PIGGYBACK AGREEMENT FOR TRUCK RENTALS

THIS PIGGYBACK AGREEMENT (the "Agreement") is entered into as of the Effective Date defined in Section 3A, below, by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and RDK Assets Inc., dba RDK Truck Sales (the "Vendor"), a Florida corporation, located at 3214 Adamo Dr., Tampa, FL 33605, and whose Federal Employer Identification Number is 86-2038316.

WHEREAS, the County's Procurement Ordinance and Procurement Procedures permit it to enter into piggyback purchasing agreements; and

WHEREAS, the County requires the services of a vendor who can provide long term truck rental services; and

WHEREAS, the Vendor has contracted with the City of Boynton Beach to provide truck rental services pursuant to that certain Bid No. 011-2515-19/IT dated as of March 19, 2019 (the "Boynton Beach Bid"); and

WHEREAS, the County and the Vendor have determined that the Boynton Beach Bid is an acceptable agreement upon which the County and the Vendor may establish a piggyback agreement; and

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.
2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the Boynton Beach Bid shall form the basis of this Agreement, with the County having the rights, duties, and obligations of the "City of Boynton Beach" thereunder. A true and correct copy of the Boynton Beach Bid is attached hereto as Attachment "A" and fully incorporated herein by reference. If any provision of this Agreement conflicts with any provision of the Boynton Beach Bid, then the terms, conditions, and provisions of this Agreement shall control.
3. **Supplemental Terms and Conditions.** The terms and conditions of the Boynton Beach Bid are hereby modified or supplemented, as follows:

A. **Term.** The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes this Agreement and, unless sooner terminated pursuant to Section 3.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the Boynton Beach Bid (it being acknowledged and understood that the latest possible termination date for the Boynton Beach Bid, with all renewal options exercised, is March 19, 2024); or (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Vendor; provided, however, that any purchase order issued prior to the expiration date or earlier termination date, as applicable, shall remain valid and in full force and effect through the date of termination stated on the purchase order, unless otherwise expressly set forth on the purchase order or in any such early termination letter or otherwise agreed to by the parties.

B. **Insurance.** The Vendor shall maintain at all times the following minimum

levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

> Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

C. **Indemnity.** Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom)

whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

D. **Force Majeure.** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

E. **Default and Remedy.** If Vendor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to seek payment from County for those services Vendor has provided but for which has not yet been paid.

F. **Attorneys' Fees and Costs.** In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own

legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

G. **Dispute Resolution.** Notwithstanding anything in the City of Boynton Beach's bid to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding mediation or negotiation.

H. **LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

I. **Governing Law.** This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.

J. **Venue.** Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

K. **Notice.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

If to the County:	Polk County Waste and Recycling Division Attention: Waste and Recycling Director 10 Environmental Loop S. Winter Haven, FL 33880
If to Vendor:	RDK Assets Inc. Attention: General Manager 3214 Adamo Dr. Tampa, FL 33166

L. **Non-exclusive Agreement.** This Agreement does not grant the Vendor the exclusive right to provide the County long term truck rental services for Waste and Recycling during the Agreement term. The County may utilize its own personnel to perform such services or it may employ other vendors or contractors to provide such services.

M. **Public Records Law.**

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL:RMLO@POLK-COUNTY.NET

N. <u>Scrutinized Companies and Business Operations Certification; Termination.</u>

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) the Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or

(ii) the Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

O. No Construction Against Drafter. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

P. Public Entity Crimes. The Vendor understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Vendor.

Q. Unauthorized Alien(s)

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

R. Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Vendor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Vendor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination. The Vendor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

S. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision of the State of Florida

By: _____
George Lindsey III, Chairman
Board of County Commissioners

Date Signed By County_____

Reviewed as to form and legal sufficiency:

Sandra B. Hoe 5/16/23
County Attorney's Office Date

ATTEST:

By: _____
Corporate Secretary

Timothy Kemner
[Print Name]

Date: 5-22-23

RDK Assets Inc., dba RDK Truck Sales,
a Florida corporation

By: Richard D Kemner

Richard D Kemner
[Print Name]

VP
[Title]
Date: 5-22-23

SEAL

Notary Public State of Florida
Timothy Kemner
My Commission HH 001696
Expires 05/19/2024

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____ _____(Name of officer or agent) as _____(title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐online notarization this 5-22-23 (Date) by Richard D Kemner (Name of officer or agent) as VP (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☑ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 5-22-23 (Date) _____ _____ (Official Notary Signature and Notary Seal)

Timothy Kemner (Name of Notary typed, printed or stamped)

Commission Number HH001696 Commission Expiration Date 5-19-24

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this_____(Date) By _____ _____(Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____

(Official Notary Signature and Notary Seal) _____

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this ____ _____(Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
RDK ASSETS INC

Filing Information

Document Number	P21000011636
FEI/EIN Number	86-2038316
Date Filed	02/10/2021
State	FL
Status	ACTIVE

Principal Address

3214 ADAMO DR
TAMPA, FL 33605

Mailing Address

3214 ADAMO DR
TAMPA, FL 33605

Registered Agent Name & Address

DEMARIA, JOSEPH A
6000 NW 77TH CT
MIAMI, FL 33166

Officer/Director Detail

Name & Address

Title P

JOSEPH A DEMARIA
6000 NW 77TH CT.
MIAMI, FL 33166

Title VP

KEMNER, RICHARD
3214 ADAMO DR
TAMPA, FL 33605

Title ST

DEMARIA, DANA
6000 NW 77TH CT
MIAMI, FL 33166

Annual Reports

Report Year	Filed Date
2022	04/21/2022
2023	03/21/2023

Document Images

03/21/2023 -- ANNUAL REPORT	View image in PDF format
04/21/2022 -- ANNUAL REPORT	View image in PDF format
02/10/2021 -- Domestic Profit	View image in PDF format

Attachment "A"

INVITATION TO BID FOR TRUCK RENTALS

BID No.: 011-2515-19/IT

BID OPENING DATE: February 11, 2019
BID OPENING TIME: 2:30 P. M. (LOCAL TIME)
PURCHASING SERVICES, CITY HALL

The City of Boynton Beach

Purchasing Services
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6323
FAX: (561) 742-6316

INVITATION TO BID

FOR

"TRUCK RENTALS"

BID No.: 011-2515-19/IT

Sealed bids will be received in PURCHASING SERVICES, City of Boynton Beach, 3301 Quantum Blvd., Suite 101, Boynton Beach, Florida 33426 on or by: **February 11, 2019; No Later Than 2:30 P.M. (Local Time).**

Bids will be opened in: **PROCUREMENT SERVICES-CITY HALL**
unless otherwise designated.

Bids received after the assigned date and time will not be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers with regard to mail being delivered by a specified time so that a bid can be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid.

Sealed bids or proposals received by the City in response to an invitation to bid are exempt from public records disclosure requirements until the City provides a notice of decision or **thirty (30) days** after the opening of the proposal/bid, whichever is sooner. If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this bid should be directed to Ilyse Triestman, Purchasing Manager; Telephone: (561) 742-6322, E-mail: triestmani@bbfl.us

SCOPE OF BID:

The purpose of this bid is to establish fixed prices for a two-year term, for the rental of trucks that will be used throughout the City of Boynton Beach for all operational functions.

