Gives installation a more solid feel

Hanover's EPDM Rubber Pedestal is a flexible paver support pedestal, allowing the pavers to follow the contour of the roof. The EPDM Pedestal is suitable for both architectural and Ballast applications where water drainage is required. When used in ballast applications, roof membranes are protected from the pavers. This 3/8" fixed height pedestal incorporates 1/8" spacer tabs and leveling shims to make installation easy. The EPDM rubber provides sound deadening qualities, is resistant to the ozone and severe weather conditions and creates a soft feel for walking. This pedestal is not stackable and must be considered only for low elevation support requirements.

Final adjustments can be made with Hanover's EPDM Leveling Shims. These shims prevent paver movement and provide a more solid feel. Thicknesses are available in 1/8" or 1/16".
14 Hanover® Pedestal Systems

Hanover® is pleased to provide an elevated pedestal system for those projects which require paver heights above 2" and up to 24". Hanover's Elevator® System has features included that greatly add to the performance, ease and stability of the installation.

Unlike any other pedestal, the top plate is supplied with pads that are an integral part of the top. These pads will quiet and secure the paver to the pedestal. Rigid-to-rigid (pedestal-to-paver) hard surfaces can create noise and paver movement when pedestrians walk across. The pads will help eliminate both conditions. Integral spacing tabs set uniform 1/8" space between pavers and aid with alignment. The Top Plate also provides over 42 square inches of bearing area.

As part of the Elevator® Pedestal System, Hanover® provides a Coupler to increase paver height by 2 1/2" - 4". Hanover's Coupler includes a circular flange with multiple holes, or eyelets, for ease of tie bracing. The ring of eyelets around the entire coupler, as well as the holes in the base, enables the installer to securely fasten wires quickly and easily when bracing is required.
Bracing is required for elevations above 16" and up to 24". Hanover® offers the NEW StayBar™ which fits firmly between Elevator® bases to prevent movement of the assembly. StayBar™ provides adequate stabilization for higher elevated power installations when used in conjunction with wire cross ties. Bracing should be achieved using a stainless steel 18 gauge wire, available through the MSC Catalog, part #01980188. Request installation guidelines for horizontal and cross bracing.

The Elevator® can be used with other Hanover® Pedestal Systems. In order to accommodate required elevations in the most efficient manner, Hanover® Pedestal Systems can be used in various combinations. The chart below demonstrates possible height solutions utilizing the High-Tab® Pedestal from 5/8" to 2" and Elevator® System from 2" to 24".

Hanover’s Elevator® Pedestal System meets:
- UL City Building Codes for Seismic Stability (ASTM D 1035 and D 4566 for plastic materials)
- Flame Spread Requirements (22F)
- Research Report 90-2563 (23F - 102F)

Caution: It is critical that two units and Couplers have a minimum insertion of these threaded of the unit to completely secure the pedestal and ensure stability. Additional couplers can be added for elevations up to 24’. Bracing is recommended for taller elevations of 16’ to 24’ maximum.

Staybars are required for elevations 16’ and above. The ratio of Staybars to elevations is approximately 2 Staybars to every Elevator. Quantities of Staybars may be more or less depending on the project. Make sure you have enough Staybars to secure all connections.

All specific configurations of core hing should be reviewed with a Hanover® Sales Representative.

**Note:** It is critical that Top units and Couplers have a minimum insertion of these threads of the unit to completely secure the pedestal and ensure stability. Additional couplers can be added for elevations up to 24’. Bracing is recommended for taller elevations of 16’ to 24’.

Heights shown are pedestal heights only. For final power installation height, add the thickness of the power to the pedestal height.

- 2" Base & Top 2’-3’
- 3” Base & Top 3’-4’ 3/4"
- 4” Base & Top 4’-5’ 1/4”
- 5” Base & Top & Coupler 5’-7’ 3/4”
- 6” Base & Top & Coupler 6’-9’ 3/4”
- 8” Base & Top & Coupler 7’-12’
- 9” Base & Top & Coupler 8’-15’
- 12” Base & Top & Coupler 9’-16’

*The use of additional couplers will attain heights up to 24’. Heights of 16’ to 24’ require special bracing installation details.*
Designers and installers of roof and deck applications are concerned with how to level the surface when installing pavers on a sloped installation. Recognizing this difficulty, Hanover® has developed the Compensator® Paver Leveling System. It permits fast and easy installation and precise alignment of raised pavers.

The Compensator® is a specially designed tapered circular base made of high density plastic making them impervious to water. This patented unit will "compensate" for the roof slope and when used with Hanover's Paver Support Pedestals will allow the installer to easily achieve a level surface for paver installations. Their unique twist-to-adjust design allows for easy adjustment.
The system is designed so that a variety of roof slopes can be accommodated. A roof slope of 1/8" will be leveled by using one Compensator®. By using two or more and aligning the units in the correct manner, roof slopes from 5/16" to 1/8" can also be leveled.

