

**CITY OF RIVIERA BEACH CRA
INVITATION TO BID
BID No. 932-18-1
MARINA EVENT CENTER MOTORIZED
LOUVERED ROOFING SYSTEM INSTALLATION**



Event	Date
DATE BID ISSUED	November 19, 2017
NON-MANDATORY SITE VISIT	November 30, 2017
DUE DATE FOR BIDDER QUESTIONS	December 07, 2017 @11 AM
BID DUE DATE	December 14, 2017 @11 AM
PROPOSED CRA AWARD DATE	TBD
START DATE	TBD

BID CONTACT:

PAMELA DALEY, MBA, CPPT

SENIOR PROCUREMENT SPECIALIST

**Riviera Beach CRA
2001 Broadway, Suite 300
Riviera Beach, FL 33404**

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

SUBMIT BID TO:

City of Riviera Beach Office of the City Clerk
 600 W. Blue Heron Blvd., Suite 140
 Riviera Beach, FL 33404
 (561) 845-4090

CITY OF RIVIERA BEACH CRA
 PALM BEACH, FLORIDA
INVITATION FOR BID

Bidder Acknowledgment

- GENERAL CONDITIONS -

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

BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

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

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 Acknowledgment 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 CLOSING: 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 closing.

BID TITLE: MARINA EVENT CENTER MOTORIZED LOUVERED ROOFING SYSTEM INSTALLATION		
BID NO. 932-18-1		
BUYER: Pamela Daley (561) 845-4180		
DELIVERY DATE 12/14/2017		
SEE SPECIAL INSTRUCTION		
CASH DISCOUNT TERMS		
IF BID EXCEEDS \$100,000, BIDDER MUST PROVIDE BID BOND OR CASHIERS CHECK IN THE AMOUNT OF 5% OF BID OR BID \$ _____ WILL BE REJECTED		
TOTAL BID AMOUNT: \$ _____		
FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER		
DUN & BRADSTREET NUMBER		
BIDDER NAME		
BIDDER MAILING ADDRESS/CITY/STATE/ZIP		
AREA CODE NO.	TELEPHONE	CONTACT PERSON
FAX NO.	INTERNET ADDRESS	
AUTHORIZED SIGNATURE (original in ink)		
TYPED NAME OF SIGNER		TITLE

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 closing date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Procurement Department immediately, prior to Bid closing 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 Procurement 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 Procurement Department for information and assistance.

In compliance with Florida Public Entity Crime Statute (Section 287.132, 133), the attached Public Entity crime Form should be fully executed, notarized and submitted with bid response once per calendar year. No award will be executed with any person or affiliate identified on the State of Florida Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and 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 whomsoever.
 - (b) **F.O.B.** - as specified in Special Instructions to bidder.
 - (c) **TIE BIDS:** The award on tie bids will be in accordance with the provisions of the Procurement Code.
 - (d) **TAXES:** City of Riviera Beach is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar 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 Procurement Department before or by the final day and time for questions as indicated. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Procurement Department.
- 16. **EEO STATEMENT:** The City of Riviera Beach is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age and sex.
- 17. **BID TABULATION:** Bidders desiring a copy may request same by enclosing a self-addressed, stamped envelope with their bid.
- 18. **BID FORMS:** All bid proposals must be submitted on our standard Invitation to Bid form. Bid proposals on vendor quotation forms will not be accepted.
- 19. **POSTING OF BID TABULATIONS:** Bid tabulations will be posted within a period of 72 hours for review by interested parties, at the Procurement website @ www.rivierabch.com and at the Procurement Department at 2051 Dr. Martin Luther King Blvd., Riviera Beach, Florida. Failure to file a protest to the Procurement 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 Procurement, 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 been reasonably expected to know of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within five calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

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

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

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

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

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

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

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

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

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

30. **BID SECURITY AND PERFORMANCE BONDS**

Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the Procurement 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 determine that the bid fails to comply only in a non-substantial manner with the security requirement.

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

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

35. **EXECUTION OF AGREEMENT:** The successful bidder shall, within ten (10) working days after notification of award by the City, enter into a contract with the City on forms as included within the Invitation to Bid documents for the performance

of work awarded and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award and City keeping bid security.

36. **SPECIAL CONDITIONS:** Any and all special conditions that may vary from these standard conditions shall have precedence.
37. **ADDITIONAL INFORMATION:** The entire chapter of the City of Riviera Beach Procurement Code describing the aforementioned subject matter can be obtained from the Procurement Department. You may also view and/or download the Request for Proposals, Requests for Quotation, Request for Letters of Interest, structure of the Procurement Department, telephone directory, and How to do Business with the City of Riviera Beach on the internet at: www.rivierabch.com.