Contact: **City of Boynton Beach Purchasing Services**
3301 Quantum Boulevard, Suite 101
Boynton Beach, FL 33426
Ilyse Triestman, Purchasing Manager
(561) 742-6322 or triestmani@bbfl.us

Office Hours: **MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M.**

CITY OF BOYNTON BEACH

Tim W. Howard

TIM W. HOWARD
ASSISTANT CITY MANAGER – ADMINISTRATION

INVITATION TO BID

FOR

"TRUCK RENTALS"

BID No.: 011-2515-19/IT

Section 1 – SUBMITTAL INFORMATION

A. The City of Boynton Beach will receive bid responses until **February 11, 2019** at **2:30 P.M. (LOCAL TIME)** in Purchasing Services located at City Hall, 3301 Quantum Blvd., Suite 101, Boynton Beach, FL 33426

B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their bid response **delivered to Purchasing Services** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the bid and prior to the award being made.

C. If any addendum(s) are issued to this Bid, the City will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting the bid response, to contact the City Procurement Services at (561) 742-6322 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid response.

D. **One (1) original, so marked, and two (2) copies,** of the bid response shall be submitted in one sealed package clearly marked on the outside "**INVITATION TO BID FOR TRUCK RENTALS**" to: City of Boynton Beach, Purchasing Services, 3301 Quantum Blvd., Suite 101, Boynton Beach, FL 33426

E. Responses shall clearly indicate the legal name, address and telephone number of the bidder (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to contractually bind the proposer to the submitted bid. Bidder must note their Federal I.D. number on their bid submittal.

GENERAL CONDITIONS FOR BIDDERS

FAMILIARITY WITH LAWS: The bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the bidder will in no way relieve bidder of responsibility to adhere to such regulations.

BID FORMS: The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, proposal title, number, proposal date and time on the outside of the sealed envelope. Proposals not submitted on appropriate proposal forms may be rejected. All proposals are subject to the conditions specified herein. Proposals which do not comply with these conditions are subject to rejection.

EXECUTION OF BID: Proposal must contain an original signature of an authorized representative in the space provided on all affidavits and proposal sheets.

NO BID: If not submitting a proposal, respond by returning one copy of the "STATEMENT OF NO BID" and explain the reason by indicating one of the reasons listed or in the space provided. Repeated failure to quote without sufficient justification shall be cause for removal of the vendor's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid receiving date and hour.

BID DEADLINE: It is the bidder's responsibility to assure that the bid is delivered at the proper time and place prior to the bid deadline. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a proposal can be considered. Bids which for any reason are delivered by the deadline will not be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid. Offers by telegram or telephone are not acceptable.

MINOR IRREGULARITIES/RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. The City of Boynton Beach reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

RIGHTS OF THE CITY: The City expressly reserves the right to:

A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;

B. Waive any defect, irregularity or informality in any bid or bidding procedure;

C. Reject or cancel any or all bids;

D. Reissue an Invitation to Bid;

E. Extend the bid deadline time and date;

F. Procure any item by other means;

G. Increase or decrease the quantity specified in the Invitation to Bid;

H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:

A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;

B. A satisfactory record of performance;

C. A satisfactory record of integrity;

D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;

E. Supplied all necessary information in connection with the inquiry concerning responsibility.

INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to this office in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid is to be received.

CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted **"BID IS FOR SPECIFIED QUANTITY ONLY".**

SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not used, tested or destroyed, upon request, will be returned at the bidder's expense. Request for the return of samples may be made within ten (10) days following the bid deadline. Each individual sample must be labeled with the bidder's name, manufacturer's brand name and number, and item reference.

DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.

SUBCONTRACTING: If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City 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. The City reserves all rights in order to make a determination as to the foregoing.

ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to bidders at Procurement Services, it is each bidder's responsibility to check with Procurement Services and immediately secure all addenda before submitting bids. It is the usual practice for the City to mail an addendum to known bidders, but it cannot be guaranteed that all bidders will receive ALL addenda in this manner. Each bidder shall acknowledge receipt of ALL addenda by notation on the bid and shall adhere to all requirements specified in each addendum prior to submission of the bid.

ESCALATOR CLAUSE: Any bid which is submitted subject to an escalator clause will be rejected, unless addressed in the Special Conditions Section of the bid documents.

EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's submittal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

ALTERNATES: Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

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

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

PUBLIC ENTITY CRIMES: As provided in Fla. Stat. § 287.133(2)(a), 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 my not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ADVERTISING: In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "**NONCONFORMANCE WITH CONTRACT CONDITIONS**".

ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the

performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

OPTIONAL CONTRACT USAGE BY OTHER GOVERNMANTAL AGENCIES: If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.

WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor and any necessary shipping. Warranty repairs may be accomplished on City property, if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or

equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

PRICES, TERMS AND PAYMENT: Firm prices shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Upon delivery, the City shall make final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due the bidder shall be withheld until visual inspection is made by the **SOLID WASTE DIVISION** and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder, unless such loss or damages have been proven to be the result of negligence by the City.

A. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.

B. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

C. DISCOUNTS: Will be considered in determining the lowest net cost.

D. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

E. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

TIME OF DELIVERY: The bidder shall state in the bid the time of delivery of the equipment. Time is of importance to the City and the bidder is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids

LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as 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 materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

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.

PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JUDY PYLE, CITY CLERK
3301 QUANTUM BLVD., SUITE 101, BOYNTON BEACH, FL 33426
561-742-6061
PYLEJ@BBFL.US

QUESTIONS: Any questions relative to any item(s) or portion of this bid or Invitation to Bid should be directed to **Ilyse Triestman, Purchasing Manager, Monday through Friday, 8:00 A.M. to 5:00 P.M. at (561) 742-6322; E-mail triestmani@bbfl.us**

LOCAL BUSINESS PREFERENCE

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars ($5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue generating contracts where award, if any, is to be made to the bidder returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid."

In order to be considered for a local business preference, **a bidder must include the Local Business Status Certification Form at the time of bid submittal.**

Failure to submit this form at the time of bid submittal will result in the bidder being found ineligible for the local business preference for this solicitation.

SCRUTINIZED COMPANIES - 287.135 and 215.473

By submission of this Bid, Proposer certifies that Proposer is not participating in a boycott of Israel. Proposer further certifies that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Solicitation responses of $1 million or more must include the attached Scrutinized Companies form to certify that the Proposer is not on either of those lists.

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SPECIAL TERMS AND CONDITIONS

PURPOSE: The purpose of this bid is to establish firm fixed prices for the rental of trucks that will be used throughout the City of Boynton Beach for all operational functions on an as needed month to month bases. **The estimated annual expenditure for this contract is $100,000**

TERM OF CONTRACT: The initial term of the contract awarded shall be for two (2) years from the effective date of the contract and by mutual agreement between the City and the awardee(s), may be renewable for three (3) additional one (1) year periods. The City reserves the right to exercise the option to renew annually.

The City reserves the right to extend automatically for a period not to exceed an additional twelve (12) months in order to provide the City with continual service while a new contract is solicited, evaluated and/or awarded.

No price increase will be accepted during the initial or renewal terms of the contract.

METHOD OF AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level. Once opened, the bids will be tabulated and evaluated by the City before recommendation and/or notice of intent to award. The City, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder, or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

It is the intent of the City to award up to three vendors that submit the lowest priced responsive and responsible offer per item; it is the intent of the City to place orders with the lowest priced vendor per line item. Individual line item awards will be extended to the vendor offering the lowest monthly rental rate for the truck required. The lowest priced vendor will be designated as the primary vendor per line item; the next low vendor will be designated as the secondary vendor per line item; and the third low vendor will be designated as the tertiary vendor per line item.

