



**Procurement Department**  
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## CONSTRUCTION INVITATION TO BID

**SOLICITATION NUMBER:** 26-023

**SOLICITATION TITLE:** 1<sup>ST</sup> -3<sup>RD</sup> STREET

**ISSUE DATE:** June 23, 2026

**PRE-BID MEETING:** N/A

**QUESTIONS DEADLINE:** July 7, 2026 at 5:00pm

**BID DUE DATE:** July 24, 2026 at 3:00pm

*The City reserves the right to modify or alter the following procurement schedule as needed.*

**PROCUREMENT SPECIALIST** Alex Massari

**EMAIL ADDRESS:** [AMassari@rivierabeach.org](mailto:AMassari@rivierabeach.org)

*The City of Riviera Beach reserves the right to cancel this CITB at any time and for any reason before the City Council awards a contract.*

**Bids must be received electronically ONLY via the Bidnet Direct website (<https://www.bidnetdirect.com/florida/cityofrivierabeach>). Bids not received electronically will be rejected.**

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## **ADDITIONAL ATTACHMENTS AND REQUIRED FORMS:**

### ATTACHMENT "A" – Offeror's Required Forms

1. Authorized Signatories - REQUIRED
2. Conflict of Interest Disclosure Form - REQUIRED
3. General Certifications (10 Certifications-One Signature Page) REQUIRED
4. Human Trafficking Affidavit (Notarized) - REQUIRED
5. Litigation Statement - REQUIRED
6. Public Entity Crimes Sworn Statement (Notarized) - REQUIRED
7. Required References - REQUIRED

ATTACHMENT "B" – CITY OF RIVIERA BEACH ITB TERMS AND CONDITIONS

ATTACHMENT "C" – BID COST PROPOSAL

ATTACHMENT "D" – SAMPLE CONTRACT FOR CONSTRUCTION

ATTACHMENT "E" - SBE PARTICIPATION SCHEDULE 1 & 2

ATTACHMENT "F" - LOCAL VENDOR PREFERENCE PROGRAM

ATTACHMENT "G" – BID BOND FORM

ATTACHMENT "H" – PERFORMANCE BOND FORM

ATTACHMENT "I" – PAYMENT BOND FORM

ATTACHMENT "J" – REQUEST FOR APPROVED EQUALS

ATTACHMENT "K" – SPECIFICATIONS 1-3<sup>RD</sup> ST BID

ATTACHMENT "L" – RIVHGTS8-10 BID SET

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## I. NOTICE TO BIDDERS

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NOTICE IS HEREBY GIVEN THAT ELECTRONIC BIDS will be received on the above referenced Project by City of Riviera Beach, hereinafter "City", until **3:00 PM** Eastern time on **July 24, 2026**, for the Scope of Work set forth below. No bids will be received after this date and time.

City of Riviera Beach utilizes BidNet as its exclusive electronic solicitation platform. Registration is free and is required to view solicitation documents, get updates, and submit responses. Bids must be submitted in BidNet and presented in accordance with this solicitation's instructions and within the stated time constraints.

Bidding documents, including drawings and specifications, Plan Holders List, Bid Form and Addendum(s) will be uploaded in BidNet, when available. The address is: <https://www.bidnetdirect.com/florida/cityofrivierabeach>

All communications regarding this solicitation will be directed only to the Procurement Specialist listed on the cover page of this solicitation. **Failure to use this single point of contact may cause your bid to be rejected. Any answers or clarifications affecting the cost will be addressed to all Bidders in an addendum. Under no circumstances will verbal interpretations or clarifications be given to individual contractors.**

AT THE TIME OF SUBMITTAL OF A ELECTRONIC BID, AND AT ALL TIMES DURING THE PERFORMANCE OF THIS CONTRACT, BIDDER WILL BE AN APPROPRIATELY LICENSED CONTRACTOR IN THE STATE OF FLORIDA TO PERFORM THE WORK AS IDENTIFIED IN THE INVITATION FOR BID; ALL PROPOSED SUBCONTRACTORS WILL BE APPROPRIATELY LICENSED AS CONTRACTORS IN THE STATE OF FLORIDA FOR PERFORMING THE PORTION OF THE WORK FOR WHICH THEY ARE RESPONSIBLE.

## II. PRE-BID CONFERENCE

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No pre-bid meeting will be held.

**Any questions or discrepancies in Bid documents will only be addressed upon receipt of official written questions.**

## III. ELECTRONIC BID OPENING

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Bids must be submitted in BidNet Direct and presented in accordance with this solicitation's instructions and within the stated time constraints.

All City of Riviera Beach solicitations will be opened electronically via the Bidnet Direct website (<https://www.bidnetdirect.com/florida/cityofrivierabeach>) at the date and time indicated in the solicitation. This meeting will be conducted virtually via the Microsoft Teams Platform. Bidders may attend this meeting on a computer, laptop, cell phone, or any other device with Wi-Fi access.

### **Microsoft Teams meeting**

**Join: <https://teams.microsoft.com/meet/255591234247747?p=eBGGnHAVbxLQkRNbWw>**

**Meeting ID: 255 591 234 247 747**

**Passcode: QC7b4rJ7**

**Dial in by phone**  
**+1 872-242-8933,,939912850# United States, Chicago**  
**Find a local number**  
**Phone conference ID: 939 912 850#**

Get the app now and be ready when your first meeting starts: <https://www.microsoft.com/en-us/microsoft-teams/download-app>

## **IV. DEFINITIONS**

The following terms, when used in this Construction Invitation to Bid (CITB) and in any resulting Contract for Construction, shall have the meanings set forth below. These definitions apply throughout all sections of the CITB and all Contract Documents unless the context clearly requires otherwise. Where a term appears in all capitals in the Contract for Construction (e.g., "CITY," "CONTRACTOR"), it shall have the same meaning as the defined term below. This CITB is expressly incorporated into and made a part of the resulting Contract for Construction by reference. The CITB number shall be inserted in Article 2 – Order of Precedence of the Contract at execution.

**Addendum.** A written modification, clarification, or supplement to this CITB issued by the City prior to the Bid Due Date. All Addenda are incorporated into and made part of the Contract Documents. In the event of conflict, Addenda issued later in time shall control over earlier Addenda.

**Bid.** The complete and properly executed response submitted by a Bidder in response to this CITB, including all required forms, certifications, attachments, and the Bid Cost Proposal, submitted in accordance with the requirements set forth herein.

**Bid Bond.** A bond submitted by the Bidder with its Bid, executed by a surety company authorized to do business in the State of Florida, in an amount not less than five percent (5%) of the total Bid amount, guaranteeing that the Bidder will enter into a Contract with the City and deliver the required Performance Bond and Payment Bond within ten (10) business days of receiving notice of award.

**Bid Cost Proposal (Bid Sheet).** The pricing schedule submitted by the Bidder as part of the Bid, setting forth all-inclusive unit and/or lump sum prices for the Work described in the Scope of Work. Prices offered on the Bid Cost Proposal are all-inclusive and constitute complete compensation for the Work.

**Bid Due Date.** The date and time by which all Bids must be received by the City, as stated on the Cover Sheet of this CITB. Bids received after the Bid Due Date will not be considered.