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.

BID CLOSING DATE:

Bids will be received until 11/14/2017 @ 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 shortly after the stated close 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.

**SECTION 1
GENERAL INFORMATION TO BIDDERS
BID NO. 932-18-1**

Motorized Louvered Roofing System Installation

The Riviera Beach Community Redevelopment Agency (CRA) will be accepting bids for the installation of a motorized louvered roofing system to the west side of the Marina Village Event Center roof top bar installed over the existing pergola as seen in Exhibit "A". Bid specifications are included in this document. The proposed drawings can be seen on Exhibit B. The roofing system can be powered by solar panels and back up should come from a hard wired source. The system should be painted with a white powder coated product and should match the existing pergola.

The CRA reserves the right to reject any and/or all bids and waive technicalities and/or any irregularities therein. The CRA further reserves the right to award a contract to that bidder whose proposal best serves the interests of the CRA in the sole discretion of the CRA.

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 RBCRA. 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:

- 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

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 Procurement Department.

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

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 Procurement Department.

SECTION 2

GENERAL TERMS AND CONDITION

The purpose of this Invitation to Bid is to obtain firm pricing for the purchasing of material and other cost associated with installation of a Louvered roofing system to the pergola located on the west side the Marina Event Center rooftop bar area, for the Riviera Beach Community Redevelopment Agency as specifically outlined in this package.

Descriptions of services to be performed are detailed in the pages that follow.

This Invitation to Bid, General Terms and Conditions, Instructions and Information for Bidders and Technical Specifications, Addenda and/or any other pertinent document, form a part of this proposal and by reference are made a part thereof. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the City, on or before the closing date and time. The CRA shall in no way be responsible for delays caused by any other occurrence. Offers by mail or hand delivery shall be acceptable. Offers by electronic mail will not be acceptable. The CRA shall in no way be responsible for any expenses incurred by a firm in the preparation of and submission of bids. All parties shall provide a straight forward, delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The Bid must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, date and time of Bid opening, and Bid number and title. Bids not submitted on the approved forms and omitting this information shall be rejected. By submitting a Bid, the Bidder agrees to all terms and conditions specified herein. **NO EXCEPTIONS TO THE TERMS AND CONDITIONS WILL BE ALLOWED.** Each bid should follow the format explained in this document and the schedule proposed and customized to ensure the safety and protection of property.

Submittal of a bid in response to this Invitation to Bid constitutes an offer by the Bidder. Bids that do not comply with these requirements may be rejected at the option of the Riviera Beach Community Redevelopment Agency (CRA) herein referred to as "CRA".

Interested parties may acquire a copy of the Invitation to Bid by visiting the CRA's website www.rbcra.com and the City of Riviera Beach website at www.rivierabch.com or obtaining a copy from the CRA Office at the address listed above.

The CRA shall not be responsible for oral interpretation given by any CRA issuance. A written addendum is the only official method whereby interpretation, clarification, or additional information can be given. **If any addenda are issued to this Invitation to Bid, the CRA will attempt to notify all known bidders; however, it shall be the responsibility of each bidder prior to submitting their Bid to determine the issuance of addenda. Addenda will generally be available in the CRA's office if published. All addenda must be submitted with the official CRA form attached.**

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 Procurement Director or Procurement Designee.

CODE REQUIREMENTS

The CONTRACTOR and his 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 CRA'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 CRA 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 CRA 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.

INVOICING

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

CONE OF SILENCE

Once published, no entity filing a response to this BID shall through their principal, attorneys, or agents, contact members of the CRA Commission for the purposes of discussing any aspect of this BID or 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 members of the CRA Commission. **Any action in violation of this provision shall be cause for disqualification of BID.**

NON-COLLUSION STATEMENT

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any CRA or City of Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), 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 CRA of 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 5 percent 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 vendor.

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times conduct his 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.

Except as may be approved by the Public Works Director following rules apply. No more than one-half of the road or street shall be closed and traffic shall be controlled to provide minimum hindrance and inconvenience. No road or street shall be closed to the public. There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

The City's 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.

CONTRACT

The CRA shall issue a purchase order incorporating this Invitation to Bid and the Bid documents submitted by the bidder with whom to contract. Such purchase order together with the CRA standard contract for construction 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 Executive Director of the CRA or CRA Designee.