COST ADJUSTMENTS: Prices quoted shall be firm for the initial bid term. No cost increases shall be accepted in this initial bid term. Please consider this when providing pricing for this Bid.

Cost increases for any extension terms shall be subject to City approval.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the bid term anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved bid extension.

The City, may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

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, City of Boynton Beach shall be given "first priority" for all goods and services under this contract (if applicable). Bidder agrees to provide all goods and services to City of Boynton Beach throughout the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number and address to the City in the event of such an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the City.

INSURANCE: It shall be the responsibility of the successful bidder to maintain workers' compensation insurance, property damage, liability insurance and vehicular liability insurance, during the time any of bidder's personnel are working on City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

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SPECIFICATIONS AND REQUIREMENTS

The purpose of this bid is to establish firm fixed prices for the rental of trucks that will be used throughout the City of Boynton Beach for all operational functions on an as needed month to month bases. The estimated annual expenditure for this contract is **$100,000**

Delivery shall be made **FOB Destination** to: City of Boynton Beach Public Works, 222 NE 9th Avenue, Boynton Beach, Florida 33435. Delivery hours are from: 7 AM to 3 PM, Monday thru Friday.

The Bidder should submit with its bid, a listing or report of inventory of all of their equipment that meet the specifications contained herein. The listing or report should contain information including but not limited to: year, make, manufacture, capacity, type, etc. of equipment to be supplied. If not submitted with the bid, bidder must submit documentation within three (3) calendar days of City's request or bid may be deemed non-responsive.

Every truck must have automatic transmission, air conditioned and power steering.

Prior to ordering rental, the City may request additional technical information (i.e. equipment drawings, diagrams, etc.) on the equipment to supplied. This information should be submitted within three (3) business days after request from City representative.

Vendor shall be responsible to provide a service plan for all normally serviced items as per the chassis and body manufacturer's owner's manual.

The City will do routine maintenance and be responsible for any damage due to mis-use or accident. Vendor shall be responsible for all other maintenance and/or repairs on the units. City will be responsible to keep unit clean and to thoroughly clean unit(s) prior to returning unit to the vendor when City has finished with them.

City of Boynton Beach will require successful vendor to sign a service contract with the City and purchase orders will be issued for the rental.

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THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Attachment "A"
City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	MINIMUM LIMITS REQUIRED	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

BIDDER ACKNOWLEDGEMENT

Submit Bids to: PURCHASING SERVICES
3301 Quantum Blvd., Suite 101
Boynton Beach, FL 33426
Telephone: (561) 742-6310

Bid Title: **"TRUCK RENTALS"**

Bid Number: **011-2515-19/IT**

Bid Due: **February 11, 2019, NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Purchasing Services unless specified otherwise and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Bidder: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

E-Mail Address: _____

_____
Authorized Signature

_____
Name Typed

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID NO. 011-2515-19/IT
TRUCK RENTALS
BID FORM

To All Bidders:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for. When submitting more than one bid proposal price for this product and/or service, indicate how many individual and/or combination item(s) are to be tabulated and considered. Attach a separate sheet for each.

Basis of Award: It is the intent of the City to award up to three vendors that submit the lowest priced responsive and responsible bid per item; it is the intent of the City to place orders with the lowest priced vendor per line item. Individual line item awards will be extended to the vendor offering the lowest monthly rental rate for the truck required. The lowest priced vendor will be designated as the primary vendor per line item; the next low vendor will be designated as the secondary vendor per line item; and the third low vendor will be designated as the tertiary vendor per line item.

Vendors shall attach a list of all rental trucks offered. List shall include, but not be limited all the information requested below for items.

ITEM 1 **RENTAL OF 26 - 35 CUBIC YARD AUTOMATIC SIDE LOADER REFUSE COMPACTOR TRUCK WITH JOYSTICK**

MONTHLY RENTAL RATE: _____ per vehicle

DELIVERY CHARGE: _____ per vehicle

PICK-UP FEE: _____ per vehicle

CHASSIS DEALER SERVICE LOCATION: _____

BODY DEALER SERVICE LOCATION: _____

COMPANY NAME: _____

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID NO. 011-2515-19/IT
TRUCK RENTALS
BID FORM (CONT'D.)

ITEM 2 RENTAL OF ROLL OFF (CAB OVER OR CONVENTIONAL)

MONTHLY RENTAL RATE: _____ per vehicle

DELIVERY CHARGE: _____ per vehicle

PICK-UP FEE: _____ per vehicle

CHASSIS DEALER SERVICE LOCATION: _____

BODY DEALER SERVICE LOCATION: _____

ITEM 3 RENTAL OF 26 - 35 CUBIC YARD COMMERCIAL FRONT LOAD

MONTHLY RENTAL RATE: _____ per vehicle

DELIVERY CHARGE: _____ per vehicle

PICK-UP FEE: _____ per vehicle

CHASSIS DEALER SERVICE LOCATION: _____

BODY DEALER SERVICE LOCATION: _____

COMPANY NAME: _____

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BID NO. 011-2515-19/IT
TRUCK RENTALS
BID FORM (CONT'D.)

ITEM 4 RENTAL OF 22 - 31 CUBIC YARD CHERRY PICKER

MONTHLY RENTAL RATE: _____ per vehicle

DELIVERY CHARGE: _____ per vehicle

PICK-UP FEE: _____ per vehicle

CHASSIS DEALER SERVICE LOCATION: _____

BODY DEALER SERVICE LOCATION: _____

ITEM 5 RENTAL OF 30-40 YARD TRASH HAULER BODY REFUSE TRUCK

Gross Vehicle Weight (GVW): _____

MONTHLY RENTAL RATE: _____ per vehicle

DELIVERY CHARGE: _____ per vehicle

PICK-UP FEE: _____ per vehicle

CHASSIS DEALER SERVICE LOCATION: _____

BODY DEALER SERVICE LOCATION: _____

COMPANY NAME: _____

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID NO. 011-2515-19/IT
TRUCK RENTALS
BID FORM (CONT'D.)

ITEM 6 **RENTAL OF 27 – 30 CUBIC YARD REAR LOADER REFUSE TRUCK WITH 2 CART TIPPERS**

Gross Vehicle Weight (GVW): _____

MONTHLY RENTAL RATE: _____ per vehicle

DELIVERY CHARGE: _____ per vehicle

PICK-UP FEE: _____ per vehicle

CHASSIS DEALER SERVICE LOCATION: _____

BODY DEALER SERVICE LOCATION: _____

_____ _____
COMPANY NAME SIGNATURE OF AUTHORIZED OFFICIAL

_____ (____)_____
PRINTED NAME OF AUTHORIZED OFFICIAL TELEPHONE NUMBER

_____ (____)_____ _____
TITLE FAX NUMBER E-MAIL ADDRESS

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
:
County of_____)

_____, being first duly sworn, deposes and says that:

1) He is_____ of _____,
(Title) (Name of Corporation or Firm)
the bidder that has submitted the attached bid:

2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Said bid is genuine and is not a collusive or sham bid;

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) **The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.**

(Signed)_____

Subscribed and sworn to before me (Title) _____

This _____ day of _____, 20 _____

My commission expires _____

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ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this _____ day of _____ ,20 _____

Printed Information:

_____
NAME

_____
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

_____
COMPANY

_____
"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
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CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business? _____ Yes _____ No

If Yes, please indicate by an "X" in the appropriate box:

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____ (specify)

( ) NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES _____ NO _____

If YES, Name the Organization from which this certification was obtained and date:

_____
Issuing Organization for Certification

_____
Date of Certification

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
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CONFIRMATION OF DRUG-FREE WORKPLACE

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Vendor's Signature

**THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

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 this contract, 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.

