


# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams  
Director of Procurement 

DATE: June 27, 2016

RE: Approval of Contract Renewal with  
John Brown & Sons, Inc., for Clearing Right of Way Fence  
Contract No. 001031

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Board approval is requested for the second renewal of the referenced contract with John Brown & Sons, Inc. in the amount of \$100,000.00 for a one year period beginning July 14, 2016 and ending on July 13, 2017. The original contract was one year with two one-year renewals.

|                          |                     |
|--------------------------|---------------------|
| Original Contract Amount | \$150,000.00        |
| First Renewal            | \$100,000.00        |
| Second Renewal           | <u>\$100,000.00</u> |
| Total                    | \$350,000.00        |

The services to be provided by John Brown & Sons under this renewal include clearing of right of way fence at various locations throughout the system.

Reviewed by:   
Claude Miller  
Director of Maintenance



CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL AGREEMENT

CONTRACT NO. 001031

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of July, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and John Brown & Sons, Inc., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated April 23, 2014, with a Notice to Proceed date of July 1, 2014, whereby CFX retained the Contractor to perform clearing of right of way fence at various locations throughout the system; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a second renewal of said Original Agreement beginning the 14<sup>th</sup> day of July, 2016 and ending the 13th day of July, 2017 at the cost of \$100,000.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the first Contract renewal ending June 30, 2016, the Contractor shall execute a 'Certificate of Completion of the First Contract Renewal and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the first renewal of the Contract ending June 30, 2016.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

CONTRACTOR

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Director of Procurement

Title: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_ (SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

*Approved as to form and execution, only.*

Witness (1) \_\_\_\_\_

*General Counsel for the Authority*

Witness (2) \_\_\_\_\_

\_\_\_\_\_



**Purchasing Department**

50 South Military Trail, Suite 110  
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 616-6811

[www.pbcgov.com/purchasing](http://www.pbcgov.com/purchasing)

**Palm Beach County  
Board of County  
Commissioners**

Mary Lou Berger, Mayor

Hal R. Valeche, Vice Mayor

Paulette Burdick

Shelley Vana

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

Form L

December 15, 2015

John Brown & Sons, Inc.  
Mr. John Pudvar  
775 23<sup>rd</sup> Ave.  
Vero Beach, FL 32967

Dear Mr. Pudvar:

**TERM CONTRACT #13012B & 13012B-1**

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for HEAVY EQUIPMENT RENTAL WITH OPERATOR (Primary Award: #25 and #32) based on:

☒ **RENEWAL OF CONTRACT** based on SOLICITATION #13-012/CC in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 01/01/16 through 12/31/16, and has an estimated dollar value of \$1,347,288.00, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., CPO / DO 680 XY03030500000001111 or CPO / DO 680 XY030305\*1111). Failure to provide a document number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo, Sr. Buyer, at [ccardill@pbcgov.org](mailto:ccardill@pbcgov.org) or (561) 616-6839.

Sincerely,

Kathleen M. Scarlett  
Director

c: Nicki Murphy, Parks & Recreation  
Vernetha Green, Water Utilities  
Amanda Hughes, Environmental Resources Management  
Carole Portilla, Engineering & Public Works  
File

Central Florida Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 001031

20 APR '15 PM 1:30

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 9<sup>th</sup> day of April, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and John Brown & Sons, Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated April 23, 2014, with a Notice to Proceed date of July 1, 2014, whereby the Authority retained the Contractor to perform clearing of right of way fence at various locations throughout the system; and

WHEREAS, pursuant to Article 2 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a first renewal of said Original Agreement beginning the 1<sup>st</sup> day of July, 2015, and ending the 30<sup>th</sup> day of June, 2016, at the cost of \$100,000.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending June 30, 2015, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending June 30, 2015.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

JOHN BROWN & SONS, INC.

BY: \_\_\_\_\_

Authorized Signature

Title: \_\_\_\_\_

Division Manager

ATTEST: \_\_\_\_\_

Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) \_\_\_\_\_

Witness (2) \_\_\_\_\_

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: \_\_\_\_\_

Director of Procurement



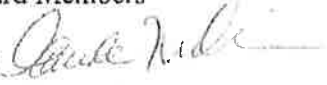
LEGAL APPROVAL:  
AS TO FORM

General Counsel for the Authority

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: March 24, 2015

RE: Approval of Contract Renewal with  
John Brown & Sons, Inc., for Clearing Right of Way Fence  
Contract No. 001031

Board approval is requested for the first renewal of the referenced contract with John Brown & Sons, Inc., in the amount of \$100,000.00 to perform clearing of right of way fence at various locations throughout the system. The renewal period will be from July 1, 2015, to June 30, 2016.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance  
Laura Kelley, Deputy Executive Director, Finance and Administration  
Ben Dreiling, Director of Construction and Maintenance

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
CLEARING RIGHT OF WAY FENCE  
CONTRACT NO. 001031**

This Contract No. 001031 is made this 23<sup>rd</sup> day of April, 2014, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and JOHN BROWN AND SONS, INC., 775 23<sup>rd</sup> Avenue, Vero Beach, Florida 32962, hereinafter the CONTRACTOR:

**WITNESSETH:**

**WHEREAS**, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

**WHEREAS**, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

**WHEREAS**, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to clear vegetation along the right of way fence line at various locations throughout the AUTHORITY's System and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY; and,

**WHEREAS**, on or about December 18, 2012, the CONTRACTOR entered into Term Contract No. 13012 with Palm Beach County, Florida to provide services using the same type of equipment and operators as required by the AUTHORITY for its needs; and,

**WHEREAS**, an Invitation to Bid seeking qualified contractors to perform such services for the AUTHORITY was not required because the CONTRACTOR has an existing contract with Palm Beach County for the same services to be provided hereunder and the AUTHORITY has decided to contract with CONTRACTOR for the performance of the services described herein at the same rates previously negotiated by Palm Beach County; and,

**WHEREAS**, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in its contract with Palm Beach County and such revised terms and conditions as detailed below;

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

## **1. SERVICES TO BE PROVIDED**

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as required by the AUTHORITY

## **2. TERM AND NOTICE**

The initial term of the Contract will be one (1) year from the date of the Notice to Proceed from the AUTHORITY. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the initial one-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 30 days notice for convenience or 10-days notice for cause. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as the AUTHORITY determines, and may retain others for the completion of the work

under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

### **3. COMPENSATION FOR SERVICES**

AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the rates established in the CONTRACTOR's contract with Palm Beach County. The amount of this Contract shall not exceed \$150,000.00 during its initial term.

### **4. CONTRACTOR INSURANCE**

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY, in its sole and absolute discretion. CONTRACTOR shall carry and keep in force the following insurance



coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

**4.1 Comprehensive General Liability Insurance** having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

**4.2 Comprehensive Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

**4.3 Workers' Compensation Insurance Coverage**, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

**4.4 Unemployment Insurance Coverage** in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such policy or policies shall be carried without deductible, without co-insurance, and shall (a) include the AUTHORITY, and such other parties the AUTHORITY shall designate, as additional insureds, (b) be primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR's indemnity obligations, (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

## **5. CONTRACTOR RESPONSIBILITY**

**5.1** CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same.

CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the plazas or would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

5.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and

5.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, AUTHORITY, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

5.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

## **6. INDEMNITY**

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, agents, CONTRACTOR's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers,

agents or employees). CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## **7. PUBLIC RECORDS**

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

## **8. PRESS RELEASES**

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, without first notifying AUTHORITY and securing its consent in writing.

## **9. PERMITS, LICENSES, ETC.**

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

## **10. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. To the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

#### **11. NONDISCRIMINATION**

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

#### **12. NOTIFICATION of CONVICTION of CRIMES**

CONTRACTOR shall notify the AUTHORITY if any of CONTRACTOR's Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

#### **13. SUBLETTING AND ASSIGNMENT**

CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

Notwithstanding the foregoing:

13.1 CONTRACTOR may assign its rights to receive payment under this Agreement with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

13.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the AUTHORITY. Upon such event, the AUTHORITY shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of AUTHORITY, and

(ii) shall require the subcontractor to comply with all laws as may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

#### **14. DISPUTES**

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## **15. REMEDIES**

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for AUTHORITY's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property.

## **16. PREVAILING PARTY ATTORNEY'S FEES**

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to AUTHORITY, and AUTHORITY shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

## **17. OTHER SEVERABILITY**

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect

and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

## **18. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

## **19. RELATIONSHIPS**

CONTRACTOR acknowledges that no employment relationship exists between AUTHORITY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

## **20. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

## **21. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

21.1 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and



21.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

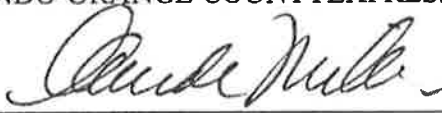
## **22. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**


22.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to AUTHORITY a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

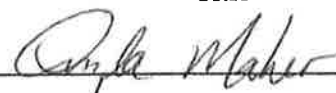
22.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By:   
Director of Procurement


JOHN BROWN AND SONS, INC.  
By:   
Signature  
Print Name: John Pudvar  
Division Manager  
Title

ATTEST:  (Seal)



Approved as to form and execution, only.

General Counsel for the AUTHORITY





**Purchasing Department**  
50 South Military Trail, Suite 110  
West Palm Beach, FL 33415-3199  
(561) 616-6800  
FAX: (561) 616-6811  
www.pbcgov.com/purchasing

**Palm Beach County  
Board of County  
Commissioners**  
  
Steven L. Abrams, Chairman  
Priscilla A. Taylor, Vice Chair  
  
Hal R. Valeche  
Paulette Burdick  
Shelley Vana  
Mary Lou Berger  
Jess R. Santamaria

**County Administrator**  
  
Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"



Form L

December 18, 2012

Mr. John Pudvar  
John Brown & Sons, Inc.  
775 23<sup>rd</sup> Ave.  
Vero Beach, FL 32967

Dear Mr. Pudvar:

RE: TERM CONTRACT #13012

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT based on:

- ☒ BID #13-012/CC (Primary Award: #25 and #32)
- ☐ RENEWAL OF CONTRACT based on SOLICITATION # \_\_\_\_\_ in accordance with all original terms, conditions, specifications and prices with no deviation.
- ☐ EXTENSION OF CONTRACT based on SOLICITATION # \_\_\_\_\_
- ☐ SOLE SOURCE CONTRACT # \_\_\_\_\_  
Vendor shall notify Purchasing immediately if the sole source status changes.
- ☐ STATE OF FLORIDA CONTRACT # \_\_\_\_\_
- ☐ OTHER: \_\_\_\_\_

The term of this contract is 01/01/13 through 12/31/14. The estimated dollar value for all awarded vendors is \$2,932,000.00.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g. CPO/DO 680 XY0303050000000001111 or CPO/DO 680 XY030305\*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo at (561) 616-6839.

Sincerely,

Kathleen M. Scarlett  
Director

c: Frank Griffiths, Environmental Resources Management  
Vernetha Green, Water Utilities  
Reid Raymond, Parks & Recreation  
File

**Board of County Commissioners**

Shelley Vana, Chair  
Steven L. Abrams, Vice Chairman  
Karen T. Marcus  
Paulette Burdick  
Burt Aaronson  
Jess R. Santamaría  
Priscilla A. Taylor



**County Administrator**

Robert Welsman

**Purchasing Department**  
[www.pbcgov.com/purchasing](http://www.pbcgov.com/purchasing)

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**BOARD OF COUNTY COMMISSIONERS  
NOTICE OF SOLICITATION  
BID #13-012/CC**

**HEAVY EQUIPMENT RENTAL, WITH OPERATOR,  
TERM CONTRACT**

**BID OPENING DATE: NOVEMBER 1, 2012 AT 2:00 P.M.**

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department (561) 616-6800.

**BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.**

Protests can be accepted only during the five (5) business day posting period.

**CAUTION**

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our website at <http://www.pbcgov.com/purchasing>. It is the vendor's sole responsibility to routinely check this website for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from the above website or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,  
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199  
(561) 616-6800 FAX: (561) 616-6811**

**BOARD OF COUNTY COMMISSIONERS**  
**Palm Beach County**  
**INVITATION FOR BID**

BID NO: 13-012/CC BID TITLE: HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT  
 PURCHASING DEPARTMENT CONTACT: COLLEEN CARDILLO, SR. BUYER TELEPHONE NO.: 561-616-6839  
 FAX NO.: 561-242-6739 EMAIL ADDRESS: ccardill@pbcgov.com

All bid responses must be received on or before November 1, 2012, prior to 2:00 p.m., Palm Beach County local time, at which time all bids shall be publicly opened and read. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

**PURPOSE AND EFFECT:** It is the purpose and intent of this Invitation to secure bids for item(s) and/or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

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

**1. GENERAL INFORMATION**

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

**2. LEGAL REQUIREMENTS**

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 872) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to 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 COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The bidder is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

- e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):** As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Invitation for Bid, the BIDDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by BIDDER, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

- f. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

- g. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- h. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- i. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

- k. **PUBLIC RECORDS:** Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret, etc) must be specifically identified as such. Upon receipt of a public records request for information the bidder has designated as a trade secret or as otherwise exempt from Section 119.07, F.S., a determination will be made whether the identified information is, in fact, confidential.

- l. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

- m. **LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

### 3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

### c. SBE BID DOCUMENT LANGUAGE

#### Item 1 - Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

**Item 8 - SBE Substitutions**

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) bidders having a permanent place of business in Palm Beach County; (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades

a. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.

b. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business, all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.

c. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation/Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation/Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder/proposer to not receive a local preference.

- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING:**

- (1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
- (2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
- (3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
- (4) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.
- (5) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
- (6) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
- (7) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." If some items are to be offered at no charge, bidders should mark those items as "no charge." Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."

- i. **ACCEPTANCE/REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.



Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

#### Item 2 - SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

#### Item 3 - Ranking of Responsive Bidders

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

- a. In evaluating competitive bids or quotes between \$1,000 and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).
- b. In evaluating bids in excess of one million dollars (\$1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

#### Item 4 - Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

#### Schedule 1 - List of Proposed SBE and M/WBE Participation

This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)

#### Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be performed, the cost and/or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

#### Item 5 - SBE Certification

Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY. It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at [www.pbcgov.org/osba](http://www.pbcgov.org/osba) to verify SBE certification.

#### Item 6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.
- b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).
- f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers/distributors that are not manufacturers.
- g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
- h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

#### Item 7 - Responsibilities After Contract Award

##### Schedule 3 - SBE-M/WBE Activity Form

This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

##### Schedule 4 - SBE-M/WBE Payment Certification

A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub in the performance of the contract.



**J. NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

**k. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

**l. PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

**m. SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract.

**n. GUA PURCHASES UNDER \$100,000:** Pursuant to Section 2-54(f)(11), Palm Beach County Code, purchases under \$100,000 made for the Glades Utility Authority "GUA" may be awarded only to those vendors located in the Glades, as defined in the Palm Beach County Code. It is the County's intent to award this solicitation to the lowest, responsive, responsible bidder located in the Glades. However, if no response is received from a vendor located in the Glades, the good or service shall be re-solicited to all vendors and awarded to the lowest, responsive, responsible bidder.

#### 4. BID OPENING/AWARD OF BID

**a. OBSERVING THE PUBLISHED BID OPENING TIME:** The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

**b. POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at [www.pbcgov.com/purchasing](http://www.pbcgov.com/purchasing) prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.

**c. PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to 561/242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing

Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

#### 5. CONTRACT ADMINISTRATION

**a. DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

**b. FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.

**c. PAYMENT:** Payment shall be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

**d. CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

**e. DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

**f. TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful

bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

- g. **ACCESS AND AUDITS:** The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL  
AUDIT REQUIREMENTS:**

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. **BUSINESS INFORMATION:**

If bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

**THIS IS THE END OF "GENERAL CONDITIONS."**

## **SPECIAL CONDITIONS**

### **8. GENERAL /SPECIAL CONDITION PRECEDENCE**

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

### **9. POST AWARD MEETING**

Within two (2) days after receipt of notification of project to be started, successful bidder shall meet with Palm Beach County Project Supervisor as listed on the delivery order (DO) to arrange meeting to discuss job procedures and scheduling.

### **10. QUALIFICATION OF BIDDERS**

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.

### **11. AWARD (ITEM-BY-ITEM)**

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an item-by-item basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity.

### **12. PRIMARY AND SECONDARY DESIGNATION**

Palm Beach County reserves the right to make multiple awards for this solicitation. In the event that this right is exercised, the lowest responsive, responsible bidder shall be designated primary awardee and the next lowest responsive, responsible bidder shall be designated secondary awardee. The primary awardee shall be given the first opportunity to perform. The secondary awardee shall be contacted only after the primary awardee has refused to perform. The primary awardee is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. The primary awardee may be found in default of this contract if it declines more than 10 % of the offered work, or if it establishes a pattern of accepting only the more desirable work and declining the less desirable work. Additionally, if during the term of the contract the primary awardee is found in default of the contract; does not agree to renew the contract; or unilaterally terminates the contract, the rights, duties, and obligations of the primary awardee shall be offered to the secondary awardee and awarded upon mutual agreement.

### **13. METHOD OF ORDERING (TERM CONTRACT)**

A contract shall be issued for a term of twenty-four (24) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

### **14. F.O.B. POINT**

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected.

### **15. RESPONSE TO SITE**

Equipment with operator shall be required to arrive on site within forty-eight (48) hours after receipt of delivery order (DO) unless a modified delivery date has been requested by the successful bidder and approved in writing by the designated County Project Supervisor in advance. On-Site / Start times SHALL be strictly adhered to without deviation. Failure of the successful bidder to perform to this requirement is sufficient cause for default and termination of the Contract.

### **16. PAYMENT**

Equipment with operator shall be available on an "as needed basis" with no guarantee by the County of the amount of use. However, any item of equipment awarded at the hourly rate which is called out for a period of less than four (4) hours, per site, shall be compensated for a minimum of four (4) hours. "Down time" and transportation to another site in Palm Beach County is not to be computed as rental time and will not be compensated for.

### **17. ESTIMATED EXPENDITURES**

The anticipated term of the contract to be awarded as a result of this bid is for twenty-four (24) months. The anticipated value during the contract term is \$1,900,000.00. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated term has not been completed.

### **18. RENEWAL OPTION**

The successful bidder shall be awarded a contract for twenty-four (24) months with the option to renew for three (3) additional twelve (12) month periods. The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

### **19. INFORMATION AND DESCRIPTIVE LITERATURE (Brand Name "or equal")**

(Items #1, #2, #3, #4, #5, #7, #8, #9, #10, #14, #15, #16, #18, #20, #21 and #26)

Unless otherwise stated in these specifications, any manufacturer's names, trade names, brand names, information or catalog numbers listed in this specification are for information and not intended to limit competition. When the phrase "or equal" is used, the bidder may offer any brand/manufacturer for which they are an authorized dealer/distributor/reseller, which meets or exceeds the specifications for any item listed in the bid. Bidder shall enter the manufacturer and manufacturer part number on the bid response page. If a bidder enters "as specified", "same as above", or any wording other than the manufacturer and model number, and does not fill in the manufacturer offered and model number offered for any item, the bid shall be rejected. Unless offering the specified manufacturers(s)/model(s), the bidder shall submit with their bid response, manufacturer cut sheets, sketches, descriptive literature and/or complete specifications for said item(s). Literature shall provide sufficient detail to verify compliance to bid specifications. The failure of the descriptive literature to show that the item(s) offered conforms to the requirements of this solicitation shall result in the rejection of the bid. Reference to literature submitted with a previous bid or literature which has been created by any entity other than the manufacturer shall not satisfy this provision. The County reserves the sole right to determine acceptance of offered item (s) as an approved equal.

## 20. INFORMATION AND DESCRIPTIVE LITERATURE

(Items #6, #11, #12, #13, #17, #19, #22, #23, #24, #25, #27, #28, #29, #30, #31, #32 and #33)

Bidder **shall** enter the manufacturer and manufacturer part number on the bid response page, if applicable. If a bidder enters "as specified", "same as above", or any wording other than the manufacturer and model number, and does not fill in the manufacturer offered and model number offered for any item, the bid shall be rejected. Additionally, the bidder **shall** submit with their bid response, manufacturer cut sheets, sketches, descriptive literature and/or complete specifications for said item(s). Literature shall provide sufficient detail to verify compliance to bid specifications. The failure of the descriptive literature to show that the item(s) offered conforms to the requirements of this solicitation shall result in the rejection of the bid. Reference to literature submitted with a previous bid or literature which has been created by any entity other than the manufacturer will not satisfy this provision. The County reserves the sole right to determine acceptance of offered item(s).

## 21. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, Attention Buyer, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to CertFocus at [www.certfocus.com](http://www.certfocus.com) or fax (561) 666-6041, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

**Commercial General Liability Insurance.** Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

**Business Auto Liability Insurance.** Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than \$500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability. If vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

**Workers' Compensation and Employer's Liability Insurance.** Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) **shall clearly confirm** that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage. Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

**SPECIFICATIONS  
BID #13-012/CC**

**HEAVY EQUIPMENT RENTAL, WITH OPERATOR,  
TERM CONTRACT**

**PURPOSE AND INTENT**

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for the rental of various heavy equipment with operators, to be used by various departments throughout Palm Beach County, as specified herein. Equipment shall be available on an "as needed basis" with no guarantee by the County of the amount of usage.

**GENERAL:**

**PALM BEACH COUNTY PROJECT SUPERVISOR:**

This contract shall be administered on the County's behalf by a designated Palm Beach County Project Supervisor for each County department, which shall have responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The Palm Beach County Project Supervisor shall serve as liaison between the Palm Beach County Purchasing Department and the successful bidder(s). All questions arising under this agreement should be addressed to the Purchasing Department.

**PROSECUTION OF THE WORK:**

The successful bidder will be required to prosecute the work uninterrupted, in such a manner, with sufficient labor and equipment so as to ensure that projects, as defined and agreed upon, are completed within the framework of this contract. Unless modified, in writing, by a designated Palm Beach County Project Supervisor, on-site/start times shall be strictly adhered to without deviation. Equipment will not be substituted without prior written approval from the designated Palm Beach County Project Supervisor. Equipment operators must be fully licensed and competent in the use of the assigned equipment. Successful bidder shall provide proof of operator's appropriate license and experience, if requested, by the Palm Beach County Project Supervisor. Failure to comply with any of these requirements is sufficient cause to terminate contract because of default by the successful bidder.

**EQUIPMENT:**

The successful bidder will be responsible for repairs and maintenance of its equipment. The equipment will be operated by the successful bidder and kept in good working condition, including, but not limited to grease, oil, parts and fuel as necessary until successful bidder is notified of removal from County property.

All equipment shall meet or exceed OSHA, ANSI and all additional state and federal safety requirements.

It shall be the successful bidder's responsibility to ensure that all equipment used shall be properly maintained in order to protect the operator and the public. Any equipment inoperable, unsafe, or improper for desired use shall be removed from the job site. Equipment supplied by the successful bidder shall be designed for, or suited to, the task for which it is to be used.

The Palm Beach County Project Supervisor shall have the right to inspect and request the removal of equipment that, in their opinion, is unsafe for use, in order to protect the public, and job sites from damage. Any equipment which is inoperable shall be removed from the job site immediately. Failure of the successful bidder to remove defective equipment may result in the termination of this contract. Under no circumstances, shall any equipment belonging to the successful bidder be left on the job site for longer than the end of the project. Palm Beach County will not be responsible for any equipment left on its premises.

**EMPLOYEES:**

Persons employed by the successful bidder in the performance of services pursuant to this bid award shall be not less than eighteen (18) years of age. Said employees shall not be considered employees of the County, shall be independent thereof and shall have no claim against the County as to pension, workers compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by Palm Beach County. Said employees



shall conduct themselves in a professional manner at all times while at the work site. Any conduct deemed inappropriate by the designated Palm Beach County Project Supervisor, such as offensive gestures, mannerisms, or language, shall serve as a basis for immediate removal from the work site.

Personnel employed either directly or indirectly by the successful bidder that are deemed to be incompetent, inept or unfit to perform the work in the opinion of the designated Palm Beach County Project Supervisor shall be promptly removed from the work under this Contract and such person shall not again be employed on the project. Failure of the successful bidder to remove incompetent personnel may result in the termination of this contract. Duly appointed representatives may be utilized under this contract, to observe personnel employed and the general performance of the contract. The designated Palm Beach County Project Supervisor will not be authorized to revoke, alter, enlarge or relax the conditions of these specifications.

**ATTIRE:**

Successful bidder shall provide and ensure the wearing of safety and protective clothing, masks, eye protection, etc., as required by laws, regulations, ordinances, and/or manufacturer's instructions for equipment. Successful bidder employees shall be in company uniform during the performance of contract duties.

**RESPONSE TIME:**

Successful bidder's designated supervisor shall respond to all calls within one (1) hour of notification by the designated Palm Beach County Project Supervisor, Monday through Friday, 7:00 a.m. – 5:00 p.m.

**SUSPENSION OF THE WORK:**

The designated Palm Beach County Project Supervisor shall have the authority to suspend the work for the following reasons: (a) default of the successful bidder; (b) unfavorable weather conditions; c) mechanical failure of loading, hauling, digging or spreading equipment being used in the prosecution, both of the work under this contract and the work being done by County forces adjunctive thereto; (d) or any other condition which, in the judgment of the designated Palm Beach County Project Supervisor makes it impractical to secure first-class results.

**BASE RATE:**

**Hourly Rate**

Compensation shall be paid at the "base" hourly rate (equipment with operator) for actual time worked, 24 hours a day, 365 days per year. Equipment which remains on site, without operator, for the convenience of the successful bidder will not be compensated. The County will not be charged for mobilization, demobilization, transportation, fuel, or any other incidental expense related to the performance of this contract. All costs to be charged to the County for the performance of this contract must be included in the "base" hourly rate offered by the bidder.

Projects started prior to the termination of this contract will be allowed an additional thirty (30) days for completion.

The Palm Beach County Project Supervisor or designee shall review and approve successful bidder's "Daily Billing Ticket" to verify actual hours worked by the piece of equipment with operator.

**PAYMENT:**

Invoices for payment will be submitted on a monthly basis for the duration of the contract. Payment will be made by the County after services have been received, accepted and properly invoiced.

**SERVICE TICKETS:**

Each service ticket will verify the piece of equipment with operator to be rented. The Palm Beach County Project Supervisor or designee shall review and approve successful bidder's "Billing Ticket" to verify.

**NON-PERFORMANCE OF SERVICES:** Successful bidder's non-performance shall be considered to have occurred when services in an area were not performed in accordance with the terms, conditions, and specifications of this solicitation.

In the event of non-performance by the successful bidder, the Palm Beach County Project Supervisor shall have the right, with concurrence from the Purchasing Department, to remedy by the following method:

1. The County shall notify the successful bidder (via telephone) of non-performance and allow the successful bidder to correct such item(s) of non-performance. Corrective action for non-performance must be approved and completed within twenty-four (24) hours of notification by the successful bidder. The County shall make no monetary deductions if corrective actions are taken within twenty-four (24) hours of notification. If successful bidder does not correct non-performance within the twenty-four (24) hours, a vendor performance report may be issued and/or a meeting may be scheduled with all parties. A vendor performance report may be issued in instances where repetitive non-performance incidents are occurring and/or non-performance has not been corrected in the allocated time frame.
2. A report of non-performance will be forwarded to the Purchasing Department for appropriate action. If necessary, a meeting will be set up between the parties to reinforce the requirements of the contract in order to avoid repeat non-performance.

The County may correct the item of non-performance by any means it deems necessary. Direct cost incurred by the County for the correction shall be deducted from payments made to the successful bidder.

The County shall make no monetary deductions if corrective actions are taken within twenty-four (24) hours of notification.

If the successful bidder has been determined to be non-compliant to any of the terms, conditions, and specifications as stated in the contract, the Director of Purchasing may find the successful bidder in default.



**BID RESPONSE  
BID #13-012/CC**

**HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT**

| ITEM NO. | DESCRIPTION  | HOURLY RENTAL RATE W/OPERATOR |
|----------|--|-------------------------------|
| 1.       | Tractor Bulldozer, 70-80 HP, Caterpillar D3K, or equal<br><br>Make offered: _____<br><br>Model offered: _____  | \$ _____                      |
| 2.       | Tractor Bulldozer, 115-125 HP, Caterpillar D-5N, or equal<br><br>Make offered: _____<br><br>Model offered: _____   | \$ _____                      |
| 3.       | Tractor Bulldozer, 230-240 HP, Caterpillar D-7E, or equal<br><br>Make offered: _____<br><br>Model offered: _____   | \$ _____                      |
| 4.       | Tractor Bulldozer, 300-350 HP, 75-90K lb. operating weight, Caterpillar D8 or Allis Chalmers HD21, or equal<br><br>Make offered: _____<br><br>Model offered: _____   | \$ _____                      |
| 5.       | Tractor Bulldozer, 300-350 HP, 75-90K lb. operating weight, Caterpillar D8 or Allis Chalmers HD21, or equal, with rake, 3 tines of 42" or more in length and spaced 36" or less apart<br><br>Make offered: _____<br><br>Model offered: _____ | \$ _____                      |
| 6.       | Truck Crane, 3/4 cu. yd. capacity<br><br>Make offered: _____<br><br>Model offered: _____   | \$ _____                      |
| 7.       | Truck Crane, 26 ton capacity, hydraulic maximum lift 52,850 lb., boom length 31-103 ft., outriggers 157 ft., Altec AC 26-103S, or equal<br><br>Make offered: _____<br><br>Model offered: _____   | \$ _____                      |
| 8.       | Truck Crane, 38 ton capacity, hydraulic maximum lift 76,000 lb., boom length 31-127 ft., outriggers 192 ft., Altec AC 38-127S, or equal<br><br>Make offered: _____<br><br>Model offered: _____   | \$ _____                      |

Continued....

FIRM NAME: \_\_\_\_\_

**BID RESPONSE  
BID #13-012/CC**

**HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT**

| ITEM NO. | DESCRIPTION   | HOURLY RENTAL RATE W/OPERATOR |
|----------|---|-------------------------------|
| 9.       | Friction Lattice Boom Crane, 40 ton, American 4460 or Linkbelt, or equal<br>Make offered: _____<br>Model offered: _____                                 | \$ _____                      |
| 10.      | Friction Lattice Boom Crane, 60 ton, American 5510, or equal<br>Make offered: _____<br>Model offered: _____   | \$ _____                      |
| 11.      | Truck, 45 foot flatbed trailer with tractor<br>Make offered: _____<br>Model offered: _____  | \$ _____                      |
| 12.      | Truck, 45 foot flatbed trailer with tree bar and tractor<br>Make offered: _____<br>Model offered: _____   | \$ _____                      |
| 13.      | Dragline Excavator, 4 ½ cu. yd. capacity<br>Make offered: _____<br>Model offered: _____   | \$ _____                      |
| 14.      | Front End Loader, 135HP, minimum 3 cu. yd. capacity, Case 621-D, or equal<br>Make offered: _____<br>Model offered: _____                                | \$ _____                      |
| 15.      | Front End Loader, 250-275HP, minimum 5 yd. capacity, John Deere 744 or Case 921, or equal<br>Make offered: _____<br>Model offered: _____                | \$ _____                      |
| 16.      | Front End Loader, 250-275HP, minimum 5yd. capacity, with root rake, John Deere 744 or Case 921, or equal<br>Make offered: _____<br>Model offered: _____ | \$ _____                      |

Continued....

FIRM NAME: \_\_\_\_\_

**BID RESPONSE  
 BID #13-012/CC**

**HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT**

| ITEM NO. | DESCRIPTION  | HOURLY RENTAL RATE W/OPERATOR |
|----------|--|-------------------------------|
| 17.      | Loader, front end with tree spade, minimum 200HP, 80 to 90 inch<br><br>Make offered: _____<br><br>Model offered: _____   | \$ _____                      |
| 18.      | Combination Backhoe/Loader, 1 cu. yd. capacity, 4 wheel drive, John Deere 310 or Case 580, or equal<br><br>Make offered: _____<br><br>Model offered: _____   | \$ _____                      |
| 19.      | Crawler Tractor Hydraulic Backhoe, 3/4 cu. yd. capacity, track width: 30"; length: 11"; maximum weight: 30,000 lbs.; minimum lifting capacity: 2,500 lbs., shall operate off mats<br><br>Make offered: _____<br><br>Model offered: _____ | \$ _____                      |
| 20.      | "TRACK TYPE" Backhoe, 45-48K lbs. 1.5 cu. yd. capacity, John Deere 200LC or Case CX210, or equal<br><br>Make offered: _____<br><br>Model offered: _____  | \$ _____                      |
| 21.      | "TRACK TYPE" Backhoe, 72-80K lb. 3 cu. yd. capacity, John Deere 330LC or Case CX330, or equal<br><br>Make offered: _____<br><br>Model offered: _____   | \$ _____                      |
| 22.      | Water Truck with spray hose, 2000 gal. capacity for watering trees<br><br>Make offered: _____<br><br>Model offered: _____  | \$ _____                      |
| 23.      | Tri-axle Dump Truck, 18 cu. yd.<br><br>Make offered: _____<br><br>Model offered: _____   | \$ _____                      |
| 24.      | Tractor, minimum 70HP, with 6' box blade for grading<br><br>Make offered: _____<br><br>Model offered: _____  | \$ _____                      |

Continued....

FIRM NAME: \_\_\_\_\_

**BID RESPONSE  
BID #13-012/CC**

**HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT**

| ITEM NO. | DESCRIPTION   | HOURLY RENTAL RATE W/OPERATOR |
|----------|---|-------------------------------|
| 25.      | Hydraulic Excavator, minimum 175HP, with independently powered rotating drum type mulcher<br><br>Make offered: _____<br><br>Model offered: _____  | \$ _____                      |
| 26.      | Tub Grinder, Diamond Z Model #1463, or equal<br><br>Make offered: _____<br><br>Model offered: _____   | \$ _____                      |
| 27.      | Articulated Off-Road Dump Truck, 4WD, 25 ton minimum bed capacity<br><br>Make offered: _____<br><br>Model offered: _____  | \$ _____                      |
| 28.      | Articulated Off-Road Dump Truck, 6WD, 40 ton minimum bed capacity with tailgate<br>Make offered: _____<br><br>Model offered: _____  | \$ _____                      |
| 29.      | Heavy Duty Loader, or equivalent, with drum shredder head attachment, minimum 300 horsepower, minimum 6-foot cutting head width, not to exceed 42,000 lbs. total weight<br><br>Make offered: _____<br><br>Model offered: _____                  | \$ _____                      |
| 30.      | Medium Duty Loader, or equivalent, with drum shredder head attachment, minimum 225 horsepower, minimum 6-foot cutting head width, not to exceed 35,000 lbs. total weight<br>Make offered: _____<br><br>Model offered: _____                     | \$ _____                      |
| 31.      | Medium/Light duty skid steer Loader or equivalent, with drum shredder head attachment, minimum 130 horsepower, minimum 4-foot cutting head width, not to exceed 15,000 lbs. total weight<br><br>Make offered: _____<br><br>Model offered: _____ | \$ _____                      |
| 32.      | Light duty tracked Loader or equivalent, with drum shredder head attachment, maximum 100 horsepower, minimum 5-foot cutting head width, not to exceed 12,000 lbs. total weight<br><br>Make offered: _____<br><br>Model offered: _____           | \$ _____                      |

Continued....

FIRM NAME: \_\_\_\_\_

**BID RESPONSE  
BID #13-012/CC**

**HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT**

| ITEM NO. | DESCRIPTION  | HOURLY RENTAL RATE                                     |
|----------|--|--|
| 33.      | Hydraulic Submersible Pump, 6 inch, with 200 foot discharge (deliver/unload/pickup) (equipment rental only)<br><br>Make offered: _____<br><br>Model offered: _____ | \$ _____<br>(equipment only –<br>no operator required) |

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is Qualification of Bidders Information included, per Term and Condition #10? YES \_\_\_\_\_ < INITIAL

Is Information and Descriptive Literature Included, per Terms & Conditions #19 & #20? YES \_\_\_\_\_ < INITIAL

**\* PLEASE AFFIX SIGNATURE WHERE INDICATED  
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

|  |                             |                 |
|--|-----------------------------|-----------------|
| FIRM NAME: (Enter the entire legal name of the bidding entity) |                             | DATE:           |
| * SIGNATURE: _____   | PRINT NAME:<br>PRINT TITLE: |                 |
| ADDRESS: _____   |                             |                 |
| CITY / STATE: _____  |                             | ZIP CODE: _____ |
| TELEPHONE # (     )  | E-MAIL:                     |                 |
| TOLL FREE # (     )  | FAX #: (     )              |                 |
| APPLICABLE LICENSE(S)<br>NUMBER # _____ TYPE: _____            |                             |                 |
| FEDERAL ID # _____   |                             |                 |

**QUALIFICATIONS OF BIDDERS  
REFERENCES FOR SOLICITATION #13-012/CC**

List references in accordance with qualifications of bidder, when applicable.

CUSTOMER NAME: \_\_\_\_\_  
(PLEASE PRINT OR TYPE)

ADDRESS: \_\_\_\_\_  
(PLEASE PRINT OR TYPE)

PHONE NUMBER: ( ) \_\_\_\_\_ FAX NUMBER: ( ) \_\_\_\_\_ E-MAIL: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_  
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: \_\_\_\_\_  
(PLEASE PRINT OR TYPE)

START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_  
(PLEASE PRINT OR TYPE)

ADDRESS: \_\_\_\_\_  
(PLEASE PRINT OR TYPE)

PHONE NUMBER: ( ) \_\_\_\_\_ FAX NUMBER: ( ) \_\_\_\_\_ E-MAIL: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_  
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: \_\_\_\_\_  
(PLEASE PRINT OR TYPE)

START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_  
(PLEASE PRINT OR TYPE)

ADDRESS: \_\_\_\_\_  
(PLEASE PRINT OR TYPE)

PHONE NUMBER: ( ) \_\_\_\_\_ FAX NUMBER: ( ) \_\_\_\_\_ E-MAIL: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_  
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: \_\_\_\_\_  
(PLEASE PRINT OR TYPE)

START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

**STATEMENT OF NO BID  
BID #13-012/CC**

**HEAVY EQUIPMENT RENTAL, WITH OPERATOR,  
TERM CONTRACT**

If you are not bidding on this service/commodity, please complete and return this form to: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

WE, the undersigned have declined to bid due to the following reason(s):

- \_\_\_\_\_ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
- \_\_\_\_\_ Insufficient time to respond to the Invitation for Bid
- \_\_\_\_\_ We do not offer this product or an equivalent
- \_\_\_\_\_ Our product schedule would not permit us to perform
- \_\_\_\_\_ Unable to meet specifications
- \_\_\_\_\_ Unable to meet bond requirements
- \_\_\_\_\_ Specifications unclear (explain below)
- \_\_\_\_\_ Other (specify below)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION OF BUSINESS LOCATION  
BID #13-012/CC**

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) bidders/proposers having a permanent place of business in Palm Beach County ("County"); (2) bidders/proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades; and (3) bidders/proposers having a permanent place of business in the County (non-Glades business) who utilize Glades subcontractors for construction projects in the Glades. To receive a local preference, bidders/proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation that meets or exceeds the mandatory bid/proposal amount. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder/proposer to provide the goods/services to be purchased, and will be used to verify that the bidder/proposer had a permanent place of business prior to the issuance of the solicitation. The bidder/proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder/proposer to not receive a local preference.

In instances where the bidder/proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder/proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder/proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders/proposers for additional information related to this requirement after the bid/proposal due date.

**I. Bidder/Proposer is a:**

\_\_\_\_\_ **Local Business:** A local business has a permanent place of business in Palm Beach County.

(Please Indicate):

\_\_\_\_\_ Headquarters located in Palm Beach County  
 \_\_\_\_\_ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

\_\_\_\_\_ **Glades Business:** A Glades business has a permanent place of business in the Glades.

(Please Indicate):

\_\_\_\_\_ Headquarters located in the Glades  
 \_\_\_\_\_ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

**II. The attached copy of bidder's/proposer's County Business Tax Receipt verifies bidder's/proposer's permanent place of business.**

THIS CERTIFICATION is submitted by \_\_\_\_\_, as  
 (Name of Individual)

\_\_\_\_\_, of \_\_\_\_\_  
 (Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder/proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder/proposer.

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)



**DRUG-FREE WORKPLACE CERTIFICATION  
BID #13-012/CC**

**IDENTICAL TIE BIDS/PROPOSALS** - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by \_\_\_\_\_ the  
(Individual's Name)  
\_\_\_\_\_ of \_\_\_\_\_  
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SCHEDULE 1**  
**LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: \_\_\_\_\_

PROJECT NO. OR BID NO.: \_\_\_\_\_

NAME OF PRIME BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

USER DEPARTMENT: \_\_\_\_\_

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

| Name, Address and Phone Number | (Check one or both Categories) |                          | DOLLAR AMOUNT OR PERCENTAGE OF WORK |          |       |           |                           |
|--------------------------------|--------------------------------|--------------------------|-------------------------------------|----------|-------|-----------|---------------------------|
|                                | M/WBE<br>Minority<br>Business  | SBE<br>Small<br>Business | Black                               | Hispanic | Women | Caucasian | Other (Please<br>Specify) |
| 1.                             | <input type="checkbox"/>       | <input type="checkbox"/> | _____                               | _____    | _____ | _____     | _____                     |
| 2.                             | <input type="checkbox"/>       | <input type="checkbox"/> | _____                               | _____    | _____ | _____     | _____                     |
| 3.                             | <input type="checkbox"/>       | <input type="checkbox"/> | _____                               | _____    | _____ | _____     | _____                     |
| 4.                             | <input type="checkbox"/>       | <input type="checkbox"/> | _____                               | _____    | _____ | _____     | _____                     |
| 5.                             | <input type="checkbox"/>       | <input type="checkbox"/> | _____                               | _____    | _____ | _____     | _____                     |

(Please use additional sheets if necessary)

Total

Total Bid Price \$ \_\_\_\_\_

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work \_\_\_\_\_

I hereby certify that the above information accurate to the best of my knowledge: \_\_\_\_\_

Signature and Title

Note:

1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

**OSBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

TO: \_\_\_\_\_

(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise \_\_\_\_\_ Minority Business Enterprise \_\_\_\_\_

Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: \_\_\_\_\_

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

| Line Item/<br>Lot No. | Item Description | Qty/Units | Unit Price | Total Price/<br>Percentage |
|-----------------------|------------------|-----------|------------|----------------------------|
|                       |                  |           |            |                            |
|                       |                  |           |            |                            |
|                       |                  |           |            |                            |
|                       |                  |           |            |                            |
|                       |                  |           |            |                            |
|                       |                  |           |            |                            |
|                       |                  |           |            |                            |

at the following price or percentage

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage \_\_\_\_\_ / \_\_\_\_\_  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

\_\_\_\_\_  
Print name of Prime Contractor

\_\_\_\_\_  
Print name of SBE-M/WBE Subcontractor

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name/title of person executing on behalf  
Prime Contractor

\_\_\_\_\_  
Print name/title of person executing on behalf  
of SBE-M/WBE Subcontractor

**OSBA SCHEDULE 3  
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING \_\_\_\_\_ PROJECT#: \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

PRIME CONTRACTOR NAME \_\_\_\_\_

PROJECT SUPERVISOR \_\_\_\_\_

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

| SBE-M/WBE SUBCONTRACTING INFORMATION |                                 |                        |                                   |  |  |   |                      | SBE-M/WBE Category (check all applicable) |                    |       |          |       |           |                        |
|--------------------------------------|---------------------------------|------------------------|-----------------------------------|--|--|---|----------------------|---|--------------------|-------|----------|-------|-----------|------------------------|
| Name of SBE-M/WBE Subcontractor      | SBE-M/WBE Total Contract Amount | Approved Change Orders | Revised SBE-M/WBE Contract Amount | Amount drawn for SBE-M/WBE Sub This Period | Amount drawn for SBE-M/WBE Sub to Date | Amount Paid to Date for SBE-M/WBE Subcontractor | Actual Starting Date | Minority Business (✓)                     | Small Business (✓) | Black | Hispanic | Women | Caucasian | Other (Please Specify) |
|                                      |                                 |                        |                                   |  |  |   |                      |   |                    |       |          |       |           |                        |
|                                      |                                 |                        |                                   |  |  |   |                      |   |                    |       |          |       |           |                        |
|                                      |                                 |                        |                                   |  |  |   |                      |   |                    |       |          |       |           |                        |
|                                      |                                 |                        |                                   |  |  |   |                      |   |                    |       |          |       |           |                        |
|                                      |                                 |                        |                                   |  |  |   |                      |   |                    |       |          |       |           |                        |
|                                      |                                 |                        |                                   |  |  |   |                      |   |                    |       |          |       |           |                        |
|                                      |                                 |                        |                                   |  |  |   |                      |   |                    |       |          |       |           |                        |

I hereby certify that the above information is true to the best of my knowledge \_\_\_\_\_  
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

**NOTE:** Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2011

## OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that \_\_\_\_\_ received  
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ \_\_\_\_\_

On \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ from \_\_\_\_\_  
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on \_\_\_\_\_ / \_\_\_\_\_  
(Project Name) (Work Order)

DEPT.: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_

PRIME CONTRACTOR VENDOR CODE: \_\_\_\_\_

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: \_\_\_\_\_

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

\*Subcontractor Name: \_\_\_\_\_ Amount to be paid: \_\_\_\_\_

\*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

By: \_\_\_\_\_  
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

PALM BEACH COUNTY PURCHASING DEPARTMENT  
MASTER AGREEMENT COMMODITY LINES BY VENDOR REPORT

(MACOMMLINE)

CMA 680 13012

HEAVY EQUIPMENT RENTAL W/OPERATOR, PRIMARY (COUNTYWIDE)

START DATE: 01-01-13 END DATE: 12-31-14

BUYER: Colleen Cardillo

PHONE: 561-616-6839

| COMM<br>LINE#  | COMM<br>CODE | CL DESCR / COMMODITY SPECIFICATIONS   | UNIT OF<br>MEASURE | UNIT<br>PRICE | DISC<br>% | VENDOR CODE  | VENDOR LEGAL NAME              |
|--|--------------|---|--------------------|---------------|-----------|--------------|--------------------------------|
| VENDOR LINE# 3 RIO-BAK CORPORATION RIOB0001            |              |   |                    |               |           |              |                                |
| 5  | 97566        | Item #24 - Tractor, minimum 70HP, w/6' box blade for grading<br>John Deere 5520   | HR                 | 50.00         | 0.00      | RIOB0001     | RIO-BAK CORPORATION            |
| 6  | 97566        | Item #26 - Tub Grinder<br>Diamond Z #1463   | HR                 | 275.00        | 0.00      | RIOB0001     | RIO-BAK CORPORATION            |
| 7  | 97566        | Item #33 - Hydraulic Submersible Pump, 6" w/200'<br>discharge (delivery/unload/pickup)(Equipment rental only)   | HR                 | 42.00         | 0.00      | RIOB0001     | RIO-BAK CORPORATION            |
| VENDOR LINE# 4 Palmwood Corporation, Inc PALM0103      |              |   |                    |               |           |              |                                |
| 1  | 97566        | Item #6 - Truck Crane, 3/4 cu yd capacity<br>Northwest, American (models 30T, 41, 4460 or 4210)   | HR                 | 125.00        | 0.00      | PALM0103     | Palmwood Corporation, Inc      |
| 2  | 97566        | Item #9 - Friction Lattice Boom Crane, 40 Ton<br>American 4460 or Linkbelt LS108  | HR                 | 140.00        | 0.00      | PALM0103     | Palmwood Corporation, Inc      |
| VENDOR LINE# 5 JOHN BROWN & SONS, INC. JOHN0198        |              |   |                    |               |           |              |                                |
| 1  | 97566        | Item #25 - Hydraulic Excavator, min 175HP, with<br>independently powered rotating drum type mulcher; Caterpillar 315C or Brown<br>Brontosaurus Excavator w/mower  | HR                 | 162.50        | 0.00      | JOHN0198     | JOHN BROWN & SONS, INC.        |
| 2  | 97566        | Item #32 - Light Duty Track Loader w/drum shredder head<br>attachment, max 100 HP, Min 5' cutting head width, not to exceed 12,000 lbs.;<br>Brown Brontosaurus or Caterpillar 299L Track Loader   | HR                 | 100.00        | 0.00      | JOHN0198     | JOHN BROWN & SONS, INC.        |
| VENDOR LINE# 6 Devland Site Inc. VC0000124684          |              |   |                    |               |           |              |                                |
| 1  | 97566        | Item #1 - Tractor Bulldozer, 70-80 HP<br>Komatsu D41  | HR                 | 58.50         | 0.00      | VC0000124684 | Devland Site Inc.              |
| 2  | 97566        | Item #2 - Tractor Bulldozer, 115-125 HP<br>Komatsu D51  | HR                 | 65.00         | 0.00      | VC0000124684 | Devland Site Inc.              |
| VENDOR LINE# 7 Aquatic Plant Management, Inc. AQUA0029 |              |   |                    |               |           |              |                                |
| 1  | 97566        | Item #29 - Heavy Duty Loader, w/drum shredder head<br>attachment, min 300 HP, min 6' cutting head width, not to exceed 42,000 lbs.; Barko<br>930 w/Fecon Bullhog Mulcher  | HR                 | 350.00        | 0.00      | AQUA0029     | Aquatic Plant Management, Inc. |
| 2  | 97566        | Item #30 - Medium Duty Loader, w/drum shredder head<br>attachment, min 225 HP, min 6' cutting head width, not to exceed 35,000 lbs.; John<br>Deere 643D w/Seppi Mulcher & 300 HP  | HR                 | 250.00        | 0.00      | AQUA0029     | Aquatic Plant Management, Inc. |
| 3  | 97566        | Item #31 - Medium/Light Duty Skid Steer Loader, w/drum<br>shredder head attachment, min 130 HP, min 4' cutting head width, not to exceed<br>15,000 lbs.; Slipertrack/Cat, SK-120, Rubbertrack w/boom, spade, bucket forks,<br>fecon bullhog | HR                 | 150.00        | 0.00      | AQUA0029     | Aquatic Plant Management, Inc. |

BID RE-CAP SHEET

Form I

|                         |  |
|-------------------------|--|
| BID #: 13-012/CC        | TITLE: HEAVY EQUIPMENT RENTAL WITH OPERATOR, TERM CONTRACT |
| BUYER: COLLEEN CARDILLO |  |

| ACTION  | DATE     | INITIALS | ACTION                      | DATE | INITIALS |
|---|----------|----------|-----------------------------|------|----------|
| BID OPENED                                      | 11/01/12 | NG/CP    | BID POSTED IN PURCHASING    |      |          |
| POSTING APPROVED                                |          |          | POSTING REMOVED             |      |          |
| COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET |          |          | COPY TO OSBA AND DEPARTMENT |      |          |

KEY(S) FOR RECOMMENDATION: (PLEASE NOTE YOUR RECOMMENDATION BELOW)

- (1) RECOMMENDED AWARD - LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS
- (2) NO AWARD, RESPONSIVE AND RESPONSIBLE, BUT NOT LOWEST BIDDER MEETING SPECIFICATIONS
- (3) NO AWARD, NOT RESPONSIVE AND/OR RESPONSIBLE TO BID
- (4) NOT TECHNICALLY EVALUATED / IN EXCESS OF DEPARTMENTS FUNDING LIMITS

PREFERENCE CODES:

- "GLP" = GLADES LOCAL PREFERENCE (5%) See term 3.d of the referenced bid  
 ALP = LOCAL PREFERENCE (5%) See term 3.d of the referenced bid  
 ASBE = SBE RANKING (10%)\*  
 AND LP = MARTIN CO. - NO ALP APPLIED

Item #1 - Tractor Bulldozer, 70-80 HP

STEP 1

| LIST BIDDERS FROM LOWEST TO HIGHEST | TOTAL OFFER AS BID | IF PREFERENCE NOTE: ALP, "GLP" AND/OR ASBE |
|-------------------------------------|--------------------|--|
| DEVLAND SITE, INC.                  | \$ 58.50           | LP   |
| EASTMAN AGGREGATE ENTERPRISES, LLC  | \$ 65.00*          | SBE  |
| RIO-BAK CORPORATION                 | \$ 65.00*          | SBE  |
| PALMWOOD CORPORATION, INC.          | \$ 75.00           | SBE  |
| TREECYCLE LAND CLEARING, INC.       | \$ 80.00           | SBE  |
| AQUATIC PLANT MANAGEMENT, INC.      | \$124.75           | LP   |
| RAM-TECH CONSTRUCTION, INC.         | \$187.25           |  |

STEP 2

| LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED | OFFER AFTER PREFERENCE HAS BEEN APPLIED | IF PREFERENCE NOTE: ALP, "GLP" AND/OR ASBE | AWARD RECOMMENDATION A KEY ONLY (SEE ABOVE) |
|--|---|--|---|
| DEVLAND SITE, INC.                             | \$ 58.50                                | LP   | ( 1 ) P                                     |
| EASTMAN AGGREGATE ENTERPRISES, LLC             | \$ 65.00                                | SBE  | ( 1 ) S                                     |
| RIO-BAK CORPORATION                            | \$ 65.00                                | SBE  | ( 2 )                                       |
| PALMWOOD CORPORATION, INC.                     | \$ 75.00                                | SBE  | ( 4 )                                       |
| TREECYCLE LAND CLEARING, INC.                  | \$ 80.00                                | SBE  | ( 4 )                                       |
| AQUATIC PLANT MANAGEMENT, INC.                 | \$124.75                                | LP   | ( 4 )                                       |
| RAM-TECH CONSTRUCTION, INC.                    | \$187.25                                |  | ( 4 )                                       |

Item #23 – Tri-Axle Dump Truck, 18 cu. yd.