Contractor shall not transfer or subcontract any work either in whole or in part, without prior

written approval of the Executive Director of the CRA or CRA Designee.

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.

Note: Contractors are required to obtain and maintain active service for the following equipment: **fax machine, pager, or cellular phone** (see equipment requirements).

CONTRACT PERIOD

The contractor shall complete all work necessary for substantial completion if ready for its intended use within sixty (60) calendar days with final completion and resolution of all punch list items within thirty (30) calendar days following substantial completion.

CONTRACT AMOUNT

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

DEDUCTION FOR NOT COMPLETING ON TIME

If the contract work is not fully completed, the contractor shall pay the CRA, not as a penalty, but as liquidated damages, a sum equal to Five Hundred Dollars (\$500) for each day between scheduled substantial completion and the actual substantial completion, as well as Two Hundred Fifty Dollars (\$250) for each day elapsing in excess of the thirty (30) days between substantial and final completion.

SUBSTANTIAL COMPLETION

Substantial completion means in this application that the project is ready for its intended use.

FINAL COMPLETION

Final completion means that the project is complete.

PROTECTION OF PROPERTY

The Contractor shall at all-time guard against damage or loss to the property of the CRA, and the City of Riviera Beach or other owners and shall be held responsible for replacing or repairing any such loss or damage. The CRA 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 his 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 CRA harmless from all claims made on account of such damage.

UNANTICIPATED FIELD CONDITIONS, CHANGE ORDERS AND CLAIMS FOR DELAY

Any field conditions that are materially different than those provide in the bid document which may have implications for potential delays or require additional equipment and other related costs must be reported within twenty four (24) hours to the Executive Director or his designee. Any related delay claims or change orders must be approved by the Executive Director or his

designee prior to the execution of work.

INSPECTION/ACCEPTANCE OF WORK

Acceptance of work performed will be made by the CRA once the CRA 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

Payment will be made by the CRA after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must state the purchase order number. Contractor shall present an invoice to the CRA upon completion. Invoices shall be itemized consistent with the work request and shall show property location/address, work request number, date completed and charges. Payment for services shall be made only for work performed and requested of the Contractor and accepted by the CRA.

PAYMENT TO SUBCONTRACTORS, SUPPLIERS AND SUB-SUBCONTRACTOR

Pursuant to the provision of F.S. 218-.735(6) , as may be amended, when a prime contractor receives payment from the CRA 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.

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 Executive Director of the CRA to exceed \$50,000. 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 CRA. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$50,000 when then circumstances warrant in the opinion of the Executive Director of the CRA.

INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless and defend the CRA, 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 CRA, 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 CRA, its agents,

servants, officers, or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent b the CRA 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 CRA'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 CRA whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

SECTION 3

PROJECT DESCRIPTION/BACKGROUND SOW

The City is seeking a qualified licensed/certified contractor to provide the installation of motorized Louvered roofing system to pergola covering the rooftop bar area on the west side of the Marina Village Event Center roof top as seen in Exhibit "A". Bid specifications are included in this document. The proposed drawings can be seen on Exhibit B.

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 Louvered roof system to the west side of the Marina Village Event Center roof top bar installed over the existing pergola 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 and CRA Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City\CRA projects.

The contract time for this solicitation shall be for **60 calendar days** from issuance of the Notice to Proceed to Project Completion. Total Calendar Days shall be **60 days** unless specifically indicated in the origination of the requisition.

SECTION 4

BID CLOSING DATE:

Sealed bids must be clearly marked "BID 932-18-1 Marina Event Center Motorized Louvered Roofing System Installation" and will be received until **11:00 A. M., ON 12/14/2017** at the Office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, Florida 33404. Bids will be opened publicly and read aloud in the Council Chambers or City Clerk's lobby on the specified date and time, or soon thereafter. 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:

Procurement Department
2051 MLK Blvd. Suite 310
Riviera Beach, FL 33404
Email: pdaley@rivierabch.com

The last day to submit questions concerning this BID shall be **12/07/2017** 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.

Event	Date
DATE BID ISSUED	November 19, 2017
NON - MANDATORY SITE VISIT	November 30, 2017
DUE DATE FOR BIDDER QUESTIONS	December 07, 2017 @11 AM
BID DUE DATE	December 14, 2017 @11 AM
PROPOSED CRA AWARD DATE	TBD
START DATE	TBD

SECTION 5

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 **60 days** from issuance of the Notice to Proceed. As the project is anticipated to be constructed in phases, specific time constraints 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 (Brynt Johnson) 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 5:00 pm.