Support Pedestal and Leveling Shims

For elevation adjustments, Hanover® can provide a Support Pedestal and Leveling Shims for use with the Compensator®.
**Riviera Beach CRA Purchasing Department**

**Bid # 927-17-4**

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**HANOVER PLAZA DECK PAVER WARRANTY**

WHEREAS, SIPLAST, INC., Highway 67 South, Arkadelphia, Arkansas has sold Hanover Pavers and Paver Accessories which have been in use in a Hanover Plaza Deck Paver System to a building, and described as follows:

**OWNER:**
- **ADDRESS OF OWNER:** SAMPLE
- **JOB NAME & AREA:** SAMPLE
- **ADDRESS OF BUILDING:**

**USE OF BUILDING:**
If the Hanover pavers supplied by SIPLAST are proven to be defective in material during a period of ten (10) years from the date of first delivery thereof, the same will be repaired or replaced by SIPLAST. For purposes of this warranty, "defects" or "defective" shall refer only to any paver(s) caused by subterranean, cracking, or erosion, where such cracking or erosion results from a test or any weight greater than 1.47%, or by settling and evaluation, renders the paver(s) unsuitable for its intended use.

**Remedies:** The event that within ten (10) years of the date of its delivery, and paver(s) exhibit defects, SIPLAST shall, at its own cost and expense, either repair the defect(s) or supply replacement paver(s). As defined herein, the term "replacement" or "replacement paver(s)" shall mean providing replacement paver(s) only. F.O.B. Hanover, PA. Coverage shall include any labor or installation in excess of such replacement. This remedy of repair or replacement shall be the sole and exclusive remedy of any Claimant in this event of breach of the Warranty by SIPLAST. Without limitation of the generality of the foregoing, SIPLAST shall have no liability for consequential, incidental, special, or punitive damages such as, but not limited to, loss of profits or revenues, injury to person or property, loss of use or damage in associated material or equipment, cost of capital or anticipated profit or any claim to arise from defects or defective conditions in the paver(s). In no event shall the total liability of SIPLAST for any claim to arise from defects or defective conditions in the paver(s) be more than the actual value and cost to SIPLAST of the paver(s) replaced. For purposes of determining the applicability of damage limitation, the cost to SIPLAST of repair or replacement shall be the cost actually incurred by SIPLAST performing its obligation to repair or replace. In the event that more than five (5) years but less than ten (10) years following the original delivery of the pavers, the pavers shall exhibit defects, SIPLAST shall receive or replace the defective paver(s) subject to the terms and limitations described above, but the Claimant shall reimburse SIPLAST the percentage of the cost of such replacement as follows:

<table>
<thead>
<tr>
<th>Date of Claim</th>
<th>Customer Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 5 years, but less than 7</td>
<td>10%</td>
</tr>
<tr>
<td>More than 6 years, but less than 7</td>
<td>20%</td>
</tr>
<tr>
<td>More than 7 years, but less than 8</td>
<td>30%</td>
</tr>
<tr>
<td>More than 8 years, but less than 9</td>
<td>40%</td>
</tr>
<tr>
<td>More than 9 years, but less than 10</td>
<td>50%</td>
</tr>
</tbody>
</table>

**Exclusions:**
- This Warranty shall not apply to or provide any warranty for any damage, loss, defects or defective conditions which result from structural movement, building design defects, acts of God, vandalism, acts of any person, firm, or corporation other than SIPLAST. Failure of any component not manufactured by SIPLAST, negligence of purchase, installation, or any use, use of unapproved chemicals, failure to provide routine maintenance, or product misuse, including but not limited to, abnormal use and maintenance or any failure to follow installation instructions and procedures provided by SIPLAST. This Warranty is void if any salt or any product containing chlorides is used.
- This Warranty shall not apply to paver systems which are altered or modified. Neither shall this warranty apply to paver systems which are subjected to vehicular traffic, such as but not limited to, mobile washing equipment, snow removal equipment, hand trucks and/or skids used for delivery or repair, etc. This Warranty shall not apply to pavers utilizing special aggregates when used to achieve custom or aesthetic design pavers. SIPLAST shall have no responsibility for minor observation or minor shifting and settling, which does not affect the use of the pavers. All elements related to retrofitting of defective materials are expressly excluded from this warranty. All pavers which are cut or altered from the original manufactured size are expressly excluded from this warranty. This Warranty shall not apply unless the paver support pedestals and/or paver leveling devices utilized in the system shall be of a design and manufacturer acceptable to SIPLAST.

This Warranty will be the sole and exclusive remedy for any and all other warranties expressed or implied including any implied warranty of merchantability or fitness for any particular purpose.

**SIPLAST, INC.**

By: [Signature]

1000 Rochelle Blvd, Irving, Texas 75062-3946 • 469-995-2200 • www.sioplast.com

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**Riviera Beach CRA Purchasing Department**

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