**Bidder.** Any individual, firm, partnership, corporation, joint venture, or other legal entity that submits a Bid in response to this CITB. Upon award and execution of the Contract, the successful Bidder becomes the Contractor.

**BidNet Direct.** The City's designated electronic procurement platform, accessible at [www.BidNetDirect.com/florida/cityofrivierabeach](http://www.BidNetDirect.com/florida/cityofrivierabeach), through which this CITB is distributed and through which all Bids must be submitted electronically.

**City.** The City of Riviera Beach, a municipal corporation organized and existing under the laws of the State of Florida, whose principal address is 600 West Blue Heron Blvd., Riviera Beach, FL 33404, acting by and through its City Council and authorized representatives. As used in the Contract for Construction, "CITY" and "City" refer to the same party.

**City Council.** The governing body of the City of Riviera Beach, vested with authority to approve contracts, authorize expenditures, and take other actions as required by the City's Charter and applicable law. Certain Contract Amendments and contract awards require City Council approval as a condition of legal effectiveness.

**City Representative / Contract Administrator.** The City employee or designee assigned to administer and oversee the day-to-day performance of the Contract on behalf of the City, currently the Director of Public Works or designated Construction Administrator identified in the Scope of Work. The City Representative is authorized to review and approve invoices, issue written notices, and provide direction on routine Contract matters, but is not authorized to amend or modify the Contract except as permitted under the Contract Documents.

**Cone of Silence.** The prohibition on oral and written communication between a Bidder or its representatives and City officials, employees, or evaluation personnel regarding a pending solicitation, as established by Section 2-166 of the City's Code of Ordinances, from the date of issuance of this CITB until the City Council takes final action on the award.

**Contract.** The written agreement executed between the City and the Contractor governing performance of the Work, together with all incorporated Contract Documents, including this CITB and all Addenda, the Contractor's Bid, the Scope of Work (Exhibit A), the Schedule of Payments (Exhibit B), and any duly executed Contract Amendments. This CITB is expressly incorporated into and made a part of the Contract by reference.

**Contract Documents.** The complete set of documents governing performance of the Work: (1) the Contract for Construction; (2) this CITB and all Addenda; (3) the Contractor's Bid; (4) the Scope of Work (Exhibit A); (5) the Schedule of Payments (Exhibit B); (6) construction plans and specifications; and (7) any duly executed Contract Amendments. In the event of conflict, the order of precedence set forth in Article 2 of the Contract shall govern.

**Contract Price.** The total compensation payable by the City to the Contractor for full and complete performance of the Work in accordance with the Contract Documents, as set forth in the Bid Cost Proposal and Schedule of Payments (Exhibit B). The Contract Price is all-inclusive.

**Contract Time.** The number of calendar days allotted for the Contractor to achieve Substantial Completion of the Work, as specified in the Contract, commencing upon the date of the Notice to Proceed. Time is of the essence under the Contract in all respects.

**Contractor.** The individual, firm, partnership, corporation, joint venture, or other legal entity that has been awarded the Contract and is responsible for performing the Work in accordance with the Contract Documents. As used in the Contract for Construction, "CONTRACTOR" and "Contractor" refer to the same party. The Contractor is an independent contractor and not an employee, agent, or servant of the City. The Contractor shall perform a minimum of fifty percent (50%) of the Work with its own forces and equipment.

**Contingent Fee.** Any fee, commission, percentage, gift, or other consideration paid or agreed to be paid by a Bidder or Contractor to any person, company, corporation, or firm, other than a bona fide employee working solely for the Bidder or Contractor, that is contingent upon or resulting from the award of a City contract. Contingent fees are prohibited. Violation entitles the City to terminate the Contract without liability and to recover the full amount of any such fee paid.

**Days.** Unless otherwise specified, “days” means calendar days. “business days” or “working days” means Monday through Friday, excluding City-observed holidays.

**E-Verify.** The Federal Electronic Employment Eligibility Verification System (E-Verify.gov) that employers use to confirm the employment eligibility of newly hired workers, as required by Section 448.095, Florida Statutes. Registration and use of E-Verify is mandatory for the Contractor and all subcontractors. Failure to comply may result in contract termination and a one-year debarment from City contracting.

**Final Acceptance.** The City’s written determination that all Work has been completed in conformance with the Contract Documents, all punch list items resolved, all required documentation and releases delivered, and the City has issued written notice of final acceptance to the Contractor. The Contractor may not submit a Final Invoice until the City provides written notice of Final Acceptance.

**Invitation to Bid (ITB).** This solicitation document, including all sections, attachments, exhibits, and incorporated references, issued by the City’s Procurement Department to solicit competitive sealed bids for the construction Work described herein. References to “ITB No.” in the Contract for Construction refer to this CITB and the blank shall be filled in with the applicable CITB number at execution.

**Liquidated Damages.** A pre-agreed, good-faith pre-estimate of the daily damages the City will suffer as a result of the Contractor’s failure to achieve Substantial Completion within the Contract Time. Liquidated damages are not a penalty. The applicable daily rate is set forth in Section IV (Scope of Work) of this CITB and in the Contract.

**Local Business.** A Bidder that maintains a permanent, physical place of business within the City limits of Riviera Beach with a valid business tax receipt and certificate of occupancy, established for a minimum of twelve (12) months prior to the published date of this CITB. Post office boxes and postal service center locations do not qualify. The City’s local vendor preference shall not result in the City paying more than \$25,000 above the amount proposed by a non-local vendor.

**Notice to Proceed (NTP).** The written notice issued by the City to the Contractor authorizing commencement of the Work and establishing the date from which Contract Time is measured. Construction work must begin within ten (10) calendar days from the date of receipt of the NTP, provided the City has received required proof of insurance and Performance and Payment Bonds.

**Payment Bond.** The bond provided by the Contractor pursuant to Section 255.05, Florida Statutes, equal to one hundred percent (110%) of the Contract Price, guaranteeing payment of all obligations to laborers, materialmen, and subcontractors arising under the Contract.

**Performance Bond.** The bond provided by the Contractor pursuant to Section 255.05, Florida Statutes, equal to one hundred percent (110%) of the Contract Price, guaranteeing faithful performance of all obligations of the Contractor under the Contract Documents, including the correction of defective Work during the warranty period. The surety must maintain a minimum “A-” Financial Strength Rating (FSR) and Financial Size Category (FSC) “10” rating in Best’s Key Rating Guide.

**Procurement Director.** The Director of the City’s Procurement Department, or authorized designee, responsible for administering the solicitation process and serving as the primary point of contact for this CITB through award.

**Responsive Bidder.** A Bidder that has submitted a Bid that conforms to the requirements of the CITB in all material respects, including submission of all required forms, certifications, and documentation by the Bid Due Date.

**Responsible Bidder.** A Bidder that has demonstrated the capability, financial resources, experience, integrity, and reliability necessary to perform the Work in accordance with the Contract Documents, as determined by the City in its sole discretion.

**Retainage.** Five percent (5%) of each Progress Payment withheld by the City from amounts otherwise due to the Contractor to ensure satisfactory completion of the Work. Retainage is released upon Final Acceptance in accordance with the Contract and applicable Florida law.

**SBE (Small Business Enterprise).** A business entity meeting the City's small business designation criteria as established in the City's Procurement Code, Division 2 – Small Business Enterprise Participation Goal. The City has established a goal of fifteen percent (15%) SBE participation on City construction contracts.

**Scope of Work.** The detailed description of construction services, labor, materials, equipment, and deliverables to be provided by the Contractor, as set forth in Section IV of this CITB and in Exhibit "A" to the Contract.

**Subcontractor.** Any individual, firm, partnership, corporation, or other legal entity having a direct contractual relationship with the Contractor to perform any portion of the Work. All Subcontractors are subject to prior written approval by the City. The Contractor remains fully responsible to the City for all acts and omissions of its Subcontractors. No contractual relationship is created between any Subcontractor and the City.

**Substantial Completion.** The stage of the Work at which the Work is sufficiently complete in accordance with the Contract Documents so that the City can use or occupy the Work for its intended purpose, evidenced by the City's issuance of a Certificate of Substantial Completion.

**Surety.** The bonding company, licensed in the State of Florida with a minimum "A-" Financial Strength Rating (FSR) and a Financial Size Category (FSC) "10" in Best's Key Rating Guide, that issues the Performance Bond and Payment Bond on behalf of the Contractor.

**Work.** The entire completed construction, or the various separately identifiable parts thereof, required to be furnished and performed by the Contractor under the Contract Documents, including all labor, materials, equipment, tools, supervision, permits, and incidentals necessary to complete the Project in accordance with the Contract Documents. "Work" and "Project" are used interchangeably throughout the Contract Documents and refer to the same undertaking.

## **V. SCOPE OF WORK**

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### **A. BACKGROUND**

The City of Riviera Beach ("City") is located along the Atlantic shores of southeast Florida in Palm Beach County. With a population of more than 38,000 residents, Riviera Beach is home to one of the most impressive beaches in the southeastern United States, boasting an average year-round temperature of 75 degrees.

Along the waterfront in Riviera Beach, residents and tourists enjoy the City's shops, restaurants, and spectacular attractions. The waterfront marketplace draws in crowds of tourists headed for the cruise ships; the Port of Palm Beach is located in Riviera Beach, and the Margaritaville at Sea cruise ship departs every other day. Riviera Beach is a growing harbor city located along the shores of the Atlantic Ocean in southeast Florida, USA.

The City's municipal beach is one of the finest in the state. Our beautiful sandy beaches make Riviera Beach an appealing place for sporting events. Our community and visitors provide an interesting, varied mix of young people, families and retirees from just about anywhere.

## **B. PURPOSE**

reconstruct of deteriorated public streets, installation of limerock base, asphaltic pavement, concrete sidewalks, concrete curb and gutter, reinforced concrete drainage pipe and inlet structures, ex-filtration trench, replacement of existing water main, and services, installation of fire hydrants and appurtenances, replacement of existing sanitary sewer system, manholes and lines including lateral services and cleanouts, traffic calming devices, striping and signage, and grouting, adjustment, and proper disposal or abandonment of existing utilities.

## **C. CONSTRUCTION ADMINISTRATOR**

Mr. Terrence Bailey, City Engineer, is the designated Construction Administrator/Project Manager for this project. Mr. Bailey can be reached at [TBailey@rivierabeach.org](mailto:TBailey@rivierabeach.org) or (561) 845-4080. The Contractor will work with the Engineering Department, and the designated Construction Administrator to complete this project.

## **D. CONSTRUCTION ADMINISTRATOR RESPONSIBILITIES:**

1. The Construction Administrator / Designee shall serve as a liaison, coordinate, and approve all work under the contract.
2. The Construction Administrator / Designee shall resolve any disputes.
3. The Construction Administrator / Designee shall perform performance evaluations regularly.
4. The Construction Administrator / Designee shall schedule and conduct contractor performance evaluations, document findings, and review and approve all invoices for work performed or items delivered for payment.

## **E. CONTRACTOR RESPONSIBILITIES:**

1. The successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other services necessary to fully **reconstruct of deteriorated public streets, installation of limerock base, asphaltic pavement, concrete sidewalks, concrete curb and gutter, reinforced concrete drainage pipe and inlet structures, ex-filtration trench, replacement of existing water main, and services, installation of fire hydrants and appurtenances, replacement of existing sanitary sewer system, manholes and lines including lateral services and cleanouts, traffic calming devices, striping and signage, and grouting, adjustment, and proper disposal or**

**abandonment of existing utilities** and all other elements as indicated on the associated plans and specifications. The contractor shall be responsible for protection of all irrigation. The contractor shall be responsible for restoration of pavement and sodding of all disturbed areas. The Contractor prior, during and at the completion of the demolition part of this work shall follow all the required notifications, protection, regulatory requirements and execution procedures described in Section 02050 of the Project Manual.

2. 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.
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 correct any and all damage caused by their operations to the City's satisfaction at no additional cost to the City.
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 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.

9. The contract time for this solicitation shall be for **180 days** from issuance of Notice to Proceed to Project Substantial Completion. The contractor work shall Finally Complete with an additional **30 calendar** days from Substantial Completion. Total Calendar Days shall be **210 days** unless specifically indicated in the origination of the requisition.
10. The Public Works Department has taken the liberty to utilize the standard bid documents and latest contract to initiate a draft of the necessary bid document and technical specifications. Please find enclosed the draft bid package.

## **F. GOVERNING REGULATIONS**

The Contractor will provide services in compliance with all State, Federal, County, and City regulations and guidelines. The materials and equipment must meet and/or exceed all current standards and requirements of:

1. Federal Consumer Public Safety Commission (CPSC);
2. American Society for Testing Materials (ASTM);
3. The Americans with Disabilities Act (ADA); and
4. Florida Building Code.
5. The most recent editions of the following but not limited to; OSHA Regulations for Construction – Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations, OSHA Standards – Title 29, Part 1910, Occupational Safety and Health Standards, Code of Regulations

## **G. PERMITS**

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

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

NOTE: Contractor **shall not** commence any work without obtaining all required permits.

## **H. PROJECT DURATION**

The Contractor shall complete all services no less than Sixty (**180**) calendar days from receipt of the Notice to Proceed (NTP) to Project Submittal Completion. The Contract work shall Finally Complete with an additional thirty (**30**) calendar days from Substantial Completion. Total Calendar Days shall be **210** calendar days, unless specifically indicated in the origination of the requisition.

Time is of the essence for the Contractor's work performance. The Contractor is expected to complete this project as expeditiously as possible. The work to be performed under this contract shall commence upon issuance of a Notice to Proceed (NTP). No Contract Time extensions will be allowed for holidays or vacations. At a minimum, the selected Contractor must adhere to the following schedule as set by the City:

1. The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within 10 calendar days (6 working days) of the date of the NTP.
2. The Work shall be Substantially Completed within **150** calendar days (107 working days) after the date the Contract Time commences to run, as provided in the NTP.
3. The Work shall be finally completed on the Final Completion Date and ready for final payment per this Agreement within **30** calendar days (21 working days) after the date when the Contract Time commences to run as provided in the NTP.
4. Preliminary Project Schedule - Within 10 days after Notice of Award and as a condition precedent to executing the Contract, before commencement of any work, the Contractor shall submit their preliminary project schedule to the City for review and approval. The schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the project, including procurement of materials, scheduling of equipment, construction, and installation phases, with a level of detail.