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.

SECTION 6

INSURANCES

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional Liability	\$1,000,000 Per Occurrence
Commercial General Liability (Products/Completed Operations, Contractual, Insurance Broad Form Property, Independent Contractor, Personal Injury)	\$1,000,000 Per Occurrence \$1,000,000 Annual Aggregate
Errors and Omissions	\$1,000,000 Annual Aggregate
Automobile (Owned, Non-Owned, & Hired)	\$1,000,000 Single Limits
Worker's Compensation, As Applicable	\$1,000,000 Per Accident \$1,000,000 Disease Each Employee \$1,000,000 Disease Policy Limit
Including Employer's Liability Insurance	\$1,000,000 Per Occurrence

The commercial general liability and excess liability policies will name the CRA as an additional insured, and proof of such coverage shall be furnished to the CRA 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 CRA and the successful Proposer. All such insurance policies may not be modified or terminated without the express written authorization of the CRA. The insurance requirements set forth herein may be modified by the CRA in its sole discretion in competitive negotiations. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's 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 proposing firm's or individual's proposal.**

For information regarding technical and contractual matters of this Invitation to bid, please contact: **Andre' Lewis- Project Manager 561-844-3408.**

SECTION 7

BID PROTEST MINIMUM REQUIREMENTS, COST AND FILING FEES

- a. Written Protest. The written protest submitted to the Executive Director of the CRA 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.
- b. Appeal to the CRA Board of Commissioners. The written request for an appeal to the CRA Commission 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.
- c. Refund of Filing Fees. All costs resulting from a protest shall be borne by the Protestor. If a protest is upheld by either the Procurement Director or CRA Executive Director, as applicable, the filing fee shall be refunded to the Protestor less costs incurred by the CRA. If the protest is denied the filing fee shall be forfeited to the CRA in lieu of payment of costs incurred by the CRA.

PUBLIC RECORDS

The Independent Contractor shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- a. Keep and maintain all public records that ordinarily and necessarily would be required by the CRA to keep and maintain in order to perform the services under this Agreement.
- b. Provide the public with access to said public records on the same terms and conditions that the CRA would provide the records and 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.
- d. Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the CRA.

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
BID NO. 932-18-1
Motorized Louvered Roofing System Installation
SCOPE OF SERVICE ACKNOWLEDGMENT

Name of Firm:

Principal Contact:

Address:

Telephone:

Email:

Website:

Price Quote : _____ **(including automobile)**

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

WORK HISTORY

Qualified bidders should provide visual examples of completed (Motorized *Louvered Roof System*) installation work along with professional references to affirm this fact.

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.**

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) LICENSES & CERTIFICATIONS**
- 3) COMPANY BROCHURE & QUALIFICATION**
- 4) INSURANCE CERTIFICATION**
- 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) BID COST PROPOSAL SHEET**
- 14) BID BOND**

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

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

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 CRA 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 CRA 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

Sworn to and subscribed before me this _____ day of _____, 20__.

PRINTED NAME AND TITLE

SIGNATURE OF NOTARY

MAILING ADDRESS

MY COMMISSION EXPIRES: _____

CITY, STATE, ZIP CODE

PERSONALLY KNOWN _____

TELEPHONE NUMBER

OR PRODUCED

IDENTIFICATION _____

FAX NUMBER

TYPE: _____

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

Proposer 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.

Contractors should submit a copy of their professional license.

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: _____

DRUG FREE WORKPLACE

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

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

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

THIS CERTIFICATION is submitted by _____ the
(INDIVIDUAL'S NAME)

_____ Of _____
(TITLE/POSITION 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

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 [\$10,000.00] 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)

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 the CRA, 2001 Broadway Suite 300, 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 Oblige shall accept the bid of the principal and the Principal shall enter into a Contract with Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding 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, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 _____, 2017.

