

# TOWN OF PALM BEACH



## INVITATION TO BID NO. 2018-06

### TOWN FOUNTAINS MAINTENANCE AND REPAIR

Event	Date
Non-Mandatory Pre-Bid Meeting or Site Visit	November 1, 2017
Date ITB Issued	October 22, 2017
Due date for bidder questions	Until seven (7) days prior to the submittal date
Due date for bidder responses	Until five (5) days prior to the submittal date
ITB Due Date	November 21, 2017
Start Date	December 2017

**BID CONTACT:** Sandy Shea, Buyer, Public Works

No phone inquiries will be accepted. All correspondence shall be directed to the purchasing division via email to [sshea@TownofPalmBeach.com](mailto:sshea@TownofPalmBeach.com) or Fax (561) 835-4688.

### Purchasing Division

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### FINANCE DEPARTMENT

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**TOWN OF PALM BEACH**  
**BID No. 2018-06**  
**TOWN FOUNTAINS**  
**MAINTENANCE AND REPAIR**

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## TOWN OF PALM BEACH

### Advertisement for Bids

**BID No. 2018-06**

### **TOWN FOUNTAINS MAINTENANCE AND REPAIR**

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Sealed bids for BID No. 2018-06 - Town Fountains Maintenance And Repair will be received by the Town of Palm Beach, Florida, at the Purchasing Office, 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401, until **November 21, 2017 at 2:00 P.M.** At that time all bids will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

A non-mandatory pre-bid meeting will be held at **10:00 AM, November 1, 2017**, at the Public Works Facility, located at 951 Okeechobee Road, West Palm Beach, FL 33401. Attendance is strongly encouraged as this will be the only forum to seek clarification from Town staff. After the Bid has been awarded, no extra-charge or compensation will be allowed as a result of failure to attend the conference and resulting site visit.

An **original and two (2) copies** of the proposal shall be submitted in sealed envelopes/packages addressed to Sandy Shea, Purchasing Division, Town of Palm Beach, Florida, and marked "**Bid No. 2018-06 – Town Fountains – Maintenance and Repair**". Companies desiring a copy of the Invitation to Bid may obtain such documents from the Town's website at [www.townofpalmbeach.com](http://www.townofpalmbeach.com), (click "Doing Business," click "Bids and Requests for Proposals" and follow the instructions). For further information, contact the Purchasing Office, 951 Okeechobee Road, Suite D, West Palm Beach, FL 33401, Telephone (561) 838-5406.

The Town reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. The Town further reserves the right to award the contract to that bidder whose proposal best complies with the bid specification. No bidder may withdraw their bid for a period of ninety (90) days from the date set for the opening thereof.

**Sandy Shea**  
**Buyer, Public Works**

**Dated:       October 22, 2017**  
**October 29, 2017**

**Published:   Palm Beach Post**  
**DemandStar**



## TOWN OF PALM BEACH

BID No. 2018-06

### TOWN FOUNTAINS MAINTENANCE AND REPAIR

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#### GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

##### 1. **GENERAL INFORMATION**

These documents constitute the complete set of specification requirements and bid forms. Bid Proposal response is to be filled in, signed, sealed and mailed or presented to the Purchasing Division on or before the specified date and time.

It is sole responsibility of the bidder to ensure that his/her bid reaches the Purchasing Division on or before the closing date and time. The TOWN shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram or facsimile will not be accepted.

The bid time must be and shall be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened.

All bids must be typewritten or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm.

Bidders shall not be allowed to modify their bids after the opening date and time. Bid files may be examined during normal working hours, after bid opening, by appointment only.

For information concerning this bid, please contact Purchasing Division via email: [solicitations@TownofPalmBeach.com](mailto:solicitations@TownofPalmBeach.com) or via Fax (561) 835-4688.

##### 2. **PRICE/DELIVERY**

Price quoted must be the price for new merchandise and free from defects. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by Town of Palm Beach, herein referred to as TOWN, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the bid form, the vendor must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this bid are to be made during the normal working hours of the TOWN. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the TOWN reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

##### 3. **FEDERAL AND STATE TAX**

TOWN is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the TOWN shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the TOWN, nor shall any said vendor or contractor be authorized to use the Town's tax exemption number in securing such materials.

#### **4. ACCEPTANCE / REJECTION**

TOWN reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the TOWN will be in the best interest of and/or the most advantageous to the TOWN. TOWN also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. TOWN reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

#### **5. ALTERNATIVES / APPROVED EQUAL / DEVIATIONS**

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that 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. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid.

The TOWN shall make the determination as to whether any alternate product or service is or is not equal, and such determination shall be final and binding upon all bidders.

When an item is marked "No Substitutions" alternates or equivalents will not be accepted.

The bidder shall be responsible for reading carefully, and understanding completely, the requirements and 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. Any item(s) that do not meet the TOWN specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by TOWN), the bidder will be required to compensate the TOWN for difference in price incurred from going to the next low bidder.