## **I. LIQUIDATED DAMAGES**

The parties acknowledge that time is of the essence under the Contract, and that the City will suffer damages if the Contractor fails to achieve Substantial Completion within the Contract Time. Because the actual damages resulting from such delay would be difficult or impossible to determine with precision, the parties agree that the liquidated damages rate set forth herein represents a reasonable, good-faith pre-estimate of the City's actual damages and is not a penalty.

Upon failure of the Contractor to achieve Substantial Completion within the Contract Time, as the same may be extended in accordance with the Contract Documents, the Contractor shall be liable to the City for liquidated damages in the amount of **\$500.00** per calendar day for each day that Substantial Completion is delayed beyond the Contract Time.

The City may deduct accrued liquidated damages from any monies due or to become due to the Contractor under the Contract, or may collect such amounts from the Contractor or its surety. Assessment of liquidated damages shall not release the Contractor from any other obligation under the Contract, including the obligation to achieve Final Completion.

## **J. WEATHER**

1. The Time of Completion for this project has been calculated assuming that the weather conditions will be average to moderate. If, in the opinion of the City's Contract Administrator / Designee, the weather escalates to a point where the work delays on the project are more than the Contractor could have reasonably anticipated or controlled, the Contract Administrator / Designee will make the necessary arrangements to extend the time of completion for each work order package once the request has been made for such extensions by the Contractor.
2. If adverse weather conditions are the basis of a Claim(s) for additional time, such Claim(s) shall be documented by data substantiating that weather conditions were abnormal for the period, could not have been reasonably anticipated, and had an adverse effect on the project's scheduled activities.
3. The Contractor will be required to promptly notify the City's Contract Administrator / Designee in writing of any such delays to the work, explaining its efforts to mitigate the effects of such delays. Any notification received by the Contract Administrator / Designee more than five business days after the delay will not be considered. No extension of time shall be granted for

delay(s) resulting from typical weather conditions prevailing in the applicable area(s) as defined by the average of the last ten (10) years of weather data recorded with the City and the appropriate jurisdiction(s).

#### **K. DELIVERY, STORAGE, AND HANDLING**

The Contractor shall coordinate delivery and arrange storage of materials (if needed). Storage space may be limited. Components sensitive to damage in a harsh environment shall be stored off-site and delivered as required. The Contractor shall provide all necessary protective covering to prevent damage to surrounding work areas. The Contractor shall be responsible for the on-site security of tools, equipment, and materials.

#### **L. PERSON OF CONTACT**

The Contractor shall provide contact information for Primary and Secondary staff within the company who will be responsible for responding to the City's request for support services during the term of this agreement. Contact information shall include the name of the Contact(s), email address, Website Information, Phone Number, and Fax Number.

#### **M. RESTORATION OF PROPERTY**

Property - whether public or private - if damaged during construction or removed for the convenience of the work; ALL such property shall be repaired and/or replaced by the Contractor at his/her own expense in a manner acceptable to the City's Contract Administrator, before final acceptance of the work. Restoration of specific items (such as benches, shelters, traffic signs, street signs, fences, sod, etc.) shall be performed promptly for reasons of public safety, health, and welfare.

#### **N. STORAGE SITES**

The Contractor shall furnish, at his/her own expense, suitably secure area(s) for storing any equipment and materials to be left on-site (where approved). The location of such area(s) shall be approved by the appropriate governing jurisdiction and/or property owner. The Contractor shall maintain these areas clean and orderly, causing a minimum nuisance to the surrounding areas/community.

#### **O. CONTRACTOR AND SUBCONTRACTOR UNIFORM/BADGING**

The Contractor employees assigned to this contract must wear a professional uniform with the company name permanently affixed to it. Uniforms shall comply with all safety provisions from the Florida Department of Transportation, OSHA, and the City.

#### **P. CONTRACTOR AND SUBCONTRACTOR VEHICLES**

The Contractor's company vehicles shall be distinctly labeled with the company name and shall only be parked in designated spaces provided by the City.

#### **Q. DAMAGE REIMBURSEMENT**

The Contractor shall be solely responsible for and shall reimburse the City any and all costs and/or expenses of any kind or nature relating to the correction of any damage to any City property resulting from the installation, maintenance, or replacement of mounted equipment and infrastructure.

## **R. WARRANTY**

The Contractor shall furnish all pertinent warranty information, including manufacturers' warranties and effective dates, as they become available, for all new equipment. All materials, parts, components, equipment, and labor work performed shall be fully warranted and guaranteed for a minimum of One (1) year from the date of completion of services and acceptance by the City. Parts and equipment shall be replaced during the warranty period and have a warranty matching that of the original part from date of replacement. Repair or replacement of defects occurring in labor or product(s) within the warranty period shall be performed and provided at no additional cost to the City.

## **S. CLEAN UP**

All usable materials and debris shall be removed from the premises at the end of each workday and disposed of appropriately. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated location Contract Administrator / Designee.

## **T. WORK ACCEPTANCE**

1. Services to be performed under this agreement will be inspected by an authorized representative of the Public Works Department to determine acceptance of work, appropriate invoicing, and warranty conditions.
2. The City shall complete any necessary inspection and testing of work for compliance with the scope of services and technical specifications within five (5) business days of notification of completion by the Contractor.
3. The City shall provide written Notice of Acceptance or Rejection within five (5) business days of completion of inspection. The Contractor may not submit a final invoice unless and until the City provides written Notice of Final Acceptance.

## **U. INVOICING AND PAYMENT**

Under this Contract, the Contractor shall submit detailed, itemized invoices identifying all labor, materials, equipment, and services performed. Invoices must reference the applicable Purchase Order number and be submitted in accordance with the Schedule of Payments set forth in Exhibit B of the Contract for Construction.

Invoices shall be submitted to the City once per month on the 20<sup>th</sup> day of each month for services rendered as follows:

1. Initial: Monthly for the duration of the project.

**Note:** Payment Retainage applies to this agreement at a rate of **5%** and will be withheld until Final Acceptance of the Work by the City and satisfaction of all conditions for Final Payment as set forth in the Contract for Construction.

# **VI. INSTRUCTIONS TO BIDDERS / BIDDING REQUIREMENTS**

The following information and instructions are given for the purpose of guiding Bidders in properly preparing their bid responses and are standard for Construction Invitations to Bid (CITB) solicitations

as issued by the City. These directions and instructions have equal force and weight with the scope of services, specifications, and strict compliance, which is required with all these provisions. The City may delete, modify, or supersede any of these standard instructions for a particular contract to the Contractor or in the line item. It is the Bidder's sole responsibility to become familiar with the scope of services, City requirements, and systems prior to submitting a bid. The solicitation package, exhibits, attachments, addendums, and the successful bid response will be included in any Agreement between the Contractor and the City.

In addition to the documents in Attachment "A" – Bidder's Required Forms, Bidders are required to complete any additional project specific requested forms. Failure to submit the required forms will deem the Bidder Non-Responsive.

#### **A. ELIGIBILITY**

No bid response will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Riviera Beach upon any debt or contract or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Council of Riviera Beach.

#### **B. RESPONSIBILITY**

No variation in price or conditions will be permitted based upon a claim of ignorance. **Submission of a bid response will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.**

#### **C. QUESTIONS**

Prospective bidders must submit any questions regarding this solicitation electronically in **BidNet** by the due date and time specified in the solicitation. Only questions submitted via **BidNet** will be accepted and addressed. **Responses to questions received during the solicitation time period are posted on the website at <https://www.bidnetdirect.com/florida/cityofrivierabeach> in an addendum.** Bidders who fail to report a known or suspected problem with this solicitation or who fail to seek clarification or correction of this solicitation do so at their own risk.

#### **D. APPROVED EQUALS OR EQUIVALENT**

The Contractor may use Approved Equal or Equivalent equipment and parts as applicable to stay in compliance with current industry standards. The Contractor will provide Public Works Department the technical specification and data sheets for any hardware, equipment, parts, accessories, licenses, and management controls that meet or exceed the minimum requirement listed herein. Bidders will complete Attachment "J" - Request for Approved Equal Form and submit a request prior to the bid due date. Approval of such request is at the control and approval of the City.

#### **E. ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included by the Bidder with the Bid response will be evaluated or considered. All such additional terms and conditions will have no force and effect and are inapplicable to this Bid if submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, or warranties. It is understood and agreed that the general conditions in this Invitation to Bid are the only conditions applicable to this Bid and the Bidder's authorized signature on the Bid Form attests to this.

## **F. SPECIFIC EXPERIENCE REQUIRED**

To be considered for any executed contract(s), the following expertise is required. Specific references attesting to this expertise must be submitted with the bid.

The Contractor will have at least three (3) years of previous construction/renovation experience in the State of Florida.

Bidder will submit proof of previous experience of a minimum of three (3) projects of similar scope and scale (or larger) and will for each project listed, identify location; dates of services; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

**NOTE: REFERENCES WILL INCLUDE AT LEAST ONE (1) LOCAL, CITY, STATE, GOVERNMENT, AND FEDERAL ENTITY.**

*By signing this bid solicitation, the Contractor affirms that this expertise will be provided for this contract at no additional charge.*

**NOTE: BIDDERS SHALL NOT INCLUDE ANY WORK PERFORMED FOR THE CITY OF RIVIERA BEACH, NOR LIST ANY CITY STAFF AS REFERENCES, WHEN DEMONSTRATING QUALIFICATIONS, EXPERIENCE, OR CAPABILITIES IN RESPONSE TO THIS CITB. DO NOT INCLUDE PROPOSED TEAM MEMBERS OR PARENT/SUBSIDIARY/AFFILIATED COMPANIES AS REFERENCES IN YOUR SUBMITTALS.**

*By signing this bid solicitation, the Bidder affirms that this expertise will be provided for this contract at no additional charge.*

## **G. AUTHORIZED SIGNATORIES**

All associated forms must be signed by an authorized officer of the company.

## **H. BID ACCEPTANCE**

Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of One Hundred Twenty **(120)** days from the date of bid opening unless otherwise stated in the solicitation. The City will award contract within this period or will request to the recommended awarded Contractor an extension to hold pricing, until products/services have been awarded.

## **I. MATERIAL MODIFICATIONS / ALTERATIONS**

Material modifications and/or alterations to the verbiage or documents herein made by the Bidder is expressly prohibited and is not enforceable. Modifications and/or alterations may render the Bidder's submission void and bar the Bidder from consideration in connection with this solicitation.

## **J. ELECTRONIC BID SUBMISSION DEADLINE:**

Electronic Bid Responses will be submitted via BidNet (<https://www.BidNetdirect.com/florida/cityofrivierabeach>) prior to the designated bids due date and time indicated in the solicitation. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED.**

## **K. ADDENDA AND INTERPRETATIONS**

No interpretations of the meaning of the plans, specifications, scope of work or other contract documents will be made orally to any Bidder. Prospective Bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated on the Request for Information and on BidNet (<https://www.BidNetdirect.com/florida/cityofrivierabeach>). Questions received after this time will not be answered.

- Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum on BidNet (<https://www.BidNetdirect.com/florida/cityofrivierabeach>).
- Failure of any Bidder to receive any such addenda or interpretation will not relieve any Bidder from any obligation under the bid as submitted. All addenda so issued will become a part of the contract document.
- **Bidder** will verify in BidNet (<https://www.BidNetdirect.com/florida/cityofrivierabeach>) that the bid response has all addenda before submitting a bid. Receipt of all addenda **will be acknowledged** by the Bidder(s) on the General Certification Form "Addendum Acknowledgement Section" and submitted with Attachment "A" – Bidder's Required Forms package as instructed.

#### **L. BID BOND: REQUIRED FOR THIS PROJECT**

Each Bid must be accompanied by a Bid Bond of not less than five percent (5%) of the total bid amount. Bid Bonds amounting to less than one hundred dollars need not be submitted. A Bid Bond signed by a surety company authorized to do business in the State of Florida is the only bond that is acceptable. The City reserves the right to hold the Bid Bond until the successful Bidder has executed the Contract and provided all required bonds and insurance documents. If the successful Bidder is presented with a contract by the City and fails to execute and deliver such a contract within ten (10) business days after receiving notice to do so, the City shall be entitled to enforce the bond. Retention of such amount will not be construed as liquidated damages.

Failure to submit a Bid Bond in the proper amount and form may deem the Bid non-responsive.

#### **M. PERFORMANCE AND PAYMENT BONDS**

Pursuant to Section 255.05, Florida Statutes, as may be amended, the Contractor shall furnish to the City, prior to commencement of any Work and as a condition of the Notice to Proceed, a Performance Bond and a Payment Bond, each in the amount of one hundred ten percent (110%) of the Contract Price.

Both bonds shall be executed by a surety company licensed to do business in the State of Florida, listed on the United States Department of the Treasury's Circular 570 list of approved sureties, and maintaining a minimum "A-" Financial Strength Rating (FSR) and a Financial Size Category (FSC) of "10" in Best's Key Rating Guide. The City reserves the right to reject any surety that does not meet these qualifications. If at any time during the term of the Contract the surety becomes insolvent, has its license suspended or revoked, or fails to maintain the required ratings, the Contractor shall immediately substitute a qualifying surety at no additional cost to the City.

The Performance Bond shall guarantee the faithful performance of all obligations of the Contractor under the Contract Documents, including the correction of defective Work during the warranty period. The Payment Bond shall guarantee payment to all claimants, as defined in Section 255.05(2)(a), Florida Statutes, supplying labor, services, materials, or supplies used directly or indirectly in the prosecution of the Work.