Witnesses:

Principal (seal)
By: _____
(Title)
For: _____
(Surety) (Seal)
By: _____

EXHIBIT A

Proposed Installation Area



EXHIBIT B

PROPOSED SPECIFICATION

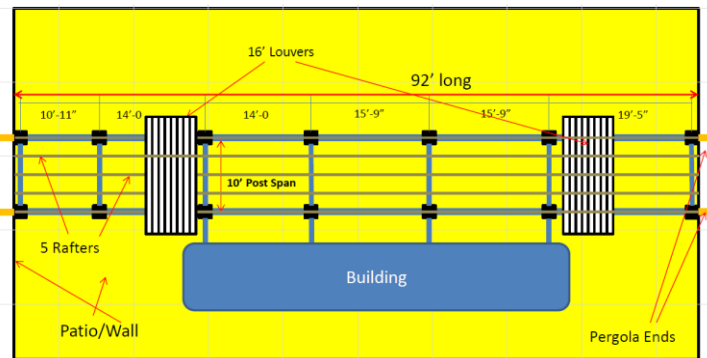


EXHIBIT D

LOUVERED SYSTEM INSTALLATION EXAMPLES



BID COST PROPOSAL SHEET #1
(To Be Completed By the Bidder)

INVITATION FOR BID # 932-18-1

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

Company: _____

Address: _____

Contact: _____

Signature of Authorized Officers: _____

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 nor the CRA 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 PROPOSAL SHEET #2
(To Be Completed By the Bidder)