STEP 1

| LIST BIDDERS FROM<br>LOWEST TO HIGHEST | TOTAL OFFER<br>AS BID | IF PREFERENCE<br>NOTE: ALP=,<br>"GLP" AND/OR<br>ASBE= |
|--|-----------------------|---|
| RIO-BAK CORPORATION                    | \$ 55.00*             | SBE   |
| EASTMAN AGGREGATE<br>ENTERPRISES, LLC  | \$ 55.00*             | SBE   |
| DEVLAND SITE, INC.                     | \$ 55.00              | LP  |
| AUSTIN TUPLER TRUCKING,<br>INC.        | \$ 65.00              | SBE   |
| PALMWOOD CORPORATION,<br>INC.          | \$ 85.00              | SBE   |
| RAM-TECH CONSTRUCTION,<br>INC.         | \$106.25              |   |
| AQUATIC PLANT<br>MANAGEMENT, INC.      | \$124.75              |   |

STEP 2

| LIST BIDDERS<br>AFTER<br>PREFERENCE HAS<br>BEEN APPLIED | OFFER AFTER<br>PREFERENCE<br>HAS BEEN<br>APPLIED | IF PREFERENCE<br>NOTE: ALP=,<br>"GLP"<br>AND/OR ASBE= | AWARD<br>RECOMMENDATION<br>AKEY= ONLY<br>(SEE ABOVE) |
|---|--|---|--|
| RIO-BAK CORPORATION                                     | \$ 55.00   | SBE   | ( 1 ) P  |
| EASTMAN AGGREGATE<br>ENTERPRISES, LLC                   | \$ 55.00   | SBE   | ( 1 ) S  |
| DEVLAND SITE, INC.                                      | \$ 55.00   | LP  | ( 2 )  |
| AUSTIN TUPLER TRUCKING,<br>INC.                         | \$ 65.00   | SBE   | ( 4 )  |
| PALMWOOD CORPORATION,<br>INC.                           | \$ 85.00   | SBE   | ( 4 )  |
| RAM-TECH CONSTRUCTION,<br>INC.                          | \$106.25   |   | ( 4 )  |
| AQUATIC PLANT<br>MANAGEMENT, INC.                       | \$124.75   |   | ( 4 )  |

Item #24 – Tractor, minimum 70 HP

STEP 1

| LIST BIDDERS FROM<br>LOWEST TO HIGHEST | TOTAL OFFER<br>AS BID | IF PREFERENCE<br>NOTE: ALP=,<br>"GLP" AND/OR<br>ASBE= |
|--|-----------------------|---|
| RIO-BAK CORPORATION                    | \$ 50.00              | SBE   |
| DEVLAND SITE, INC.                     | \$ 52.00              | LP  |
| AQUATIC PLANT<br>MANAGEMENT, INC.      | \$124.75              |   |

STEP 2

| LIST BIDDERS<br>AFTER<br>PREFERENCE HAS<br>BEEN APPLIED | OFFER AFTER<br>PREFERENCE<br>HAS BEEN<br>APPLIED | IF PREFERENCE<br>NOTE: ALP=,<br>"GLP"<br>AND/OR ASBE= | AWARD<br>RECOMMENDATION<br>AKEY= ONLY<br>(SEE ABOVE) |
|---|--|---|--|
| RIO-BAK CORPORATION                                     | \$ 50.00   | SBE   | ( 1 ) P  |
| DEVLAND SITE, INC.                                      | \$ 52.00   | LP  | ( 1 ) S  |
| AQUATIC PLANT<br>MANAGEMENT, INC.                       | \$124.75   |   | ( 2 )  |

Item #25 – Hydraulic Excavator, minimum 175 HP



**STEP 1**

| LIST BIDDERS FROM<br>LOWEST TO HIGHEST | TOTAL OFFER<br>AS BID | IF PREFERENCE<br>NOTE: ALP=,<br>"GLP" AND/OR<br>ASBE= |
|--|-----------------------|---|
| JOHN BROWN AND SONS, INC.              | \$162.50              |   |

**STEP 2**

| LIST BIDDERS<br>AFTER<br>PREFERENCE HAS<br>BEEN APPLIED | OFFER AFTER<br>PREFERENCE<br>HAS BEEN<br>APPLIED | IF PREFERENCE<br>NOTE: ALP=,<br>"GLP"<br>AND/OR ASBE= | AWARD<br>RECOMMENDATION<br>AKEY= ONLY<br>(SEE ABOVE) |
|---|--|---|--|
|   | \$   |   | ( 1 ) P  |

Item #26 – Tub Grinder

**STEP 1**

| LIST BIDDERS FROM<br>LOWEST TO HIGHEST | TOTAL OFFER<br>AS BID | IF PREFERENCE<br>NOTE: ALP=,<br>"GLP" AND/OR<br>ASBE= |
|--|-----------------------|---|
| RIO-BAK CORPORATION                    | \$275.00              | SBE   |
| TREECYCLE LAND CLEARING,<br>INC.       | \$310.00              | SBE   |

**STEP 2**

| LIST BIDDERS<br>AFTER<br>PREFERENCE HAS<br>BEEN APPLIED | OFFER AFTER<br>PREFERENCE<br>HAS BEEN<br>APPLIED | IF PREFERENCE<br>NOTE: ALP=,<br>"GLP"<br>AND/OR ASBE= | AWARD<br>RECOMMENDATION<br>AKEY= ONLY<br>(SEE ABOVE) |
|---|--|---|--|
| RIO-BAK CORPORATION                                     | \$275.00   | SBE   | ( 1 ) P  |
| TREECYCLE LAND CLEARING,<br>INC.                        | \$310.00   | SBE   | ( 1 ) S  |

Item #27 – Articulated Off-Road Dump Truck, 4WD

**STEP 1**

| LIST BIDDERS FROM<br>LOWEST TO HIGHEST | TOTAL OFFER<br>AS BID | IF PREFERENCE<br>NOTE: ALP=,<br>"GLP" AND/OR<br>ASBE= |
|--|-----------------------|---|
| EASTMAN AGGREGATE<br>ENTERPRISES, LLC  | \$ 90.00              | SBE   |
| RIO-BAK CORPORATION                    | \$ 95.00              | SBE   |
| TREECYCLE LAND CLEARING,<br>INC.       | \$105.00              | SBE   |

**STEP 2**

| LIST BIDDERS<br>AFTER<br>PREFERENCE HAS<br>BEEN APPLIED | OFFER AFTER<br>PREFERENCE<br>HAS BEEN<br>APPLIED | IF PREFERENCE<br>NOTE: ALP=,<br>"GLP"<br>AND/OR ASBE= | AWARD<br>RECOMMENDATION<br>AKEY= ONLY<br>(SEE ABOVE) |
|---|--|---|--|
| EASTMAN AGGREGATE<br>ENTERPRISES, LLC                   | \$ 90.00   | SBE   | ( 1 ) P  |
| RIO-BAK CORPORATION                                     | \$ 95.00   | SBE   | ( 1 ) S  |
| TREECYCLE LAND CLEARING,<br>INC.                        | \$105.00   | SBE   | ( 2 )  |

Item #28 – Articulated Off-Road Dump Truck, 6WD

**STEP 1**

| LIST BIDDERS FROM<br>LOWEST TO HIGHEST | TOTAL OFFER<br>AS BID | IF PREFERENCE<br>NOTE: ALP=,<br>"GLP" AND/OR<br>ASBE= |
|--|-----------------------|---|
| DEVLAND SITE, INC.                     | \$125.00              | LP  |

**STEP 2**

| LIST BIDDERS<br>AFTER<br>PREFERENCE HAS<br>BEEN APPLIED | OFFER AFTER<br>PREFERENCE<br>HAS BEEN<br>APPLIED | IF PREFERENCE<br>NOTE: ALP=,<br>"GLP"<br>AND/OR ASBE= | AWARD<br>RECOMMENDATION<br>AKEY= ONLY<br>(SEE ABOVE) |
|---|--|---|--|
| EASTMAN AGGREGATE<br>ENTERPRISES, LLC                   | \$130.00   | SBE   | ( 1 ) P  |