#### **6. NON-COLLUSION**

Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies or equipment, and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

#### **7. CONFLICT OF INTEREST**

The award is subject to provisions of State Statutes and Town Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the TOWN. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

#### **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.

- (a) Vendors doing business with the TOWN are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

(b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a vendor submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids are received either from vendors who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with TOWN purchasing procedures pertaining to tie bids.

(c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity, crime may not submit a bid on a contract to provide any goods or services to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

**9. UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the TOWN for any terms and conditions not specifically stated in the Invitation to Bid.

**10. MISTAKES**

In the event of extension error(s) the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the bidder.

**11. AVAILABILITY OF FUNDS**

The obligations of the TOWN under this award are subject to the availability of funds lawfully appropriated for its purpose by the Town Council.

**12. EEO STATEMENT**

TOWN 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, sex, age and non-disqualifying physical or mental disability.

**13. BID TABULATION**

Bidders desiring a copy of the bid tabulation of the Invitation to Bid may obtain them by going to the Town's website at [www.townofpalmbeach.com](http://www.townofpalmbeach.com), (click "Doing Business" click "Sealed Bids/Requests for Proposals" and follow the instructions).

**14. BID FORMS**

All bid proposals must be submitted on our standard Invitation to Bid (ITB) form. Bid proposals on vendor quotation forms will not be accepted.

**15. CONTRACTUAL AGREEMENT**

This Invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement bid document (original Terms and Conditions) and response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by vendor must be enclosed as part of the bid response.



**16. SUBCONTRACTING**

If a vendor subcontracts any portion of a contract for any reason, he/she must state the name and address of the subcontractor and the name of the contact person on the attached "Schedule of Subcontractors Form." TOWN also 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. TOWN reserves the right to make a determination as to the foregoing.

**17. INFORMATION**

Any questions by prospective vendors should be directed to the Purchasing Division contact, noted on page no. 3, who is authorized only to direct inquiries to various portions of the bid so bidders may read and interpret such for themselves. No authorization is allowed by Purchasing personnel to interpret, or give information as to bid requirements in addition to that, which is contained in the original bid document. Interpretation of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum.

**18. PRICES QUOTED**

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety days (90) days from the date of bid opening or time stated in Special Conditions.

**19. PAYMENT**

Payment will be made by the TOWN after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the order number. Payment shall be made within 30 days of such acceptance.

**20. DISCOUNT**

Bidders may offer a discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in Special Conditions. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

**21. CERTIFICATIONS**

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Occupational License for Palm Beach County. Copy of certificate and license must be submitted with bid and must be in the name of the vendor shown on the Bid Proposal page.

**22. LICENSES AND PERMITS**

When applicable, it shall be the responsibility of the successful bidder to obtain at no additional cost to the TOWN, any and all licenses and permit required to complete contractual service. A copy of these licenses and permits shall be submitted prior to commencement of work. Permit fees shall be waived for this work, however, the successful vendor must pay any applicable TOWN Occupational License fees.

**23. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

**24. MATERIAL SAFETY DATA SHEET**

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this bid. The MSDS must include the following information:

- (a) The identity used on the chemical product's label.

- (b) The chemical and the common name(s) of all ingredients, which have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).
- (d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.
- (e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
- (f) The primary route(s) of entry.
- (g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
- (h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
- (i) Any general applicable precautions for safe handling and use that are known.
- (j) Any general applicable control measures, which are known.
- (k) Emergency and first aid procedures.
- (l) The date of MSDS preparation or last change to it.
- (m) The name, address and telephone number of the chemical Manufacturer or importer.

**25. SAFETY REGULATIONS**

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

**26. CODES AND REGULATIONS**

The vendor must strictly comply with all Federal, State and local building and safety codes.

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**BID No. 2018-06**

**TOWN FOUNTAINS  
MAINTENANCE AND REPAIR**

**SPECIAL TERMS AND CONDITIONS**

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**1. ADDENDUMS**

The Purchasing Office will receive written requests for clarification concerning the meaning or interpretations of the bid, until **seven (7)** days prior to the submittal date; requests may be sent via email to [sshea@townofpalmbeach.com](mailto:sshea@townofpalmbeach.com) or via fax to (561) 835-4688. Town personnel are authorized only to direct the attention of prospective proposers to various portions of the bid so that they may read and interpret such for themselves. No employee of the Town is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to what is contained in the written bid documents.

The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. Written addenda may be provided up to **five (5)** calendar days before the date fixed for receiving the bids. Any oral explanation(s) given before the bid opening will not be binding.

**2. TOWN CONTRACT COORDINATOR**

The Town of Palm Beach shall designate a Contract Coordinator who shall act on behalf of the Town with respect to monitoring contractor performance under this contract.

The administration of this contract is vested in the Contract Coordinator. The Contract Coordinator shall have complete authority to require the Contractor to comply with all provisions of this Contract. However, the provisions of this Contract shall not be altered, waived or revoked by the Contract Coordinator.

The Contract Coordinator principal duties shall be:

- A. Liaison with Contractor.
- B. Coordinate and approve all work under the contract.
- C. Resolve any disputes.
- D. Assures consistency and quality of Contractor's performance.
- E. Schedule and conduct Contractor performance evaluations and document findings.
- F. Review and approve for payment all invoices for work performed or items delivered.

**3. PRE-BID CONFERENCE**

All interested Proposers are invited to attend a **Pre-Bid Conference on November 1, 2017, at 10:00 A.M. in the Public Works Meeting Room, located at 951 Okeechobee Road, West Palm Beach, FL, 33401**. At that time, the Town's representatives will be available to answer questions relative to this Request for Proposal. Any modifications may be presented in writing to, or discussed with the Town's representative(s) as possible amendments to the Bid document.

Bidders should visually inspect the sites where the services are to be performed. Bidders are advised to make a thorough inspection of the extent of work. Failure to visually inspect the sites shall be at bidder's risk. After bid has been awarded, no extra charge or compensation will be allowed by the Town as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of work, and the equipment, materials and labor required.

It is the intention of the Town to purchase the services as specified herein from a source of supply that will give prompt and convenient service. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the Town. The Town reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the Town or its residents.

#### **4. QUALIFICATION OF BIDDERS**

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified. The bidder shall submit the following information with their proposal:

- A. Experience record, showing the bidder's training and experience in similar work.
- B. Reference list and brief description of similar work satisfactorily completed with location, dates of contracts, names, addresses and phone numbers of owners/principals.
- C. Specify the number of employees available to perform the requirements of this contract, both workers and supervisors. The awarded contractor is required to have a sufficient number of employees to complete the work in the time specified under the Scope of Services section of this bid document.
- D. Specify list of currently owned and operated equipment that would be utilized in fulfilling the requirements of this contract.
- E. List any licenses, permits or certifications, etc. that you hold for performing this type of work.
- F. Provide Bidder's Qualification Form complete with Tax Receipt and W-9.
- G. Give notice that insurance requirements can be met. The insurance requirement designated in this bid indicates the minimum coverage required for the scope of work, as determined by the Office of Risk Management. Proposer shall provide verification of compliance, such as a Certificate of Insurance (COI) or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. If not provided with the bid, the COI must be submitted within three business days of Town's request. Bidder may be deemed non-responsive for failure to fully comply within stated timeframe. Final award shall be subject to receipt and acceptance by the Town of proof of meeting all insurance requirements of the bid.

Failure to submit the above requested information may be cause for rejection of your bid.

#### **5. COMPETENCY OF BIDDERS**

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

#### **6. CERTIFICATION AND/OR LICENSES**

Bidders shall hold a current license which shows that a principal in the firm or an employee is certified to perform these services. This Certification shall be current at all times during the duration of this contract. Bidders should provide, with their bid, a copy of all current licenses. If not provided with your bid, they must be submitted within three (3) business days of the Town's request.

Bidder must hold a current tax receipt (Occupational License). Copy of license must be submitted with bid and must be in the name of the bidder shown on the Bid Proposal Page. A current, signed copy of IRS Form W-9 should also be submitted with your bid.

#### **7. ON SITE INSPECTION**

An inspector may be designated by the Town of Palm Beach. During the course of the project, the inspector will be responsible for assuring the proper execution of this bid by the successful Contractor.

#### **8. AS SPECIFIED**

A purchase order will be issued to the successful bidder with the understanding that all services rendered must meet the specifications herein.

#### **9. PERFORMANCE**

The Town shall not pay for work that fails to meet the Town's standards as set forth in this Bid and as determined by the Contract Coordinator.

#### **10. DELETION OR MODIFICATION OF SERVICES**

The TOWN reserves the right to add or delete any portion of this Contract at any time without cause, and if such right is exercised by the Town, the total fee shall be increased or reduced in the same ratio as the estimated cost of the work based on the unit prices set forth on the Bid Proposal Page.

**11. AWARD (ALL or NONE)**

Award will be made to the lowest responsive and responsible bidder, on an “**All or None**” basis, whose bid meets the requirements and criteria set forth in this Invitation to Bid.

The Town reserves the right to award to that bidder who will best serve the interests of the Town. The Town reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal.

**12. RENEWAL OF CONTRACT**

Bid shall be awarded for a term of twelve (12) months with the option to renew the contract for up to four additional twelve (12) month periods. Option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions and pricing (adjustments may be made to pricing based on the Consumer Price Index at the time of renewal) with no other deviations. Price adjustments upon renewal shall be based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year respectively, as published by the United States Department of Labor. Any renewal will be subject to appropriation of funds by the Town Council.

**13. PRICING**

The Town requires a firm price for the contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire contract term will be grounds for contract termination.

**14. METHOD OF ORDERING**

An annual Blanket Purchase Order shall be issued for these services. Invoices shall be submitted monthly after completion of services specified in this contract and shall refer to the Purchase Order Number and the appropriate item number. Invoices shall be submitted to the Town of Palm Beach, Finance Department, Accounts Payable, P.O. Box 2029, Palm Beach, FL 33480 or email electronic invoices to: [Invoices@TownofPalmBeach.com](mailto:Invoices@TownofPalmBeach.com) (Preferred Method).

**15. PAYMENT**

Terms of payment are net 30 days after services have been completed and accepted. Invoice must reflect purchase order number.

**16. VENDOR SERVICE REPRESENTATIVE**

The bidder must submit with their bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service.

**17. RIGHT TO TERMINATE**

The Town reserves the right to terminate this Contract without penalty upon thirty (30) days written notice to Vendor. In the event of totally unacceptable performance, the TOWN may cancel immediately without cancellation liability.

**18. DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Extreme care shall be taken to safeguard all existing facilities, sidewalks, curbs, landscaping, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the Town.

The successful bidder shall at all times, guard against damage or loss to the property of the Town of Palm Beach and/or private property within the Town. Contractor shall be held responsible for replacing or repairing any such loss or damage. The Town of Palm Beach 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 successful bidder or his/her agents

**19. CONTRACTOR RESPONSIBILITY**

The bidder shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

**20. PUBLIC SAFETY AND CONVENIENCE**

In the Contractor's use of streets and highways for the work to be done under these specifications, they shall conform to all Municipal, County, State and Federal laws and regulations as applicable.

The Contractor shall at all times so conduct their work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages work, and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the Town of Palm Beach or designee.

No more than one-half (1/2) of the road or street shall be closed and traffic shall be controlled, so as to provide minimum hindrance. Contractor shall utilize traffic control devices when working on right of ways.

Contractor is responsible for obtaining right of way permits when working on DOT roadways. There will be no fees for these permits.

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. without approval from the Town of Palm Beach or designee.

No road or street shall be closed to the public, except with the permission of the Contract Coordinator and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

**21. SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

No contract awarded for services in this proposal shall be sold, transferred or assigned without the prior written approval of the Town.

**22. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

The Bidder hereby certifies that all material, equipment and supplies contained in their proposal meets all O.S.H.A. requirements. The successful proposer shall be solely and completely responsible for the safety of all persons (including employees) and property during the performance of the work. Safety provisions shall conform to the U.S. Department of Labor (OSHA), Florida Department of Labor and all other applicable federal, state, county, and local laws, ordinances, codes and regulations. Where any of these are in conflict, the more stringent requirements shall be followed. Failure of the Proposer to thoroughly familiarize themselves with the aforementioned provisions shall not relieve them from compliance with the obligations and penalties set forth therein.

**23. SUBCONTRACTING**

If the Contractor subcontracts any portion of the contract for any reason, the name and address of the subcontractor shall be included on the form contained herein with the extent of work to be performed. This information shall be submitted with bid response and approved by the Town. The Town reserves the right to reject a bid, of any bidder, if the bid names a subcontractor who has failed in the proper performance of a contract or is not in position to perform properly under this award. Subcontractors shall be responsible for meeting and submitting the insurance and licensing requirements set forth in the bid documents to the Contractor, or the Contractor shall extend their insurance policy to cover the subcontractor and their employees. It shall be the responsibility of the Contractor to ensure that insurance and licenses required by this contract are in effect.

**24. INDEMNIFICATION**

To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Contractor acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Contractor, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

## **25. INSURANCE**

The Service Provider shall provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach (30) thirty business days' prior to the commencement of any work. All service providers including any independent contractors and subcontractors utilized must comply with these requirements. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies including premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail [risk@townofpalmbeach.com](mailto:risk@townofpalmbeach.com), 360 S. County Road, Palm Beach, FL 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement/contract. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular service or change in service provided by the Service Provider.

If the service provider maintains higher limits than the minimums shown below, the Town requires and shall be entitled to coverage for the higher limits maintained by the service provider.

Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. The Certificate of Insurance shall indicate an Occurrence Basis. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The Service Provider's General Liability coverage shall be primary and non-contributory.

For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of the contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. Coverage is to apply on a primary basis.

Business Auto Liability coverage for any auto (all owned, hired, and non-owned autos) with limits not less than \$1,000,000 each occurrence combined single limit each accident. In the event service provider does not own any autos, the Town will accept proof of Hired and Non-Owned Auto Liability. For personally owned vehicles, the Town requires limits not less than \$300,000 each occurrence combined single limit.

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440 or an exemption letter from the State. Should the scope of work performed by contractor qualify its employee for benefits under federal workers' compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided. A waiver of subrogation must be provided.

Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

## **26. CONFLICT OF INTEREST**

The award hereunder is subject to provisions of State Statutes and Town and County Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

## **27. NON-COLLUSION**

Proposer certifies that his Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.



**28. PUBLIC ENTITY CRIMES**

In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A "person" or affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.

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, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

By signing and submitting the Bid documents, the submitting firm attests that they have not been placed on the "Convicted Vendor List" or have been found guilty of a public entity crime.

**29. E-VERIFY**

The Town of Palm Beach is an E-Verify employer for the purposes of verifying work authorization. Work authorization for those contracted to provide services and/or goods to the Town of Palm Beach is the sole responsibility of the contracted vendor and/or service provider.

**30. DRUG-FREE WORKPLACE**

Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process

**31. PALM BEACH COUNTY INSPECTOR GENERAL**

The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor 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 this contract justifying its termination

**32. CODE OF ETHICS**

If any Proposer violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for further information regarding the Palm Beach County Commission on Ethics is: <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

**33. LOBBYING PROHIBITED**

Proposers are not to contact or lobby any Town personnel related or involved with this Request for Proposals. All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

Refer to Palm Beach County Registration Ordinance – Effective April 2, 2012 for further information: <http://www.palmbeachcountyethics.com/ordinances-codes.htm> .

**34. CONE OF SILENCE**

The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

- (1) Any person or person's representative seeking an award from such competitive solicitation; and
- (2) Any County commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

For further information refer to <http://www.palmbeachcountyethics.com/ordinances-codes.htm> - Palm Beach County Registration Ordinance – Effective April 2, 2012.

### **35. PUBLIC RECORDS**

Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFB, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

### **36. PUBLIC RECORDS LAW**

In accordance with Florida Statutes 119.0701, the contractor shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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 public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.



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 AT:

Town Clerk, or designee  
Phone 561-838-5416  
Email: [records@townofpalmbeach.com](mailto:records@townofpalmbeach.com)

37. **RESTRICTED AREAS DURING OFFICIAL DIGNITARY VISITS, EMERGENCIES AND WEATHER EVENTS**

The Town of Palm Beach may become a restricted area during official Dignitary visits, emergencies and significant weather events. Contractor and workers may be asked to show Town issued ID during this period. The successful contractor and workers assigned to this project will be required to come to the Police Department prior to the start of the contract to have their fingerprints taken at no charge to contractor. If the fingerprint background check returns with no warrants or felonies, the contractor and workers will be given a picture ID for access to Palm Beach Island during this period. This process takes up to three (3) business days and needs to be planned accordingly.

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## TOWN OF PALM BEACH

BID No. 2018-06

### TOWN FOUNTAINS MAINTENANCE AND REPAIR

#### SCOPE OF SERVICES

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##### I. PURPOSE AND INTENT

The Town of Palm Beach, Florida, is hereby requesting sealed bids from qualified bidders to furnish all labor, management, materials, and equipment to provide maintenance and repair services to the various fountains throughout the Town.

##### II. SCOPE OF WORK

Successful contractor shall provide all labor, materials, equipment, supplies necessary to perform weekly fountain, reflecting pool, water feature, aquatic plant fountain, cleaning and maintenance at the following locations:

- One (1) fountain and one (1) reflecting pool with associated fountain bowls and other water features located at the Town Square on North County Road between Australian Ave and Brazilian Ave.
- Two (2) birdbath type fountains and one (1) live aquatic plant type fountain located on Hibiscus Avenue between Worth Avenue and Peruvian Avenue.
- One (1) vase type fountain at Peruvian Park located at the corner of North County Road and Peruvian Avenue.
- One (1) Artemis Fountain located in Bradley Park adjacent to Bradley Tea House.
- One (1) bronze statue type fountain with cast stone base in Ibis Isle Park.
- One (1) decorative cast stone with water feature in Phipps Plaza.

Successful contractor shall include but not be limited to cleaning, chemical balancing, debris removal, filter maintenance, interior surface sweeping and/or vacuuming for fountains, strainer & basket cleaning, and flow rate adjustments, equipment repair, or replacement, pool of fountain light repairs, leak detection/repair, etc. This vendor shall also include weekly inspection of all electrical, mechanical, and plumbing equipment to ensure that the equipment continues to operate as intended. This vendor shall notify the contract coordinator for approval prior to performing any repairs to equipment of fountains.

The Town anticipates that service intervals and chemical applications will be more frequent during the summer months. Successful contractor shall base its quotation on an estimated three visits per week in the summer months, May thru September, and twice a week service from October to April. **These are estimated service intervals and it will be the responsibility of the vendor to keep the fountains free from algae at all times.**

##### A. Addison Mizner Fountain Maintenance

The Town Square Fountain (designed Addison Mizner) was constructed in the early 1930's, and has recently been fully restored. The fountain and its elements are constructed from steel reinforced cast cement-based material made to mimic Florida Keystone. Successful contractor should have working knowledge and have successfully maintained and operated historic elements such as this.

NO chemicals including chlorine shall be used to sanitize the water in this fountain; only the use of the UV filter and bromine is to be utilized.

### **A.1 Reflecting Pool Maintenance**

Successful contractor agrees to furnish all chemicals, labor, personal safety equipment, cleaning supplies/products and equipment, materials, installation of cartage filters, tools, etc., required to maintain the reflecting pool and its features including tile surround at water line and bird bath spillway. Contractor shall remove obstructions and debris from deck, bird bath spillway, and reflecting pool. Contractor **SHALL NOT STAND ON SPILLWAY** to clean or maintain this feature or reflecting pool. Contractor shall check pool lights and area lights, report deficiencies, or missing or broken tile or equipment to the contract coordinator immediately.

Ensure Chlorine, PH, total alkalinity and calcium hardness are kept at appropriate levels to ensure that no algal growth can occur. Acceptable ranges: pH 7.5-7.6 ppm, alkalinity 80-120 ppm, hardness 250-300 ppm, chlorine 1.0-2.0 ppm.

Filters shall be replaced when a 10-psi difference is indicated on the filter pressure gauge from last filter change; all spent/old filters shall be removed from site.

Chemicals shall not be stored in pump room. Successful contractor shall bring all chemicals needed to perform their duties. Pump room shall be kept clean at all times.

Ensure that personnel who maintain this property are properly trained in the safe handling, use, and storage of all swimming pool chemicals according to the manufacturer's instructions and that the appropriate personal safety equipment is used when handling these chemicals and follows the chemical label directions.

Successful contractor must be familiar with all equipment and have the knowledge and expertise of how to use, set, and adjust equipment such as wind sensors, time clocks, HOA switches, pumps, motors, control valves, etc.

Pool/Pump Equipment: The fountain is currently filtered by Pentair cartridge system Model # CP240, Clean and Clear Plus. The water is filtered by Pentair dual cartridge system Model #CCP240 then sanitized by a UV Paramount system and controlled by a 1hp Pentair circulation pump. The pump is variable speed type and can be shut down in high wind conditions.

The reflecting pool is filtered by Pentair dual cartridge system Model #CCP240 and controlled by a 1hp Pentair circulation pump and is completely separate from the fountain system. There is a 3" Pentair in-line chemical feeder in place.

### **B. Hibiscus & Worth Avenue**

The Hibiscus and Worth Avenue fountains were constructed in 2011. The interior and exterior are clad with coquina stone, and the floor is a diamond bright finish. The two-birdbath type fountains water elements, are white marble with removable waterspouts. The live aquatic fountain features underwater lighting, two spillways into troughs, and water features.

Successful contractor agrees to furnish all chemicals, labor, personal safety equipment, cleaning supplies/products and equipment, materials, installation of cartage filters, tools, etc., required to maintain these water features. Successful contractor shall remove obstructions and debris from the in the fountain bowls, reservoir, spillways and away from the return lines at every visit. Successful contractor shall report deficiencies or any missing or broken equipment to the contract coordinator immediately.

Ensure Chlorine, PH, total alkalinity and calcium hardness are kept at appropriate levels to ensure that no algal growth can occur. Acceptable ranges: pH 7.5-7.6 ppm, alkalinity 80-120 ppm, hardness 250-300 ppm, chlorine 1.0-2.0 ppm. (Only at birdbath type fountains)

The algae in the live aquatic plant fountain shall be kept to a minimum and free from living animals (fish, snails, etc.) These aquatic plants shall be maintained to not impede or hinder the return lines, water features, or lights.

The filtration system shall be cleaned/backwashed as needed to ensure proper flow and filtration. Only a 10-psi difference is acceptable as indicated on the filter pressure gauge from each visit.

Successful contractor shall make sure the Vak Pak/equipment area shall be free from debris, clean and shall be secured at the end of every visit.

**C. Peruvian Park**

The Peruvian Park fountain was constructed in 2011. This fountain is clad with tile mosaics on the interior water reservoir and exterior surround with a cast stone wall cap and a large stone vase water feature.

Successful contractor agrees to furnish all chemicals, labor, personal safety equipment, cleaning supplies/products and equipment, materials, installation of cartage filters, tools, etc., required to maintain this water feature. Successful contractor shall remove obstructions and debris from the in the fountain reservoir, spillways, and away from the return lines. Successful contractor must report deficiencies or any missing or broken equipment to the contract coordinator immediately.

Ensure Chlorine, PH, total alkalinity and calcium hardness are kept at appropriate levels to ensure that no agley growth can occur. Acceptable ranges: pH 7.5-7.6 ppm, alkalinity 80-120 ppm, hardness 250-300 ppm, chlorine 1.0-2.0 ppm.

**D. Artemis Fountain in Bradley Park**

The Artemis Fountain was constructed in the early 1930's, and was fully restored in 2017. The fountain and its elements are constructed from steel reinforced cast cement-based material made to mimic Florida Keystone. Successful contractor shall have working knowledge and have successfully maintained and operated historic elements such as this.

Successful contractor agrees to furnish all chemicals, labor, personal safety equipment, cleaning supplies/products and equipment, materials, installation sand (if needed), tools, etc., required to maintain this fountain. This vendor shall remove obstructions and debris from the in the fountain bowls, reservoir, spillways and away from the return lines at ever visit. Successful contractor must report deficiencies or any missing or broken equipment to the contract coordinator immediately.

The algae in the live aquatic plant fountain shall be kept to a minimum and free from living animals (fish, snails, etc.) These aquatic plants shall be maintained to not impede or hinder the return lines, water features, or lights.

The filtration system shall be backwashed on every visit to ensure correct flow and filtration. Once determined by all parties that the sand in the filter will need to be replaced; the old/spent sand will be removed from site and filter re-plumbed.

Successful contractor shall make sure the Vak Pak/equipment area shall be free from debris, clean and shall be secured at the end of every visit.

**E. Ibis Isle Park Statue Fountain**

The "Lady on Rock" bronze fountain was dedicated to the park in 2008 and sits upon a cast stone base. The pump and light is activated by a timer which is located on an equipment rack to the south of the fountain.

Successful contractor agrees to furnish all chemicals, labor, personal safety equipment, cleaning supplies/products and equipment, materials, tools, etc., required to maintain this water feature. Successful contractor shall remove obstructions and debris from the fountain reservoir, spillways, and away from the return lines. Successful contractor shall report deficiencies or any missing or broken equipment to the contract coordinator immediately. Successful contractor shall wipe down statue at each visit removing all animal excrement, cobwebs, etc. and free from any debris.

**F. Phipps Plaza Fountain**

Fountain base is made from coral stone and has a tile interior. The bronze statue water feature sits upon a cast stone pedestal streaming water from the top. The pump and light is activated by a timer which is located on an equipment rack to the north of the fountain.

Successful contractor agrees to furnish all chemicals, labor, personal safety equipment, cleaning supplies/products and equipment, materials, tools, etc., required to maintain this water feature. Successful contractor shall remove obstructions and debris from the fountain reservoir, spillways, and away from the return lines. Successful contractor shall report deficiencies or any missing or broken equipment to the contract coordinator immediately. Successful contractor shall wipe down statue at each visit removing all animal excrement, cobwebs, etc. and free from any debris.

### **III. OTHER**

- Bidder must inspect sites before submitting proposal.
- The Town of Palm Beach will designate a Contract Coordinator for the Public Works Department. The Contract Coordinator shall act on behalf of the Town with respect to monitoring contractor performance under this contract. The administration of this contract is vested in the Contract Coordinator.
- No equipment shall be allowed to remain overnight on right-of-ways, parking stalls, parking lots or public walkways.
- Any questions regarding this project shall be directed to the Contract Coordinator.
- The successful contractor shall notify the Contract Coordinator in the event of scheduling delays, changes or comments/complaints received from the general public or business owners.
- The Contract Coordinator shall meet with the contractor to review areas serviced by contractor's employees.
- Successful contractor's employees shall obtain a photo ID from the Town of Palm Beach Police Department before beginning any work for the Town.
- Successful contractor's employees shall present a neat, clean, well-groomed appearance and shall conduct themselves in a respectable manner while performing the duties of this bid and while on Town Property.
- Successful contractor's employees shall wear uniforms at all times while on the job. Name of contractor shall be on shirts. Shirts are to be worn at all times while working in the Town of Palm Beach.
- A safety vest, meeting FDOT standards, shall be worn at all times when employee is working in roadways or right-of-ways.
- All vehicles shall be plainly marked with the contractor's name.
- Successful contractor shall have their crew supervised by a qualified foreman who fluently speaks the English language. As a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions to perform the work in accordance with the specifications contained in this bid.
- If any area that the contractor services does not meet Town specifications, contractor will be required to perform the work until specifications are met at no additional cost to the Town of Palm Beach. Failure to comply with this requirement will result in contract termination.
- All equipment shall be commercial grade and shall be maintained in good, safe operating conditions. The contractor shall provide enough equipment and manpower to meet the requirements of the job. Any loss of materials or equipment due to theft, vandalism, etc., shall be the responsibility of the Contractor. Such losses shall be replaced or repaired by the contractor with no additional charges to the Town of Palm Beach.
- Hours of work shall comply with Town's ordinance No. 42-199. If for any reason services must be performed on Saturday, it will be necessary to acquire prior authorization from the Contract Coordinator.
- There will be NO work performed on Sundays or holidays.
- Two parking permits may be issued through the Police Department; otherwise regulatory signs for parking shall be followed.
- Successful contractor shall provide a daily log of activities for each respective area after completion of a cycle of work.



## TOWN OF PALM BEACH

BID No. 2018-06

### TOWN FOUNTAINS MAINTENANCE AND REPAIR

#### BID PROPOSAL PAGE

Item	Description	Unit	Price per Monthly Service	Times per Year	Annual Cost
1	Addison Mizner Fountain Maintenance as specified herein	MON	\$_____	12	\$_____
2	Reflecting Pool Maintenance as specified herein	MON	\$_____	12	\$_____
3	Hibiscus & Worth Avenue as specified herein	MON	\$_____	12	\$_____
4	Peruvian Park as specified herein	MON	\$_____	12	\$_____
5	Artemis Fountain in Bradley Park as specified herein	MON	\$_____	12	\$_____
6	Ibis Isles Park Statue Fountain as specified herein	MON	\$_____	12	\$_____
7	Phipps Plaza Fountain as specified herein	MON	\$_____	12	\$_____

#### REPLACEMENT PARTS AS NEEDED

COST PLUS PERCENTAGE \_\_\_\_\_%

(OR)

LIST MINUS PERCENTAGE \_\_\_\_\_%

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

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

## BIDDER INFORMATION AND CERTIFICATION

The undersigned proposer certifies that this Bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this Bid.