INVITATION FOR BID # 932-18-1

BID SCHEDULE

CRA ROOFTOP	TOTAL SF	UNIT PRICE	TOTAL
MATERIAL COST PER SQ. FT	1500		
INSTALLATION COST PER SQ FT	1500		

LIST ALL ADDITIONAL COST			TOTAL

OVERALL TOTAL	TOTAL

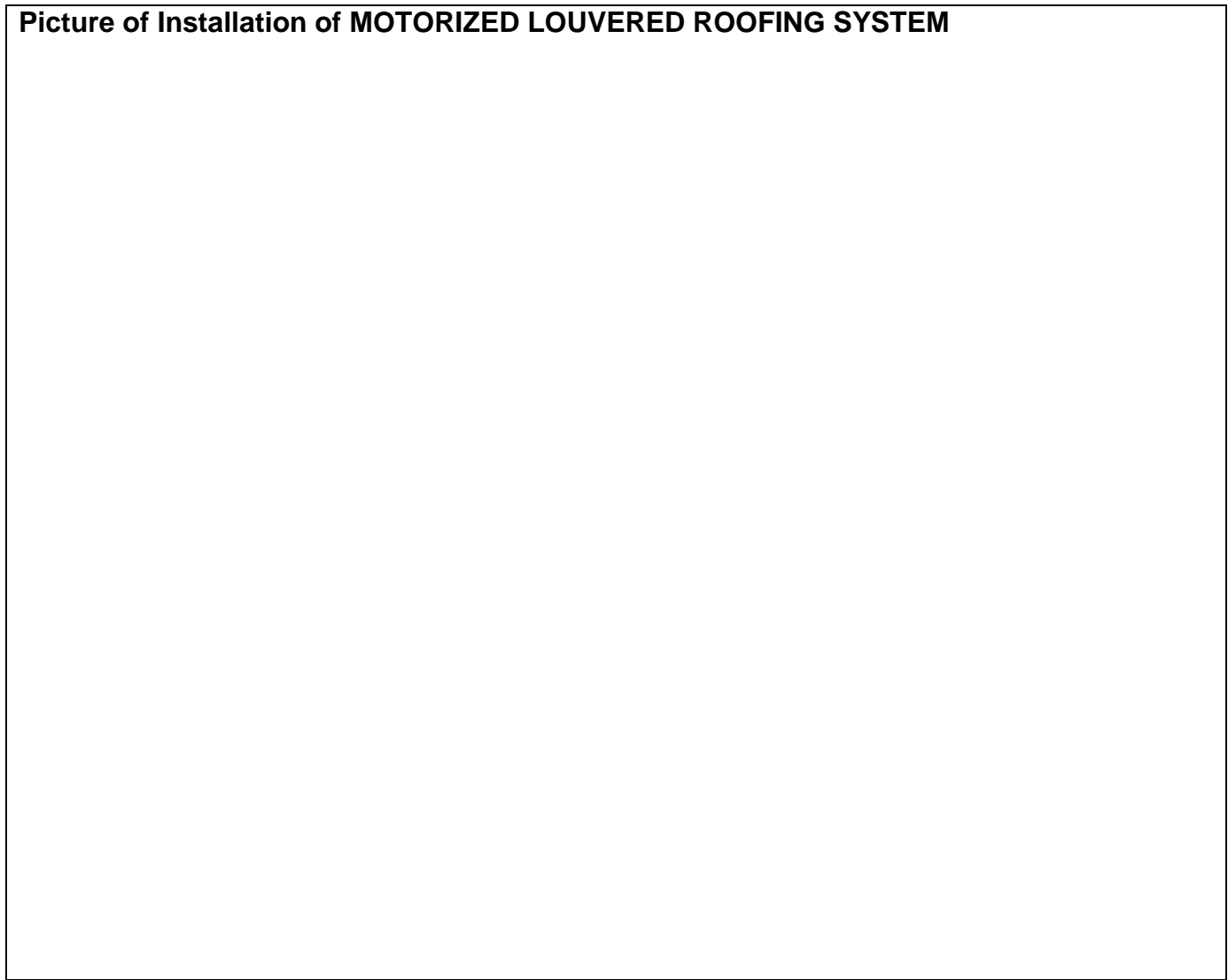
SIMILAR PROJECT FORM

FLOORING INSTALLATION	Location:	SAMPLE	XXX MY STREET, SOMEWHERE, FL 99999
Owner Contact Information:-----			
Owner Name:	Someone Brown		
Phone Number:	555-555-5555		
Email Address:	someonebrown@email.com		

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 MOTORIZED LOUVERED ROOFING SYSTEM



SCHEDULE 1

PARTICIPATION FOR SBE CONTRACTORS/PROPOSERS

BID/RFP TITLE: _____

BID NUMBER: _____

NAME OF PRIME BIDDER: _____

BID OPENING DATE: _____

CONTACT PERSON: _____ TELEPHONE NO. _____

DEPARTMENT: _____

CONTRACT AMOUNT – SBE

	<u>NAME, ADDRESS & TELEPHONE NUMBER OF SBE CONTRACTOR</u>	<u>TYPE & DESCRIPTION OF WORK TO BE PERFORMED</u>	<u>CERTIFICATION</u>		
1.	_____ _____ _____	_____ _____ _____	PALM BEACH COUNTY	STATE	OTHER
2.	_____ _____ _____	_____ _____ _____	PALM BEACH COUNTY	STATE	OTHER
3.	_____ _____ _____	_____ _____ _____	PALM BEACH COUNTY	STATE	OTHER
4.	_____ _____ _____	_____ _____ _____	PALM BEACH COUNTY	STATE	OTHER
5.	_____ _____ _____	_____ _____ _____	PALM BEACH COUNTY	STATE	OTHER

TO BE COMPLETED BY PRIME BIDDER:

BID/RFP PRICE: \$ _____

TOTAL % PARTICIPATION: _____

SCHEDULE 2

BID NUMBER: _____

LIAISON: _____

LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE

TO: _____
(NAME OF PRIME BIDDER)

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

____ a individual ____ a corporation ____ a partnership ____ a joint venture

____ The undersigned is certified as a SBE.

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

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

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

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

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

(NAME OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

DATE: _____

BY: _____
(SIGNATURE OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

SCH-2

SCHEDULE 3

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

BID TITLE: _____

BID NUMBER: _____

NAME OF PRIME BIDDER: _____

BID OPENING DATE: _____

CONTACT PERSON: _____

TELEPHONE NO. _____ **DEPARTMENT:** _____

CONTRACT AMOUNT – LOCAL BUSINESSES

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

TO BE COMPLETED BY PRIME BIDDER:

BID PRICE: \$ _____

TOTAL % PARTICIPATION: _____

SCHEDULE 4

BID NUMBER: _____

LIAISON: _____

LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

TO: _____
(NAME OF PRIME BIDDER)

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

____ **a individual** ____ **a corporation** ____ **a partnership** ____ **a joint venture**

____ The undersigned is a qualified Local Business.

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

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

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

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

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

(NAME OF LOCAL CONTRACTOR)

DATE: _____

BY: _____
(SIGNATURE OF LOCAL CONTRACTOR)

SCH-4

STATEMENT OF NO BID

BID NO. # 932-18-1

If you are not bidding on this service/commodity, please complete this form and return to: City of Riviera Beach Procurement 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

TELEPHONE: _____

HISPANIC

WOMEN

SIGNATURE: _____

DATE: _____

We the undersigned have declined to bid on your Bid No. _____ for _____ because of the following reasons:

(Service/Commodity)

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

_____ INSUFFICIENT TIME TO RESPOND TO THE INVITATION TO BID

_____ WE DO NOT OFFER THIS PRODUCT OR AN EQUIVALENT

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM

_____ UNABLE TO MEET SPECIFICATIONS

_____ SPECIFICATIONS UNCLEAR (EXPLAIN BELOW)

_____ OTHER (SPECIFY BELOW)

REMARKS:
