



Town of Palm Beach Request for Bid

RFB No. 07-2019 SOIL TESTING - TOWN OF PALM BEACH PAR 3 GOLF COURSE

Line	Description	Est. Annual Qty.	Unit Price	Total
1	Weekly tissue testing on one front nine green and one back nine green.	104 ea.	\$_____ea	\$_____
2	Course inspections performed twice a year at six month intervals	1 Lot		\$_____
Lines 1 and 2 Total Cost:				\$_____

OPTIONAL

Additional services. Lines 3, 4 & 5 not considered in overall bid.

3	Water samples, reports, and recommendations Estimated yearly quantity: 10 ea.		\$_____ea
4	Nematode samples, reports, and recommendations Estimated yearly quantity: 10 ea.		\$_____ea
5	Disease samples, reports, and recommendations Estimated yearly quantity: 10 ea.		\$_____ea

THE UNDERSIGNED BIDDER CERTIFIES THAT THIS BID IS SUBMITTED IN ACCORDANCE WITH THE TERMS, SPECIFICATIONS AND CONDITIONS NOTED IN THIS BID.

FIRM NAME: _____ FEDERAL ID NO _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____ TYPED NAME & TITLE _____

TELEPHONE NO: _____ FAX NUMBER: _____

E MAIL ADDRESS: _____

Proposals may be faxed to 561-835-4688, delivered to 951 Okeechobee Road, Suite "D", West Palm Beach, Florida 33401, or e-mailed to ebitteker@townofpalmbeach.com by 2:00 PM, December 11, 2018.

- **All quotes shall be submitted on the Town provided forms. Failure to do so may be cause for rejection.**
- **All blanks on the forms must be completed. No modifications may be made to the Town provided forms.**
- **Supplemental information may be attached.**

Vendor Contact Person:

Name: _____

Address: _____

Phone Number: _____ **Fax Number:** _____

Emergency Number: _____

E Mail address: _____

(Must include twenty four (24) hour service contact information)



Town of Palm Beach Request for Bid

RFB No. 07-2019

SOIL TESTING - TOWN OF PALM BEACH PAR 3 GOLF COURSE

SCOPE OF SERVICES

1. **SCOPE OF WORK** The Town of Palm Beach is seeking a qualified contractor to Provide soil testing at the Town of Palm Beach Par 3 Golf Course, located at 2345 South Ocean Boulevard, Palm Beach, Florida 33480.

The Vendor shall provide all necessary materials, labor, management, supervision, permits, surveys, trucks, gas, oil, safety equipment and any other materials and equipment necessary to complete the work as specified.

Line 1

The Town Golf Course Superintendent (Superintendent) shall submit, on a weekly basis, grass clippings for tissue testing. Clippings shall be from one front nine green and one back nine green.

Successful bidder shall include self-addressed envelopes so that the Superintendent can mail samples to the testing laboratory.

Test results are to be emailed back to the Superintendent detailing, at minimum, the samples nutrient contents and recommendations.

Line 2

The successful bidder shall perform Course inspections twice a year at six-month intervals that shall include:

- 2 soil tests, reports and recommendations for the greens, one front nine and one back nine;
- 2 soil tests, reports and recommendations for tees, one front nine and one back nine;
- 2 soil tests, reports and recommendations for fairways, one front nine and one back nine;
- 1 water sample of irrigation water;
- 2 nematode tests, one front nine greens and one back nine greens;
- A written report explaining the sample results, the course condition, nutrient management plan, fertilizer recommendations.

OPTIONAL

Additional services if needed: Water samples, Nematode samples and Disease samples. Samples are to be taken by Superintendent or designee.

Successful bidder shall supply sample testing material and self-addressed envelopes so that the Superintendent can mail samples to the testing laboratory.

Test results and recommendations shall be emailed back to the Superintendent.

2. **AWARD** Bidder will quote a firm, fixed cost for each line listed on the Bid Proposal pages. Pricing shall include all costs associated with the project.

Award will be made to the responsive and responsible bidder, quoting the lowest price, that will best serve the needs of the Town of Palm Beach.

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

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

Contract renewal shall be based on satisfactory performance, mutual acceptance and determination that the contract is in the best interest of the Town. Any renewal will be subject to appropriation of funds by the Town Council.

4. **PAYMENT**

Payment will be made by the TOWN after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the order number. Terms of payment are net 30 days after services have been completed and accepted. Invoice must reflect purchase order number.

The Town of Palm Beach shall issue direct payments (ACH) or purchasing card for payment of all invoices with the goal of a greener footprint.

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

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

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

Auto Liability coverage with limits not less than \$1,000,000 Each Occurrence Combined Single Limit each accident. The Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/ Hired Autos/Non-Owned Autos.

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

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

In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Service Provider until such time the Service Provider shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy.

6. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH** The Bidder hereby certifies that all material, equipment and supplies contained in their proposal meets all O.S.H.A. requirements. The successful proposer shall be solely and completely responsible for the safety of all persons (including employees) and property during the performance of the work. Safety provisions shall conform to the U.S. Department of Labor (OSHA), Florida Department of Labor and all other applicable federal, state, county, and local laws, ordinances, codes and regulations. Where any of these are in conflict, the more stringent requirements shall be followed. Failure of the Proposer to thoroughly familiarize themselves with the aforementioned provisions shall not relieve them from compliance with the obligations and penalties set forth therein.
7. **QUANTITIES** The quantities shown are estimated. The Town of Palm Beach reserves the right to increase or decrease the total quantities as necessary to meet actual requirements
8. **DRUG-FREE WORKPLACE** Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.
9. **PUBLIC RECORDS LAW** In accordance with Florida Statutes 119.0701, the contractor shall comply with public records law, specifically to:
 - a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public record in possession of the contractor upon termination of the contract and destroy any duplicate public record that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the Town shall enforce the contract provisions in accordance with the contract.

Town of Palm Beach

RFQ No. 07-2019 – SOIL TESTING - TOWN OF PALM BEACH PAR 3 GOLF COURSE
PROPOSALS MUST BE RECEIVED PRIOR TO December 11, 2018, AT 2:00 PM

General Conditions, Instructions and Information for Bidders

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any other pertinent document form a part of this proposal and by reference are made a part thereof.

1. GENERAL INFORMATION

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

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

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

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

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

For information concerning this bid, please contact:

Town of Palm Beach
Purchasing Department
951 Okeechobee Road, Suite "D"
West Palm Beach, FL 33401
(561) 838-5406

2. PRICE/DELIVERY

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

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

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

3. FEDERAL AND STATE TAX

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

4. ACCEPTANCE / REJECTION

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

5. ALTERNATIVES / APPROVED EQUAL / DEVIATIONS

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid.

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

The bidder shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the TOWN specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by TOWN), the bidder will be required to compensate the TOWN for difference in price incurred from going to the next low bidder.

6. NO BID

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of NO BID" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the bidder does not wish to be considered for future bids.

7. NON-COLLUSION

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

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

8. CONFLICT OF INTEREST

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

9. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

- (a) Vendors doing business with the TOWN are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a vendor submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids are received either from vendors who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with TOWN purchasing procedures pertaining to tie bids.
- (c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity, crime may not submit a bid on a contract to provide any goods or services to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO(Currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

10. UNIFORM COMMERCIAL CODE

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

11. MISTAKES

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

12. AVAILABILITY OF FUNDS

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

13. EEO STATEMENT

TOWN is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis race/ethnicity, color, religion, sex, national origin, age, marital status, veteran status, sexual orientation, genetic information, political affiliation, disability which does not preclude the performance of the essential functions of the positions, with reasonable accommodation(s) provided as necessary, or any other form of unlawful discrimination in accordance with federal, state, or local law. "

14. BID TABULATION

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

15. BID FORMS

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

16. CONTRACTUAL AGREEMENT

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

17. SUBCONTRACTING

If a vendor subcontracts any portion of a contract for any reason, he/she must state the name and address of the subcontractor and the name of the contact person on the attached "Schedule of Subcontractors Form." TOWN also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award. TOWN reserves the right to make a determination as to the foregoing.

18. INFORMATION

Any questions by prospective vendors should be directed to the Purchasing Division contact, noted on page no. 1, who is authorized only to direct inquiries to various portions of the bid so bidders may read and interpret such for themselves. No authorization is allowed by Purchasing personnel to interpret, or give information as to bid requirements in addition to that, which is contained in the original bid document. Interpretation of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum.

19. AWARDS

As the best interest of the Town Council may require, the right is reserved to make award(s) by individual commodities/services, all or none or any combination thereof. A bidder desiring to bid "No Charge" must so indicate; otherwise the bid will be construed as incomplete and may be rejected.

20. PRICES QUOTED

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

21. PAYMENT

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

22. DISCOUNT

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

23. CERTIFICATIONS

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

24. PALM BEACH COUNTY INSPECTOR GENERAL

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

25. LICENSES AND PERMITS

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

26. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

27. SAFETY DATA SHEET

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

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

28. SAFETY REGULATIONS

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

29. CODES AND REGULATIONS

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

30. INDEMNIFICATION

To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of every kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees. Contractor acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Contractor, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.



TOWN OF PALM BEACH
RFQ NO. 07-2019
BIDDERS QUALIFICATIONS

Each Bidder must complete the following information and submit with their bid in order for the bid to be considered:

(1) Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

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

(3) If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

(4) If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

(5) Name and Title of Principal Officers

Date Elected:

(6) The Vendor's length of time in business: _____ years

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

_____ years

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

Name _____

(9) A copy of County and/or Municipal Tax Certificate (Occupational License) held by Vendor

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



**TOWN OF PALM BEACH
RFQ NO. 07-2019**

DRUG-FREE WORKPLACE CERTIFICATION

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

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

**This Certification is submitted by _____ the
(Individual's Name)**

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

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

Date

Signature

STATEMENT OF NO-RESPONSE

RFQ No. 07-2019

If you are not bidding on this service/commodity, please complete and return this form to: Town of Palm Beach Purchasing Department, 951 Okeechobee Road, Suite "D", West Palm Beach, Florida 33401, email to ebitteker@townofpalmbeach.com or by FAX (561) 835-4688.

COMPANY NAME: _____

ADDRESS: _____

EMAIL: _____

SIGNATURE: _____

We, the above signed have declined to bid on the above because of the following reasons:

_____ Insufficient time to respond to the Request for Quotation

_____ We do not offer this product/service or equivalent

_____ Our product schedule would not permit us to perform

_____ Other (specify below)

REMARKS:

**NO-BID RESPONSE MAY BE EMAILED TO ebitteker@townofpalmbeach.com OR
FAXED TO (561) 835-4688**