Both bonds shall be submitted on forms acceptable to the City, shall name the City of Riviera Beach as obligee, and shall remain in full force and effect until: (a) the Performance Bond — Final Acceptance of the Work by the City and expiration of the warranty period; and (b) the Payment Bond — Final Acceptance of the Work by the City and satisfaction of all payment claims. The Contractor's obligation to furnish bonds is not limited to the original Contract Price; in the event of any Contract Amendment increasing the Contract Price, the Contractor shall, within ten (10) calendar days of execution of such amendment, provide riders or replacement bonds reflecting the increased Contract Price at no additional cost to the City.

Pursuant to Section 255.05(2), Florida Statutes, the Contractor shall record the Payment Bond in the public records of Palm Beach County prior to commencing the Work and shall provide the City with written evidence of such recordation. Failure to record the Payment Bond shall not relieve the Contractor or surety of their obligations thereunder.

Any Bidder that is unable to obtain the required bonds shall be deemed non-responsive and shall not be eligible for award. The inability of a Bidder to obtain bonds shall not entitle the Bidder to return of its Bid Bond.

#### **N. COST**

Prices offered on the Bid Cost Proposal (Bid Sheet) Form are all inclusive and will constitute complete compensation. Failure on the part of the Contractor to completely and properly evaluate any factors of costs prior to bidding will not form a basis for additional compensation.

#### **O. REQUIRED LICENSING**

In order to be deemed responsive and responsible to this solicitation, Bidder Must be registered to do business in the State of Florida and possess all required State, Federal, and Local licenses and certifications required to perform the services requested herein.

**THE CONTRACTOR MUST POSSESS BUSINESS LICENSES, APPLICABLE GENERAL OR SPECIALIZED LICENSES, AND CERTIFICATION(S) TO BE CONSIDERED RESPONSIVE AND RESPONSIBLE TO THIS SOLICITATION.**

*Failure to submit proof all required license(s) and certification(s) with bid submittal will result in a non-responsive and responsible determination.*

Required licenses and certifications shall consist of the following, but is not limited to:

State: Business License ([www.myfloridalicense.com](http://www.myfloridalicense.com))  
Certificate of Good Standing ([www.sunbiz.org](http://www.sunbiz.org))  
General Contractor License ([www.myfloridalicense.com](http://www.myfloridalicense.com))

#### **P. SUBMITTAL GUIDELINES FOR BIDNET DIRECT**

##### **1. CITB Released**

This CITB is being conducted through BidNet, an online, electronic tool, which allows a supplier to register, log on, select answers and type text in response to questions, and upload any necessary documents. Each supplier interested in competing to win a contract award must complete and submit a response to this CITB using BidNet.

2. CITB Review

Carefully review all information contained in the solicitation, including all documents available as attachments or available through links. Any difficulty accessing the solicitation or documents should be reported immediately to the Procurement Contact and/or the BidNet Help Desk.

3. Uploading Forms

When the Bidder is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please follow the directions within the CITB to upload these documents in the proper location.

4. Reviewing the Response Before Submission

Each Bidder is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded where applicable.

5. Help Desk Support

For technical questions related to the use of BidNet Direct, suppliers have access to phone support at 800-835-4603, Monday through Friday 8:00 AM to 8:00 PM EST excluding Holidays or closings in response to inclement weather. Suppliers can also email questions to: [support@bidnet.com](mailto:support@bidnet.com).

**Q. CONTRACT PERIOD**

This is a one-time fixed project.

There are no renewal options for this project. All prices, terms, and conditions shall remain fixed for the initial period of the contract. There will be no allowable price escalations throughout any contract period(s), unless otherwise specified in this document.

**R. CONE OF SILENCE**

Section 2-166 (Cone of Silence) of the City; Code of Ordinances, prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between any person's representative seeking award from such competitive solicitation; and any City Council person or legislative staff, or any City employee authorized to act on behalf of the Council to award a contract under this Bid.

The Cone of Silence shall be in effect as of the deadline to submit the proposal, bids or other response to this competitive solicitation and shall remain in effect and subject to the terms of this section for any person or person's representative.

The provisions of this division shall not apply to oral communications at any public proceeding, including Pre-Bid Meeting, Oral Presentations before Evaluation Committees, and contract negotiations during any public meetings, presentations made to the Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any employee and the intended awardees, 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, Council member, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The Cone of Silence shall terminate at the time the Council, awards or approves a contract, rejects all bids or responses or otherwise takes action, which ends the solicitation process.

Any Contract entered into in violation of the Cone of Silence provisions in this section shall render the transaction voidable.

Penalties for violation of the Cone of Silence shall be applied per Section 2- 168 (Penalties) of the City; Code of Ordinances.

#### **S. ACCEPTANCE OF BIDS / MINOR IRREGULARITIES**

The City reserves the right to accept or reject any and all Bids, in whole or in part, at its sole discretion, with or without cause. The issuance of this CITB in no way obligates the City to award a contract or to pay any costs incurred in the preparation or submission of a Bid.

The City reserves the right to waive minor informalities or irregularities in any Bid when, in its sole judgment, such action is in the best interest of the City. A minor informality or irregularity is one that does not affect the price, quality, quantity, delivery, or any other material term of the Bid, and the correction or waiver of which would not give the Bidder a competitive advantage over other Bidders.

Award of a contract, if made, will be made to the lowest responsive and responsible Bidder and is contingent upon approval by the City Council of the City of Riviera Beach. Acceptance of a Bid does not constitute a contract or create any obligation on the part of the City to enter into an agreement.

#### **T. CHANGES AND ALTERATIONS**

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

## **VII. SPECIAL TERMS AND CONDITIONS**

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The following instructions are given to guide Bidders in properly preparing their bid responses. These directions have equal force and weight with the specifications, and strict compliance is required with all of these provisions.

#### **A. ASSIGNMENT**

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of the City.

#### **B. BIDDER RESPONSIBILITY**

The undersigned Bidder affirms that he/she has or will obtain all equipment necessary to complete the work described, that he/she has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.

#### **C. SBE PARTICIPATION**

Consistent with the City's procurement code, [DIVISION 2. - SMALL BUSINESS ENTERPRISE PARTICIPATION GOAL](#), Small Business Enterprises (SBE) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of 15% participation of SBE. Contractor is obligated to demonstrate and document a good faith effort toward the attainment of the 15% SBE participation as a condition of this contract. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

#### **D. LOCAL VENDOR PREFERENCE**

Under the City's Procurement Code, [DIVISION 1. - PREFERENCES FOR LOCAL VENDORS](#), the City has a preference for local businesses. A local business, for the purposes of the application of the local vendor preference, means a Bidder, which has a permanent, physical place of business within the city limits and a valid business tax receipt and certificate of occupancy applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and will not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one party of the joint venture/partnership meets the test outlined in this section. The Bidder will have the burden of demonstrating that it meets this definition. A permanent physical location must be established for a minimum of twelve (12) months before the published date of this solicitation.

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

#### **E. AWARD**

The Contract will be awarded to the lowest responsive and responsible Bidder, whose bid is in the City's best interest. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be at the sole discretion of the City and will be based upon the character, fitness, experience, history, and financial status of the Bidder.

1. The Lowest Bidder is determined by the aggregate amount of the prices outlined in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.
2. A Responsive Bidder shall mean a Bidder who has submitted a bid that conforms to the Bidding Documents in all material respects.
3. A Responsible Bidder is a Bidder who has the capability, in all respects, to perform fully the contract requirements and have moral and business integrity and reliability, which will ensure good faith performance. In determining responsibility, the following criteria will be considered:
  - a. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.
  - b. Whether the Bidder can fulfil 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. For example, the following information will be considered:
  - i. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,
  - ii. The Bidder's compliance record with contract general conditions on other projects,
  - iii. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
  - iv. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and the Bidder's compliance with scheduling and coordination requirements on other projects,
  - v. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,
  - vi. Whether the work performed and materials furnished on previous contracts followed the Contract Documents.
- 4. Award recommendation will be posted in Bidnet after identifying the lowest responsive and responsible bidder.
  - a. The Bidder's previous and existing compliance with the laws and ordinances relating to contracts or services.
  - b. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
  - c. The goods or services' quality, availability, and adaptability to the required use.
  - d. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.
  - e. Whether the Bidder is in arrears to any Owner on debt or contract, or is a defaulter on surety to any Owner.
  - f. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:
    - i. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate, and execute the Work.
    - ii. Has the Bidder ever been debarred from bidding by any other public or private owner or found ineligible for bidding on different projects?
    - iii. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.
    - iv. Whether Bidder's contract on other projects has ever been terminated.
    - v. The purpose of the above is to enable the City to select the bid that is in the City's best interest. The ability of the low Bidder to provide the required bonds (if applicable) will not demonstrate the Bidder's responsibility.

## **F. CODE REQUIREMENTS**

The Contractor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City, 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.

## **G. COMMERCIAL NON-DISCRIMINATION POLICY**

It is the policy of the City not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of Contractors, suppliers, subcontractors or commercial customers based on race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or

expression, disability, or genetic information, or based on any otherwise unlawful use of characteristics regarding the Contractor's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for Palm Beach County.

#### **H. CONDITIONS AND PACKAGING**

Unless otherwise stated in the solicitation or ordered explicitly from an accepted price list, deliveries must consist only of new and unused goods. They shall be the current standards production model available during the solicitation response. 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 the name of the manufacturer or supplier, purchase order number, and any other markings required by specifications, or other acceptable means of identifying the Contractor and purchase order number.

#### **I. CONFLICT OF INTEREST**

All Bidders MUST disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director, or agent who is also an employee of the City. Further, all Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its subsidiaries.

#### **J. DEBARRED OR SUSPENDED BIDDERS**

The Bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal, State, or Local department or agency.

#### **K. DISCOUNTS**

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for Bid evaluation process.

#### **L. E-VERIFY – EMPLOYMENT ELIGIBILITY VERIFICATION**

Pursuant to Section 448.095, Florida Statutes, as may be amended, the Contractor warrants and represents that it: (1) is registered with and uses the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all subcontractors performing duties and obligations under any resulting contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. The Contractor shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien as defined in Section 448.095(1)(k), Florida Statutes. The Contractor shall maintain a copy of each such affidavit for the duration of the subcontract and any extension thereof. The City shall terminate any resulting contract if it has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes. If the City has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, the City shall notify the Contractor to terminate its contract with the subcontractor and the Contractor shall immediately do so. A Contractor terminated for E-Verify non-compliance shall be barred from City contracts for one (1) year from the date of termination. The Contractor shall complete and submit the E-Verify Affirmation Statement included in Attachment "A" – Bidder's Required Forms.

#### **M. CONTINGENT FEES PROHIBITED**

By submitting a Bid in response to this CITB, the Bidder warrants that it has not employed or retained any company, person, or agent, other than a bona fide employee working solely for the Bidder, to solicit or secure any resulting contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of any resulting contract. Violation of this provision shall entitle the City to terminate any resulting contract without liability and to recover from the Contractor the full amount of any such fee, commission, percentage, gift, or other consideration paid.

#### **N. SUBCONTRACTING AND SELF-PERFORMANCE REQUIREMENT**

The Contractor shall perform a minimum of fifty percent (50%) of the Work with its own forces and equipment. The City reserves the right, at its sole discretion, to accept or reject the use of any proposed subcontractor and to inspect all facilities of and approve all qualifications of any subcontractor. Any changes or substitutions of subcontractors after award must receive prior written approval from the City's representative before becoming effective. All subcontractors must be licensed and insured in accordance with applicable Florida law and the insurance requirements of this CITB. The Contractor shall require any subcontractor, where applicable, to provide payment and performance bonds. The Contractor remains fully responsible to the City for all acts and omissions of its subcontractors. Nothing in this CITB or any resulting contract shall create any contractual relationship between any subcontractor and the City. If a subcontractor fails to perform or make adequate progress, the Contractor shall promptly replace the subcontractor, subject to written acceptance by the City, and must demonstrate that the subcontractor being replaced is unable or unwilling to perform in accordance with the Contract Documents. The Contractor is encouraged to seek Small Business Enterprise (SBE) participation in subcontracting opportunities consistent with the City's SBE participation goal.

#### **O. DRUG-FREE WORK PLACE**

Preference shall be given to a business with Drug-Free Workplace (DFW) programs. Whenever the CITY receives two or more Bids that are equal concerning price, quality, and service for the procurement of contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

#### **P. DUN & BRADSTREET REPORT REQUIREMENT**

The City may review the Contractor's rating and payment performance to assist in determining the Contractor's responsibility when being evaluated for a contract award.

#### **Q. EQUAL EMPLOYMENT OPPORTUNITY**

No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to City Code, Section 10-51, and 16.5-101), marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The

Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor selected to perform work on a City project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the City deems appropriate.

#### **R. GOVERNMENTAL RESTRICTION**

If any governmental restrictions are imposed that would necessitate alteration of the performance of the services offered in this Bid before delivery, it shall be the responsibility of the Bidder to notify the City at once. The City reserves the right to accept the alteration or to cancel the contract at no expense to the City.

#### **S. INDEPENDENT CONTRACTOR RELATIONSHIP**

The successful Bidder is, and shall be, in performing all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the City. All persons engaged in any work or services performed under this Contract shall at all times, and in all places, be subject to the successful Bidder's sole direction, supervision, and control. The successful Bidder shall exercise control over the means and manner in which it and its employees perform the work, and, in all respects, the successful Bidder's relationship, and the relationship of its employees, to the City shall be that of an Independent Contractor and not as employees or agents of the City.

#### **T. INDEMNIFICATION**

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

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

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

#### **U. INCONSISTENCIES**

Any seeming inconsistency between different provisions of the plans, specifications, bid or contract, or any point requiring explanation must be inquired into by the Bidder, in writing, at least ten (10) days prior to the date and time set for opening bid responses. After bid responses are opened, the Bidder's shall abide by the decision of the City as to such interpretation.

## **V. INSPECTION, ACCEPTANCE AND TITLE**

Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the City.

## **W. JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

The contract shall be interpreted and construed in accordance with and governed by the laws of Florida. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Contractor and City hereby waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in a lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

## **X. LEGAL REQUIREMENTS**

Bidders must comply with all provisions of Federal, State, County, and local laws, bid and ordinances, rules and regulations, and any City rules applicable to the items being bid. Lack of knowledge by the Bidder shall not be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

## **Y. LOBBYING ACTIVITIES**

ALL CONTRACTORS PLEASE NOTE: Any Contractor submitting a response to this solicitation must comply, if applicable, with the CITY'S Lobbying Ordinance, and provided in Chapter 2.164 of the City Code of Ordinance. Copies of the Ordinance may be obtained from the Office of the CITY Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, Florida, 33404. The ordinance may also be viewed on the City's website at:  
[https://library.municode.com/fl/riviera\\_beach/codes/code\\_of\\_ordinances](https://library.municode.com/fl/riviera_beach/codes/code_of_ordinances)

## **Z. MISTAKES**

Bidders are cautioned to examine all specifications, scopes of services, scope of works, drawings, delivery instructions, unit prices, extensions, and all other special conditions of this solicitation. Failure of the Contractor to examine all pertinent documents shall not entitle them 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. In the case of arithmetic error(s), the unit price will prevail, and the Bidder's total offer will be rectified accordingly. Written Amounts shall take precedence over numerical amounts. Bids having erasures or corrections must be initialed in ink by the Bidder. Failure to do so will result in the bid being deemed non-responsible and rejected.

## **AA. MODIFICATIONS**

All changes to purchase orders shall be made by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be made by written amendment with the same formality and of equal dignity before the initiation of any such change.

#### **BB. NON-COLLUSION STATEMENT**

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

Failure of a Bidder to disclose any relationship described herein shall be reason for debarment following the provisions of the City Procurement Code.

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

#### **CC. NON-CONFORMANCE TO CONTRACT CONDITIONS**

The City may withhold acceptance of, or reject any items found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) business days by the Contractor at its expense and redelivered at its expense. The City regards rejected goods left longer than thirty (30) days as abandoned and has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection needs to be given. Upon verbal notice to do so, the Contractor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in the Contractor being found in default.

#### **DD. NOTICE**

Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain as set forth herein until changed in writing in the manner provided in this section. For the present, the City designates:

Director, City Procurement Department  
1481 West 15th Street,  
Riviera Beach, FL 33404

Contractor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

#### **EE. PATENTS AND ROYALTIES**

The Contractor, without exception, shall indemnify and save harmless and defend the City, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

## **FF. PAYMENT**

Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 16.5-297, City's Code of Ordinances. All payment applications shall be submitted to the address indicated in the purchase order. The City will pay the Contractor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.

## **GG. PERMITS AND LICENSES**

The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinance as indicated in this solicitation and maintain them in full force and effect throughout the Term of this Agreement. Any changes in the licenses or permits shall be reported to the City within ten (10) Business Days of the change.

Failure to obtain and maintain all permits and licenses, including but not limited to any permit or license which the City may in the future require to engage in the business of Transportation Services in Palm Beach County, shall constitute an event of default.

## **HH. PERSONAL INVESTIGATION**

Bidders shall satisfy themselves by personal investigation and other means as they may think necessary or desirable regarding the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants shall relieve the Contractor from any risk or from fulfilling all contract terms.

## **II. PRICES**

Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

1. **THE CONTRACTOR:** In submitting this solicitation response, the Contractor certifies that the prices provided herein are not higher than the prices at which the same commodity (s) or service(s) are sold in approximately similar quantities under similar terms and conditions to any purchaser whatsoever.
2. **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
3. **TIES:** The Procurement Department will break tie responses following the Procurement Code.

## **JJ. PROTEST PROCEDURES**

In accordance with Section 16.5-241, of the City Code of Ordinances, if a Contractor intends to protest a solicitation or proposed award of a contract the following apply:

1. *Right to protest.* Any actual or prospective bidder, offeror, 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, 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.
2. The protest shall be submitted within five (5) calendar days after such aggrieved person knows or could have reasonably been expected to know if the facts giving rise thereto.
3. *Stay of procurements during protests.* 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.

## **KK. PUBLIC ENTITY CRIMES**

Pursuant to Florida Statutes (F.S.) 287.133, as amended: a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Contractor list. Bidder shall complete and submit the Public Entity Crimes Law Form located in Attachment "A" – Bidder's Required Forms package.

## **LL. PUBLIC RECORDS ACT / INFORMATION DISCLOSURE TO THIRD PARTIES**

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

1. Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the services under this Agreement.
2. Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the price provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Consultant 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 City 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 AT THE CITY CLERK'S OFFICE, CITY OF RIVIERA BEACH, 600 WEST BLUE HERON BLVD., RIVIERA BEACH, FL. 33404, BY EMAIL AT [CITYCLERK@RIVIERABEACH.ORG](mailto:CITYCLERK@RIVIERABEACH.ORG) OR BY TELEPHONE 561-845-4090.**

#### **MM. QUALIFICATIONS OF CONTRACTOR**

The City will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Contractor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to City. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to consider a Contractor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Contractor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Contractor to submit such information may be grounds for termination of any contract awarded to successful Contractor. Contractor shall notify the City immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

#### **NN. REJECTION OF BIDS**

The City reserves the right to reject any bid if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among Bidders. A bid response will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed best for the interests of the City.

#### **OO. RESERVATION FOR AWARD**

The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Bidder whose product or service meets the terms, conditions, and specifications of the CITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capability and skill of the

Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

#### **PP. RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL**

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

#### **QQ. SAFETY STANDARDS**

Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the City Risk Management Department, 1481 West 15th Street, Riviera Beach, FL 33404.

#### **RR. STATE OF FLORIDA DIVISION OF CORPORATIONS REQUIREMENTS**

It is the Contractor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The City will review the Contractor's business status based on the information provided in response to this solicitation. If the Contractor is an out-of-state or foreign corporation or partnership, the Contractor should obtain the authority to conduct business in the State of Florida.

#### **SS. TAXES**

The CITY is exempt from Federal Excise and State Sales taxes. Contractors or Contractors doing business with the CITY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY unless an exemption is available to the Contractor or Contractor, nor shall any Contractor/Contractor be authorized to use the CITY'S Tax Exemption Number in securing such materials.

#### **TT. TERMINATION**

1. **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the

City, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the City in accordance with Chapter 129, Florida Statutes (F.S.). 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 this contract upon thirty (30) days prior written notice to the Contractor.

2. **For Cause:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
3. **For Convenience:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
4. **Non-Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

#### **UU. WITHDRAWALS**

Any Bidder may, without prejudice to itself, withdraw its bid at any time prior to the expiration of the time during which bid responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid response. After expiration of the period for receiving bid responses, no bid response can be withdrawn, modified, or explained.

## **VIII. INSURANCE REQUIREMENTS**

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

#### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:  
•\$1,000,000 each occurrence

- \$2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- \$1,000,000 per occurrence for Property Damage
- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability, Independent Contractors.

#### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property

Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than \$1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

The contractor must comply with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in the execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

#### Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.
- b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to

- suspend the Contract until this requirement is met.
- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
  - f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
  - g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
  - h. The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

City of Riviera Beach  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.