COMPANY NAME:		
STREET ADDRESS:		
CITY, STATE, ZIP CODE:		
	EMAIL:	
TELEPHONE NO:	FAX NO:	FEDERAL ID#:

**\*\*Failure to affix signature may result in disqualification of proposal.**

- ***All bids shall be submitted on the Town provided forms. Failure to do so may be cause for rejection.***
- ***All blanks on the forms must be completed.***
- ***Modifications to the forms (Unit of Measure, Descriptions, etc.) shall not be allowed.***
- ***Supplemental information may be attached.***

### **BIDDERS CHECKLIST**

All bids shall be submitted on the Town provided Bid Package forms. Failure to do so may cause the Bid to be rejected. All blanks on the proposed forms must be completed. Supplemental information may be attached to the bid package forms. Bidder shall return a complete set of all bid package forms as listed as follows. Failure to submit the required documents may result in your bid being considered non responsive.

Are all Bid pages signed?	Yes	No
Is Bidder's Qualification form completed and submitted?	Yes	No
Staffing levels been explained (No. of employees available)?	Yes	No
Business Tax Receipt included?	Yes	No
Form W-9 included?	Yes	No
Certifications/Licenses provided?	Yes	No
Vendor Service Representative Information submitted?	Yes	No
Are addendum (if any issued) submitted?	Yes	No
Has insurance requirements been acknowledged?	Yes	No
Is Drug Free Workplace form submitted?	Yes	No
Is List of Proposed Sub-Contractors submitted, if any?	Yes	No
Is List of Professional References submitted?	Yes	No
Is List of Equipment completed and submitted?	Yes	No



Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

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

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

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

Name of Vendor's Representative: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E Mail Address: \_\_\_\_\_

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**TOWN OF PALM BEACH**  
**BID No. 2018-06**  
**TOWN FOUNTAINS**  
**MAINTENANCE AND REPAIR**

**BIDDER'S QUALIFICATION**

The Vendor, as a result of this bid proposal, must hold a County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Each proposer must complete the following information and submit with their proposal in order to be considered:

1. Legal Name and Address:

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

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

City, State, Zip: \_\_\_\_\_ Phone/Fax: \_\_\_\_\_

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state: Date of Incorporation: \_\_\_\_\_ State in which Incorporated: \_\_\_\_\_

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: \_\_\_\_\_

5. Name and Title of Principal Officers Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The Vendor's length of time in business: \_\_\_\_\_ years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: \_\_\_\_\_ years

8. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the Town. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

Name \_\_\_\_\_ Percentage of Interest: \_\_\_\_\_

9. A copy of County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location.

10. A current, signed copy of your firm's IRS form W-9.

**Note:** Information requested herein and submitted by the proposers will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Proposers, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



## TOWN OF PALM BEACH

BID No. 2018-06

### TOWN FOUNTAINS MAINTENANCE AND REPAIR

#### DRUG-FREE WORKPLACE CERTIFICATION

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Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 controlled substances 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 number (1).
- (4) In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



**TOWN OF PALM BEACH**  
**BID No. 2018-06**  
**TOWN FOUNTAINS**  
**MAINTENANCE AND REPAIR**

**LIST OF PROPOSED SUBCONTRACTORS**

The undersigned bidder hereby designates, as follows, all major subcontractors whom he/she proposes to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the TOWN with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Name and Address of Subcontractor	Scope of Work	License #
1.		
2.		
3.		
4.		
5.		

Signature and Date \_\_\_\_\_

Title/Company \_\_\_\_\_



**TOWN OF PALM BEACH**  
**BID No. 2018-06**  
**TOWN FOUNTAINS**  
**MAINTENANCE AND REPAIR**

**LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE**

The following is a list of **at least FIVE (5)** current (within last two years) and pertinent professional references that the Town can contact in relation to Bidder's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	<b>Scope of Work:</b>	
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

2. Name and Address of Firm, City, County, or Agency	<b>Scope of Work:</b>	
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

3. Name and Address of Firm, City, County, or Agency	<b>Scope of Work:</b>	
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

4. Name and Address of Firm, City, County, or Agency	<b>Scope of Work:</b>	
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

5. Name and Address of Firm, City, County, or Agency	<b>Scope of Work:</b>	
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		



## TOWN OF PALM BEACH

BID No. 2018-06

### TOWN FOUNTAINS MAINTENANCE AND REPAIR

#### EQUIPMENT DESCRIPTION

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ITEM	USE	MANUFACTURER	AGE AND CONDITION	OWNER

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#### Notes:

In preparing the above tabulation, the Bidder shall insert the following information under the appropriate heading, using a separate line for each major item and an additional page, if necessary.

- (a) ITEM: Description of equipment.
- (b) USE: Description of what the equipment will be used for in the project.
- (c) MANUFACTURER: Manufacturer of equipment and model number.
- (d) AGE AND CONDITION: Original model year of equipment - if equipment has been rebuilt, year of last overhaul.
- (e) OWNER: Owner of equipment.

# THE 2015 FLORIDA STATE STATUTES

## Title X

## PUBLIC OFFICERS, EMPLOYEES, AND RECORDS

### Chapter 119

### PUBLIC RECORDS

#### Section 119.0701 Contracts; public records.—

- (1) For purposes of this section, the term:
  - (a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
  - (b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.
- (2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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 public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

History.—s. 1, ch. 2013-154.