_____
CONTRACTOR NAME

By_____

Title: _____

Date: _____

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION

I, _____, the _____ of
(Name of officer of company) (Title of officer of company)

_____, located at _____,
(Name of Corporation/Company) (Business Address)

Certify that I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

NAME OF BUSINESS:_____			
1. Is the business located within the City limits of Boynton Beach, Florida?	YES	NO	Number of Years: _____
2. Does the business have a business tax receipt issued in the current year?	YES	NO	Business License Number: _____
3. Is the business registered with the Florida Division of Corporations?	YES	NO	

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name: _____ Signature: _____

*****FOR PURCHASING USE ONLY*****

Business License ☐ **Year Established:** ☐ **Active:**

Verified by: _____ **Date:** _____

CERTIFICATION PURSUANT TO FLORIDA

STATUTE § 287.135

I, _____, on behalf of _____ certify

Print Name and Title Company Name

that _____does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted

a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____	_____
COMPANY NAME	SIGNATURE
_____	_____
PRINT NAME	TITLE

INVITATION TO BID FOR TRUCK RENTALS

BID No.: 011-2515-19/IT

BID OPENING DATE: February 11, 2019
BID OPENING TIME: 2:30 P. M. (LOCAL TIME)
PURCHASING SERVICES, CITY HALL

The City of Boynton Beach

Purchasing Services
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6323
FAX: (561) 742-6316

INVITATION TO BID

FOR

"TRUCK RENTALS"

BID No.: 011-2515-19/IT

Sealed bids will be received in PURCHASING SERVICES, City of Boynton Beach, 3301 Quantum Blvd., Suite 101, Boynton Beach, Florida 33426 on or by: **February 11, 2019; No Later Than 2:30 P.M. (Local Time).**

Bids will be opened in: **PROCUREMENT SERVICES-CITY HALL**
unless otherwise designated.

Bids received after the assigned date and time will not be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers with regard to mail being delivered by a specified time so that a bid can be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid.

Sealed bids or proposals received by the City in response to an invitation to bid are exempt from public records disclosure requirements until the City provides a notice of decision or **thirty (30) days** after the opening of the proposal/bid, whichever is sooner. If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this bid should be directed to Ilyse Triestman, Purchasing Manager; Telephone: (561) 742-6322, E-mail: triestmani@bbfl.us

SCOPE OF BID:

The purpose of this bid is to establish fixed prices for a two-year term, for the rental of trucks that will be used throughout the City of Boynton Beach for all operational functions.

Contact: **City of Boynton Beach Purchasing Services**
3301 Quantum Boulevard, Suite 101
Boynton Beach, FL 33426
Ilyse Triestman, Purchasing Manager
(561) 742-6322 or triestmani@bbfl.us

Office Hours: **MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M.**

CITY OF BOYNTON BEACH

Tim W. Howard

TIM W. HOWARD
ASSISTANT CITY MANAGER – ADMINISTRATION

INVITATION TO BID

FOR

"TRUCK RENTALS"

BID No.: 011-2515-19/IT

Section 1 – SUBMITTAL INFORMATION

A. The City of Boynton Beach will receive bid responses until **February 11, 2019** at **2:30 P.M. (LOCAL TIME)** in Purchasing Services located at City Hall, 3301 Quantum Blvd., Suite 101, Boynton Beach, FL 33426

B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their bid response **delivered to Purchasing Services** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the bid and prior to the award being made.

C. If any addendum(s) are issued to this Bid, the City will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting the bid response, to contact the City Procurement Services at (561) 742-6322 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid response.

D. **One (1) original, so marked, and two (2) copies,** of the bid response shall be submitted in one sealed package clearly marked on the outside "**INVITATION TO BID FOR TRUCK RENTALS**" to: City of Boynton Beach, Purchasing Services, 3301 Quantum Blvd., Suite 101, Boynton Beach, FL 33426

E. Responses shall clearly indicate the legal name, address and telephone number of the bidder (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to contractually bind the proposer to the submitted bid. Bidder must note their Federal I.D. number on their bid submittal.

GENERAL CONDITIONS FOR BIDDERS

FAMILIARITY WITH LAWS: The bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the bidder will in no way relieve bidder of responsibility to adhere to such regulations.

BID FORMS: The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, proposal title, number, proposal date and time on the outside of the sealed envelope. Proposals not submitted on appropriate proposal forms may be rejected. All proposals are subject to the conditions specified herein. Proposals which do not comply with these conditions are subject to rejection.

EXECUTION OF BID: Proposal must contain an original signature of an authorized representative in the space provided on all affidavits and proposal sheets.

NO BID: If not submitting a proposal, respond by returning one copy of the "STATEMENT OF NO BID" and explain the reason by indicating one of the reasons listed or in the space provided. Repeated failure to quote without sufficient justification shall be cause for removal of the vendor's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid receiving date and hour.

BID DEADLINE: It is the bidder's responsibility to assure that the bid is delivered at the proper time and place prior to the bid deadline. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a proposal can be considered. Bids which for any reason are delivered by the deadline will not be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid. Offers by telegram or telephone are not acceptable.

MINOR IRREGULARITIES/RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. The City of Boynton Beach reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

RIGHTS OF THE CITY: The City expressly reserves the right to:

A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;

B. Waive any defect, irregularity or informality in any bid or bidding procedure;

C. Reject or cancel any or all bids;

D. Reissue an Invitation to Bid;

E. Extend the bid deadline time and date;

F. Procure any item by other means;

G. Increase or decrease the quantity specified in the Invitation to Bid;

H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:

A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;

B. A satisfactory record of performance;

C. A satisfactory record of integrity;

D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;

E. Supplied all necessary information in connection with the inquiry concerning responsibility.

INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to this office in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid is to be received.

CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted **"BID IS FOR SPECIFIED QUANTITY ONLY".**

SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not used, tested or destroyed, upon request, will be returned at the bidder's expense. Request for the return of samples may be made within ten (10) days following the bid deadline. Each individual sample must be labeled with the bidder's name, manufacturer's brand name and number, and item reference.

DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.

SUBCONTRACTING: If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City 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. The City reserves all rights in order to make a determination as to the foregoing.

ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to bidders at Procurement Services, it is each bidder's responsibility to check with Procurement Services and immediately secure all addenda before submitting bids. It is the usual practice for the City to mail an addendum to known bidders, but it cannot be guaranteed that all bidders will receive ALL addenda in this manner. Each bidder shall acknowledge receipt of ALL addenda by notation on the bid and shall adhere to all requirements specified in each addendum prior to submission of the bid.

ESCALATOR CLAUSE: Any bid which is submitted subject to an escalator clause will be rejected, unless addressed in the Special Conditions Section of the bid documents.

EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's submittal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

ALTERNATES: Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

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

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

PUBLIC ENTITY CRIMES: As provided in Fla. Stat. § 287.133(2)(a), 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 my not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ADVERTISING: In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under **"NONCONFORMANCE WITH CONTRACT CONDITIONS"**.

ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the

performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

OPTIONAL CONTRACT USAGE BY OTHER GOVERNMANTAL AGENCIES: If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.

WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor and any necessary shipping. Warranty repairs may be accomplished on City property, if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or

equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

PRICES, TERMS AND PAYMENT: Firm prices shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Upon delivery, the City shall make final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due the bidder shall be withheld until visual inspection is made by the **SOLID WASTE DIVISION** and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder, unless such loss or damages have been proven to be the result of negligence by the City.

A. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.

B. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

C. DISCOUNTS: Will be considered in determining the lowest net cost.

D. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

E. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

TIME OF DELIVERY: The bidder shall state in the bid the time of delivery of the equipment. Time is of importance to the City and the bidder is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids

LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as 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 materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

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.

PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JUDY PYLE, CITY CLERK
3301 QUANTUM BLVD., SUITE 101, BOYNTON BEACH, FL 33426
561-742-6061
PYLEJ@BBFL.US

QUESTIONS: Any questions relative to any item(s) or portion of this bid or Invitation to Bid should be directed to **Ilyse Triestman, Purchasing Manager, Monday through Friday, 8:00 A.M. to 5:00 P.M. at (561) 742-6322; E-mail triestmani@bbfl.us**

LOCAL BUSINESS PREFERENCE

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars ($5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue generating contracts where award, if any, is to be made to the bidder returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid."

In order to be considered for a local business preference, **a bidder must include the Local Business Status Certification Form at the time of bid submittal.**

Failure to submit this form at the time of bid submittal will result in the bidder being found ineligible for the local business preference for this solicitation.

SCRUTINIZED COMPANIES - 287.135 and 215.473

By submission of this Bid, Proposer certifies that Proposer is not participating in a boycott of Israel. Proposer further certifies that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Solicitation responses of $1 million or more must include the attached Scrutinized Companies form to certify that the Proposer is not on either of those lists.

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SPECIAL TERMS AND CONDITIONS

PURPOSE: The purpose of this bid is to establish firm fixed prices for the rental of trucks that will be used throughout the City of Boynton Beach for all operational functions on an as needed month to month bases.. **The estimated annual expenditure for this contract is $100,000**

TERM OF CONTRACT: The initial term of the contract awarded shall be for two (2) years from the effective date of the contract and by mutual agreement between the City and the awardee(s), may be renewable for three (3) additional one (1) year periods. The City reserves the right to exercise the option to renew annually.

The City reserves the right to extend automatically for a period not to exceed an additional twelve (12) months in order to provide the City with continual service while a new contract is solicited, evaluated and/or awarded.

No price increase will be accepted during the initial or renewal terms of the contract.

METHOD OF AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level. Once opened, the bids will be tabulated and evaluated by the City before recommendation and/or notice of intent to award. The City, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder, or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

It is the intent of the City to award up to three vendors that submit the lowest priced responsive and responsible offer per item; it is the intent of the City to place orders with the lowest priced vendor per line item. Individual line item awards will be extended to the vendor offering the lowest monthly rental rate for the truck required. The lowest priced vendor will be designated as the primary vendor per line item; the next low vendor will be designated as the secondary vendor per line item; and the third low vendor will be designated as the tertiary vendor per line item.

COST ADJUSTMENTS: Prices quoted shall be firm for the initial bid term. No cost increases shall be accepted in this initial bid term. Please consider this when providing pricing for this Bid.

Cost increases for any extension terms shall be subject to City approval.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the bid term anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved bid extension.

The City, may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

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, City of Boynton Beach shall be given "first priority" for all goods and services under this contract (if applicable). Bidder agrees to provide all goods and services to City of Boynton Beach throughout the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number and address to the City in the event of such an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the City.

INSURANCE: It shall be the responsibility of the successful bidder to maintain workers' compensation insurance, property damage, liability insurance and vehicular liability insurance, during the time any of bidder's personnel are working on City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

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SPECIFICATIONS AND REQUIREMENTS

The purpose of this bid is to establish firm fixed prices for the rental of trucks that will be used throughout the City of Boynton Beach for all operational functions on an as needed month to month bases. The estimated annual expenditure for this contract is **$100,000**

Delivery shall be made **FOB Destination** to: City of Boynton Beach Public Works, 222 NE 9th Avenue, Boynton Beach, Florida 33435. Delivery hours are from: 7 AM to 3 PM, Monday thru Friday.

The Bidder should submit with its bid, a listing or report of inventory of all of their equipment that meet the specifications contained herein. The listing or report should contain information including but not limited to: year, make, manufacture, capacity, type, etc. of equipment to be supplied. If not submitted with the bid, bidder must submit documentation within three (3) calendar days of City's request or bid may be deemed non-responsive.

Every truck must have automatic transmission, air conditioned and power steering.

Prior to ordering rental, the City may request additional technical information (i.e. equipment drawings, diagrams, etc.) on the equipment to supplied. This information should be submitted within three (3) business days after request from City representative.

Vendor shall be responsible to provide a service plan for all normally serviced items as per the chassis and body manufacturer's owner's manual.

The City will do routine maintenance and be responsible for any damage due to mis-use or accident. Vendor shall be responsible for all other maintenance and/or repairs on the units. City will be responsible to keep unit clean and to thoroughly clean unit(s) prior to returning unit to the vendor when City has finished with them.

City of Boynton Beach will require successful vendor to sign a service contract with the City and purchase orders will be issued for the rental.

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THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Attachment "A"
City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	MINIMUM LIMITS REQUIRED	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

BIDDER ACKNOWLEDGEMENT

Submit Bids to: PURCHASING SERVICES
3301 Quantum Blvd., Suite 101
Boynton Beach, FL 33426
Telephone: (561) 742-6310

Bid Title: **"TRUCK RENTALS"**

Bid Number: **011-2515-19/IT**

Bid Due: **February 11, 2019, NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Purchasing Services unless specified otherwise and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Bidder: RDK Truck Sales

Federal I.D. Number: 81-0997870

A Corporation of the State of: Florida

Area Code: 813 Telephone Number: 241-0711

Area Code: 813 FAX Number: 241-0414

Mailing Address: 3214 Adamo Dr

City/State/Zip: Tampa, Fl 33605

Vendor Mailing Date: 2-8-19

E-Mail Address: Joanie@RDK.com

Joanie Beckwith
Authorized Signature

Joanie Beckwith
Name Typed

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BID NO. 011-2515-19/IT
TRUCK RENTALS
BID FORM

To All Bidders:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for. When submitting more than one bid proposal price for this product and/or service, indicate how many individual and/or combination item(s) are to be tabulated and considered. Attach a separate sheet for each.

Basis of Award: It is the intent of the City to award up to three vendors that submit the lowest priced responsive and responsible bid per item; it is the intent of the City to place orders with the lowest priced vendor per line item. Individual line item awards will be extended to the vendor offering the lowest monthly rental rate for the truck required. The lowest priced vendor will be designated as the primary vendor per line item; the next low vendor will be designated as the secondary vendor per line item; and the third low vendor will be designated as the tertiary vendor per line item.

Vendors shall attach a list of all rental trucks offered. List shall include, but not be limited all the information requested below for items.

ITEM 1 **RENTAL OF 26 - 35 CUBIC YARD AUTOMATIC SIDE LOADER REFUSE COMPACTOR TRUCK WITH JOYSTICK**

MONTHLY RENTAL RATE: 6500.00 per vehicle

DELIVERY CHARGE: 500.00 per vehicle

PICK-UP FEE: 500.00 per vehicle

CHASSIS DEALER SERVICE LOCATION: Riviera Beach @ RDK South

BODY DEALER SERVICE LOCATION: Riviera Beach @ RDK South

COMPANY NAME: RDK Truck Sales

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BID NO. 011-2515-19/IT
TRUCK RENTALS
BID FORM (CONT'D.)

ITEM 2 **RENTAL OF ROLL OFF (CAB OVER OR CONVENTIONAL)**

MONTHLY RENTAL RATE: 6500.00 per vehicle

DELIVERY CHARGE: 500.— per vehicle

PICK-UP FEE: 500.— per vehicle

CHASSIS DEALER SERVICE LOCATION: Riviera Beach @ RDK South

BODY DEALER SERVICE LOCATION: Riviera Beach @ RDK South

ITEM 3 **RENTAL OF 26 - 35 CUBIC YARD COMMERCIAL FRONT LOAD**

MONTHLY RENTAL RATE: 6500.00 per vehicle

DELIVERY CHARGE: 500.00 per vehicle

PICK-UP FEE: 500.00 per vehicle

CHASSIS DEALER SERVICE LOCATION: Riviera Beach @ RDK South

BODY DEALER SERVICE LOCATION: Riviera Beach @ RDK South

COMPANY NAME: RDK TRUCK SALES

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BID NO. 011-2515-19/IT
TRUCK RENTALS
BID FORM (CONT'D.)

ITEM 4 RENTAL OF 22 - 31 CUBIC YARD CHERRY PICKER

MONTHLY RENTAL RATE: 6500.00 per vehicle

DELIVERY CHARGE: 500.00 per vehicle

PICK-UP FEE: 500.00 per vehicle

CHASSIS DEALER SERVICE LOCATION: Riviera Beach RDK South

BODY DEALER SERVICE LOCATION: Riviera Beach RDK South

28yd

ITEM 5 RENTAL OF 30-40 YARD TRASH HAULER BODY REFUSE TRUCK

Gross Vehicle Weight (GVW): 66,000 K

MONTHLY RENTAL RATE: 6500.00 per vehicle

DELIVERY CHARGE: 500.00 per vehicle

PICK-UP FEE: 500.00 per vehicle

CHASSIS DEALER SERVICE LOCATION: Riviera Beach RDK South

BODY DEALER SERVICE LOCATION: Riviera Beach RDK South

COMPANY NAME: RDK TRUCK SALES

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BID NO. 011-2515-19/IT
TRUCK RENTALS
BID FORM (CONT'D.)

ITEM 6 **RENTAL OF 27 – 30 CUBIC YARD REAR LOADER REFUSE TRUCK WITH 2 CART TIPPERS**

Gross Vehicle Weight (GVW): 66,000K

MONTHLY RENTAL RATE: 6500.00 per vehicle

DELIVERY CHARGE: 500.00 per vehicle

PICK-UP FEE: 500.00 per vehicle

CHASSIS DEALER SERVICE LOCATION: Riviera Beach RDK South

BODY DEALER SERVICE LOCATION: Riviera Beach RDK South

RDK Truck Sales
COMPANY NAME

Joanie Beckwith
SIGNATURE OF AUTHORIZED OFFICIAL

Joanie Beckwith
PRINTED NAME OF AUTHORIZED OFFICIAL

(813) 241-0711
TELEPHONE NUMBER

Rental Coordinator
TITLE

(813) 241-0414
FAX NUMBER

Joanie@RDK.com
E-MAIL ADDRESS

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
County of Hillsborough)
Emily Steffanic, being first duly sworn, deposes and says that:

1) He is Rental Coordinator (Title) of RDK Truck Sales (Name of Corporation or Firm), the bidder that has submitted the attached bid:

2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Said bid is genuine and is not a collusive or sham bid;

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) **The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.**

(Signed) Joanne Beckwith

(Title) Rental Coordinator

Subscribed and sworn to before me

This 8 day of Feb, 20 19

My commission expires

EMILY STEFFANIC
State of Florida-Notary Public
Commission # GG 224196
My Commission Expires
June 03, 2022

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a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

RDK Truck Sales

COMPANY NAME

Joanie Beckwith

SIGNATURE

Joanie Beckwith

PRINT NAME

Rental Coordinator

TITLE

STATEMENT OF NO BID

If you are not bidding this service/commodity, please complete and return this form to: PROCUREMENT SERVICES, City of Boynton Beach, 3301 Quantum Blvd., Suite 101, Boynton Beach, FL 33426

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Boynton Beach.

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid on your Bid No.: **011-2515-19/IT** to **"TRUCK RENTALS"** because of the following reasons:

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

_____

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: March 19, 2019

NATURE OF AGENDA ITEM	☐	OPENINGS	☐	PUBLIC HEARING
	☐	OTHER	☐	CITY MANAGER'S REPORT
	☐	ANNOUNCEMENTS/PRESENTATIONS	☐	UNFINISHED BUSINESS
	☐	ADMINISTRATIVE	☐	NEW BUSINESS
	☐	CONSENT AGENDA	☐	LEGAL
	☒	BIDS AND PURCHASES OVER $100,000	☐	FUTURE AGENDA ITEMS
	☐	CODE COMPLIANCE AND LEGAL SETTLEMENTS		

REQUESTED ACTION BY CITY COMMISSION: Award Bid No. 011-2515-19/IT to lowest responsive and responsible bidders, RDK Truck Sales of Tampa, Florida as Primary Vendor for Items 1, 2, 3, 5 and 6 and as Tertiary Vendor for Item 4; GT Supplies of Riviera Beach, Florida as Primary Vendor for Item 4; and Petersen Industries of Lake Wales, Florida as Secondary Vendor for Item 4, for Truck Rentals, in the estimated annual amount of $100,000.00. The initial contract period starts on the date of award and terminates two years from that date contingent upon receipt and approval of insurance. The bid allows for three (3) one-year renewals contingent upon mutual approval and determination that renewal is in the City's best interest.

EXPLANATION OF REQUEST: The purpose of this contract is to establish firm fixed prices for the rental of trucks that will be used by the Solid Waste Division for all operational functions on an as needed basis per the specifications and requirements as defined within the bid documents. It is intent of the City to place order with the lowest priced bidder, designated as the Primary Vendor; the next low bidder will be designated as the Secondary Vendor, and the next lowest bidder as Tertiary Vendor. Purchase Orders issued under the Secondary and Tertiary award will be issued when the Primary Vendor or Secondary Vendor voluntarily defers the Work, when the Primary Vendor or Secondary Vendor is unable to perform or when the City determines that the Primary or Secondary Vendor's maximum service capacity has been reached (based upon outstanding City Purchase Orders) and additional service capacity is still needed by the City to meet City's service timeframes.

In the next 12 months, it is anticipated that the Public Works Department will use this contract for approximately $100,000 worth of truck rentals.

On February 11, 2019, the City opened four (4) submittals to this Bid. All four (4) submittals were deemed responsive to the requirements of the Bid.

In accordance with the terms and conditions of the Bid, the City reserves the right to make multiple awards for this Bid and to award to the vendor(s) whose bid represents the most advantageous bid to the City, price and other factors considered. Awards may be made to a maximum of three (3) responsive, responsible bidders on an item-by-item basis or for all items, whichever is in the City's best interest.

The Items will be awarded as per the table below:

Item 1 - 26-35 CY Side loader	RDK Truck Sales (Primary Vendor)
Item 2 - Roll Off	RDK Truck Sales (Primary Vendor)
Item 3 - 26-35 CY Front loader	RDK Truck Sales (Primary Vendor)
Item 4 - 22-31 CY Cherry Picker	GT Supplies (Primary Vendor)
	Petersen Industries (Secondary Vendor)
	RDK Truck Sales (Tertiary Vendor)
Item 5 30-40 YD Trash Hauler/Refuse Truck	RDK Truck Sales (Primary Vendor)
Item 6 – 27-30 CY Rear Loader Refuse Truck	RDK Truck Sales (Primary Vendor)

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Implementation of truck rental contract will provide the Solid Waste Division the flexibility to utilize rental trucks as needed during times of equipment failure or during a post storm event.

FISCAL IMPACT:
This item is budgeted in the Solid Waste fund through account #431-2515-534.49-17

ALTERNATIVES: Reject all bids received. Resolicit the requirement.

STATEMENT OF NO BID

If you are not bidding this service/commodity, please complete and return this form to: PROCUREMENT SERVICES, City of Boynton Beach, 3301 Quantum Blvd., Suite 101, Boynton Beach, FL 33426

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Boynton Beach.

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid on your Bid No.: **011-2515-19/IT** to **"TRUCK RENTALS"** because of the following reasons:

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

_____

The City of Boynton Beach

PROCUREMENT SERVICES
P.O. BOX 310
BOYNTON BEACH, FLORIDA
33425-0310
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316

March 21, 2019

RDK Truck Sales
3214 Adamo Dr.
Tampa, FL. 33605

RE: **"TRUCK RENTALS"**
BID #: 011-2515-19/IT

CONTRACT PERIOD: MARCH 20, 2019 THRU MARCH 19, 2021

Dear Joanie Beckwith:

At the Commission meeting on March 19, 2019, the BID for **"TRUCK RENTALS"** was awarded to your company for the following items:

Primary Vendor
Item 1
Item 2
Item 3
Item 5
Item 6

Tertiary Vendor
Item 4

A Blanket Purchase Order will be issued to your company.

We would like to thank you for responding to this Bid. If you have any questions regarding this Bid, please contact Michael Dauta, Acting Purchasing Manager, at dautam@bbfl.us

Sincerely,

Tim Howard
Assistant City Manager, Administrative Services

Enclosure: Tabulation Sheet

7.A.
Consent Bids and Purchases Over $100,000
2/1/2022

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 2/1/2022

Requested Action by Commission: Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for February 1, 2022 - "Request for Extensions and/or Piggybacks."

Explanation of Request:
As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggy-back governmental contracts. Options to extend or renew are noted in the "Agenda Request Item" presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
RDK Truck Sales	Truck Rentals for Solid Waste Division	COBB Bid No. 011-2515-19/IT	March 20, 2022 - March 19, 2023	Annual Estimated Expenditure $100,000
Clean Space, Inc. formerly Kelly Janitorial Systems, Inc.	Janitorial Services for City Municipal Buildings and Facilities (REBID)	COBB Bid No. 010-2511-19/IT	March 1, 2022 - February 28, 2023	Annual Estimated Expenditure $250,000

How will this affect city programs or services?
This renewal report will be used for those solicitations, contracts/agreements and piggy-backs that are renewed/extended with the same terms and conditions and pricing as the initial award.

Fiscal Impact:
Funds have been budgeted under line items as noted on the attached report.

Alternatives: Not approve renewals and require new solicitations to be issued.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
	Attachment	Attachment
	Attachment	Renewal Interest Letter - RDK Truck Rentals - 2022-2023
	Attachment	Renewal Interest Letter - Clean Space, Inc.- 2022-2023

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: March 19, 2019

NATURE OF AGENDA ITEM	☐	OPENINGS	☐	PUBLIC HEARING
	☐	OTHER	☐	CITY MANAGER'S REPORT
	☐	ANNOUNCEMENTS/PRESENTATIONS	☐	UNFINISHED BUSINESS
	☐	ADMINISTRATIVE	☐	NEW BUSINESS
	☐	CONSENT AGENDA	☐	LEGAL
	☒	BIDS AND PURCHASES OVER $100,000	☐	FUTURE AGENDA ITEMS
	☐	CODE COMPLIANCE AND LEGAL SETTLEMENTS		

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EXPLANATION OF REQUEST: The purpose of this contract is to establish firm fixed prices for the rental of trucks that will be used by the Solid Waste Division for all operational functions on an as needed basis per the specifications and requirements as defined within the bid documents. It is intent of the City to place order with the lowest priced bidder, designated as the Primary Vendor; the next low bidder will be designated as the Secondary Vendor, and the next lowest bidder as Tertiary Vendor. Purchase Orders issued under the Secondary and Tertiary award will be issued when the Primary Vendor or Secondary Vendor voluntarily defers the Work, when the Primary Vendor or Secondary Vendor is unable to perform or when the City determines that the Primary or Secondary Vendor's maximum service capacity has been reached (based upon outstanding City Purchase Orders) and additional service capacity is still needed by the City to meet City's service timeframes.

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Item 3 - 26-35 CY Front loader	RDK Truck Sales (Primary Vendor)
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	Petersen Industries (Secondary Vendor)
	RDK Truck Sales (Tertiary Vendor)
Item 5 30-40 YD Trash Hauler/Refuse Truck	RDK Truck Sales (Primary Vendor)
Item 6 – 27-30 CY Rear Loader Refuse Truck	RDK Truck Sales (Primary Vendor)

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Implementation of truck rental contract will provide the Solid Waste Division the flexibility to utilize rental trucks as needed during times of equipment failure or during a post storm event.

FISCAL IMPACT:
This item is budgeted in the Solid Waste fund through account #431-2515-534.49-17

ALTERNATIVES: Reject all bids received. Resolicit the requirement.

TRUCK RENTALS

RFP DUE DATE: February 11, 2019
RFP DUE TIME: 2:30 P.M.
RFP No.: 011-2515-19/IT

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

	VENDORS	Business Name: Environmental Products Group Address: 2525 Clacona Rd Apopka, FL 32703 Tel: 561-719-1395 Email: phart@myepg.com	Business Name: GT Supplies, Inc. Address: 7010 Barbour Road Riviera Beach, FL 33407 Tel: 561-881-8101 Email: tr@gtsupplies.com	Business Name: Petersen Industries Address: 4000 S.R. 60 West Lake Wales, FL 33859 Tel: 863-676-1493 Email: mfiler@petersenind.com	Business Name: RDK Truck Sales Address: 3214 Adamo Dr. Tampa, FL 33605 Tel: 813-241-0711 Email: joanie@rdk.com
ITEM 1: RENTAL OF 26 - 35 CUBIC YARD AUTOMATIC SIDE LOADER REFUSE COMPACTOR TRUCK WITH JOYSTICK	MONTHLY RENTAL RATE:	No-Bid	No-Bid	No-Bid	$6,500.00
	DELIVERY CHARGE:	No-Bid	No-Bid	No-Bid	$500.00
	PICK-UP FEE:	No-Bid	No-Bid	No-Bid	$500.00
ITEM 2: RENTAL OF ROLL OFF (CAB OVER OR CONVENTIONAL)	MONTHLY RENTAL RATE:	No-Bid	No-Bid	No-Bid	$6,500.00
	DELIVERY CHARGE:	No-Bid	No-Bid	No-Bid	$500.00
	PICK-UP FEE:	No-Bid	No-Bid	No-Bid	$500.00
ITEM 3: RENTAL OF 26 - 35 CUBIC YARD COMMERCIAL FRONT LOAD	MONTHLY RENTAL RATE:	No-Bid	No-Bid	No-Bid	$6,500.00
	DELIVERY CHARGE:	No-Bid	No-Bid	No-Bid	$500.00
	PICK-UP FEE:	No-Bid	No-Bid	No-Bid	$500.00
ITEM 4: RENTAL OF 22 - 31 CUBIC YARD CHERRY PICKER	MONTHLY RENTAL RATE:	$8,500.00	$6,000.00	$6,000.00	$5,500.00
	DELIVERY CHARGE:	$750.00	$0.00	$566.00	$500.00
	PICK-UP FEE:	$750.00	$0.00	$566.00	$500.00
ITEM 5: RENTAL OF 30-40 YARD TRASH HAULER BODY REFUSE TRUCK	MONTHLY RENTAL RATE:	No-Bid	No-Bid	No-Bid	$6,500.00
	DELIVERY CHARGE:	No-Bid	No-Bid	No-Bid	$500.00
	PICK-UP FEE:	No-Bid	No-Bid	No-Bid	$500.00
ITEM 6: RENTAL OF 27 – 30 CUBIC YARD REAR LOADER REFUSE TRUCK WITH 2 CART TIPPERS	MONTHLY RENTAL RATE:	No-Bid	No-Bid	No-Bid	$6,500.00
	DELIVERY CHARGE:	No-Bid	No-Bid	No-Bid	$500.00
	PICK-UP FEE:	No-Bid	No-Bid	No-Bid	$500.00
	COMMENTS:				Item 5 & 6 Gross Vehicle Weights both 66,000k

Opened and tabulated by: Eric Marmer, 2/11/19
Witnessed by: I. Triestman

The City of Boynton Beach

Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

March 17, 2021

RDK Truck Sales
3214 Adamo Drive
Tampa, FL 33605

ATTN: Joanie Beckwith

VIA E-MAIL TRANSMITTAL: joanie@rdk.com

BID: TRUCK RENTALS

BID No.: 011-2515-19/IT

NEW BID TERM: ***MARCH 20, 2021 through MARCH 19, 2022***

Dear Ms. Beckwith:

On March 16, 2021, the City Commission approved the one-year extension to the Bid for "TRUCK RENTALS". The new expiration date is March 19, 2022.

Thank you for agreeing to renew and we look forward to working with RDK Truck Sales for another year. If you have any questions, please do not hesitate to call Julie Alibrandi at (561) 742-6318.

Sincerely,

Mara Frederiksen
Director of Financial Services

c: Kristeena Pinto, Purchasing Manager
Davidson Monestime, Solid Waste Manager
Adrianna Greco-Arencibia, Assistant to Director PW

jma

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

February 7, 2022

Joanie Beckwith
RDK Truck Sales
3214 Adamo Drive
Tampa, FL 33605

VIA EMAIL TRANSMITTAL TO: joanie@rdk.com

BID: TRUCK RENTALS

BID No.: 011-2515-19/IT

AGREEMENT TERM: *MARCH 20, 2022 – MARCH 19, 2023*

Dear Ms. Beckwith:

The current agreement term for "**TRUCK RENTALS**" expires March 19, 2022.

At the Commission Meeting of February 1, 2022, the City Commission approved the one-year agreement renewal for Truck Rentals to RDK Truck Sales.

The City of Boynton Beach looks forward to working with RDk Truck Sales. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator by email to prattt@bbfl.us or at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

Cc: Adrianna Greco-Arencibia, Assistant to Director PW

tp

The City of
Boynton Beach

Boynton Beach, Florida 33425-0310
FAX: (561) 742-6316
Boynton Beach, FL 33435
P.O. Box 310

May 1, 2023

Joanie Beckwith
RDK Truck Sales
3214 Adamo Drive
Tampa, FL 33605

VIA EMAIL TRANSMITTAL TO: joanie@rdk.com

BID: TRUCK RENTALS

BID No.: 011-2515-19/IT

CURRENT AGREEMENT TERM: *MARCH 20, 2022 – MARCH 19, 2023*

Dear Ms. Beckwith:

The current agreement term for "**TRUCK RENTALS**" expires March 19, 2023.

The agreement allows for three (3) additional one (1) year extensions. The City of Boynton Beach would like to extend the bid for its 3rd renewal for an additional one-year period with the same terms, conditions, with the option to accept adjustment in cost increases.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen

Mara Frederiksen

Director of Financial Services

Cc: Adrianna Greco-Arencibia, Assistant to Director PW
Paul Iaia, Soild Waste Manager

tp

The City of Boynton Beach

Boynton Beach, Florida 33425-0310
Telephone (561) 742-6010
FAX: (561) 742-6016
Boynton Beach, FL 33435
P.O. Box 310

May 1, 2023

BID: TRUCK RENTALS

BID No.: 011-2515-19/IT

Agreement between the CITY OF BOYNTON BEACH and RDK Truck Sales.

AGREEMENT RENEWAL TERM: ***MARCH 20, 2023 – MARCH 19, 2024***

X Yes, I agree to renew the existing agreement for an additional one-year term, under the same terms and conditions with the option to accept adjustments in cost increases.

_____ No, I do not wish to renew the bid for the following reason(s) _____

RDK TRUCK SALES
NAME OF COMPANY

Joanie Beckwith
NAME OF REPRESENTATIVE
(please print)

5/5/2023
DATE

Joanie Beckwith
E-MAIL

Joanie Beckwith
SIGNATURE

Executive Assistant.
TITLE

813-210-1948
(AREA CODE) TELEPHONE NUMBER

RDK
ASSETS, Inc.

Toll-Free: 1-888-735-8789
3214 Adamo Dr.
Tampa, FL. 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

March 13, 2023

The City of Boynton Beach

Boynton Beach Fl 33435

RDK is pleased to propose the following rental quote in lieu of the previous monthly bid amounts.

Due to the sparsity of trucks and the major increase in costs of chassis, bodies & insurance in our industry RDK is requesting the option to continue the renewal of the BID NO. 011-2515-19/IT at these current monthly rates.

RDK is currently proposing the following monthly amounts for these trucks.

Rental of 26-35 cubic yard ASL $8500.00 per month

Rental of Roll-Off $8000.00 per month

Rental of 26-35 cubic yard front load $8500.00 per month

Rental of 22-31 cubic yard cherry picker (Grapple) $8000.00 per month

Rental of 28 yard Trash Hauler Rear loader $8000.00 per month

The freight remains the same rate of $500.00 delivery and $500.00 pick up charges per vehicle.

JOANIE BECKWITH

Joanie Beckwith

Assistant to Richard Kemner, VP

RDK Inc.

813-241-0711 wk

813-210-1948 cell

joanie@rdk.com