



CITY OF DELRAY BEACH

100 NW 1st AVENUE, DELRAY BEACH, FL 33444

BID No. 2014-07

PLUMBING SERVICES AND REPAIRS ANNUAL CONTRACT

**MAYOR
VICE MAYOR
DEPUTY VICE MAYOR
COMMISSIONER
COMMISSIONER
CITY MANAGER**

**- CARY D. GLICKSTEIN
- AL JACQUET
- SHELLY E. PETROLIA
- ANGELETA GRAY
- ADAM FRANKEL
- LOUIE CHAPMAN, JR.**

Purchasing Division ♦ Finance Department ♦ (561) 243-7161/7163 ♦ Fax (561) 243-7166

CITY OF DELRAY BEACH



INVITATION TO BID

BID No. 2014-07

PLUMBING SERVICES AND REPAIRS Annual Contract

Table of Contents

Invitation To Bid	1
General Conditions, Instructions and Information	2 - 5
Indemnity / Hold Harmless Agreement	6
Time of Silence	7
Insurance Requirements	8
Insurance For Sample	9
Standard Form Of Agreement (Sample)	10 - 14
Corporate Acknowledgment	15
Certificate (If Corporation)	16
Specification	17 - 19
Schedule of Pricing	20 - 21
Drug Free Workplace Certification	22
References	23
Bid Signature Form	24
Check List	25
Statement of No Bid	26
Attachment "A" Previous Bid Tabulation	27

CITY OF DELRAY BEACH

INVITATION TO BID

PURCHASING OFFICE
(561) 243-7161/7163 Fax: (561) 243-7166

100 N.W. 1st AVENUE
DELRAY BEACH, FL 33444

BID No: 2014-07

DATE: September 30, 2013

TITLE: Plumbing Services and Repairs – Annual Contract

BIDS MUST BE RECEIVED ON OR BEFORE: WEDNESDAY, October 23, 2013 @ 11:00 A.M. at which time all bids will be publicly opened and read.

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

PURPOSE: It is the purpose and intent of this Invitation to secure bids for item(s) and/or services as listed herein for the City of Delray Beach, Florida, hereinafter called the CITY.

SEALED BIDS: Sealed bids will be received in the Purchasing Office until the date and time as indicated above. Bids will be opened publicly in City Hall and all bidders and general public are invited and encouraged to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the City of Delray Beach, Purchasing Office, 100 NW First Avenue, Delray Beach, Florida 33444. Outside of envelope shall plainly identify bid by: **BID NUMBER, TITLE, AND DATE OF BID OPENING**

There will be no pre-bid conference held for this Invitation to Bid. Questions regarding this solicitation must be received in writing via fax 561-243-7166 or email to nadal@mydelraybeach.com.

No questions received after THURSDAY, October 17, 2013 at 2:00 P.M. will be addressed.

OPENING: It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Office on or before the closing date and hour as shown above.

RETURN ONE (1) ORIGINAL AND ONE (1) COPY OF REQUIRED BID SHEETS. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

Copies of the specifications may be downloaded from www.DemandStar.com, phone (800) 711-1712, or may be obtained in hard copy from the Purchasing Office, City Hall, 100 N.W. 1st Avenue, Delray Beach, Florida, 33444.

AWARD: The City reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids, to reject any and all bids in whole or in part, with or without cause, and/or to accept bids that in its judgment will be for the best interest of the City, as further stated in Paragraph 16 of General Conditions.

All service/work performed shall be in accordance with the Contract Documents pertaining thereto, which may be examined at the office of the Purchasing Division, 100 N.W. 1st Avenue Delray Beach, Florida, 33444. Call Purchasing at 561-243-7161 for information.

****The City of Delray Beach, Florida reserves the right to accept and/or reject any and all proposals, to waive informalities, to re-advertise and to award the Contract in its best interest.**

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

1. SUBMISSION AND RECEIPT OF BIDS:

- A. Bids, to receive consideration, must be received prior to the specified time of opening as designated in the invitation.
- B. Unless otherwise specified, bidders MUST complete all questions and price blanks in the spaces provided in this Invitation to Bid. Failure to do so may cause your bid to be rejected. However, you may attach supplemental information.
- C. Bids having any erasures or corrections MUST be initialed by bidder in ink. Bids shall be signed in ink. All prices shall be typewritten or filled in with pen and ink.
- D. All bids MUST be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his/her signature.

2. QUANTITIES OR USAGE: Whenever a bid is solicited seeking a source for a specified time for materials or services in the quantities or usage shown, these quantities is estimated only. No guarantee or warranty is given or implied by the City of Delray Beach as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders' information only and will be used for tabulation and presentation of bid.

3. PRICES:

- A. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of opening unless otherwise stated by the City or bidder.
- B. Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price(s) quoted will govern.
- C. Consideration in awarding bids for term contracts will be given first to bidder offering firm prices subject to market price reduction and second to bidder offering firm prices for full contract period. If at any time during the period of this contract, the City of Delray Beach is able to purchase the items and/or services at prices less than our contract price, the successful bidder shall meet these prices and in the event of his failure to do so, the City of Delray Beach may negotiate for a new contract on the open market.
- D. The City reserves the right to purchase items on state contract if such items can be obtained on the same terms, conditions, specifications and in the best interest of the City.
- E. Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

4. DELIVERY:

- A. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid.
- B. Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified on bid form.

5. BRAND NAMES: If and whenever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or make, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product within his bid and to prove to the City that such product is equal to that specified.

6. QUALITY: All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

7. **SAMPLES:** Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at bidder's expense.
8. **ACCEPTANCE:** The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the seller's expense.
9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the City of Delray Beach may procure the article or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.
10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and seller agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.
11. **SAFETY STANDARDS:** Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.
12. **MANUFACTURER'S CERTIFICATION:** The City of Delray Beach reserves the right to request from bidders separate manufacturer certification of all Statements made in the proposal.
13. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Manager and/or City Commission of the City of Delray Beach and in case of default on the part of the bidder or contractor after such acceptance, the City of Delray Beach may take such action as it deems appropriate including legal action for damages or specific performance.
14. **LIABILITY, INSURANCE, LICENSES AND PERMITS:**
- A. **PERMITS:** Where bidders are required to perform work on City structure(s) or property as a result of bid award, the City will waive the cost for permits. Contractor shall pay for permits for all other work.
- LIABILITY INSURANCE:** The City prefers the insurance and bonding companies have a BEST Rating no less than A-, VII or better. If you have any questions regarding the City's Insurance and/or Bond requirements, please contact the City's Risk Management Office at (561) 243-7150. See page eight (8) for Insurance Requirements. A "sample" certificate has been attached.
15. **LICENSES AND PERMITS:**
- A. **LICENSES:** Proposer's, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of the RFP receipt. The proposal of any Proposer that is not fully licensed and certified shall be rejected.
- The successful bidder shall pay a City business tax. All bidders should include a copy of their business tax receipts with their bid. All perspective bidders must be in compliance with all local, State and Federal laws. No perspective bidder may have any outstanding fines or liens placed against it by the City. If you have not provided a business tax receipt to the City of Delray Beach you MUST do so before a purchase order will be issued. **Contact Donna Porter @ 561-243-7209 for additional information.**

16. SPECIFICATIONS:

- A. For purposes of evaluation, bidder must indicate any variances from our specifications and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications.
- B. Any omissions of detail specifications stated herein that would render the material/service from use as specified will not relieve the bidder from responsibility.
- C. The issuance of an **addendum(s)** is the only official method whereby interpretation, clarification, changes or additional information is provided by the City. It shall be the sole responsibility of each bidder, during and prior to Bid submittal to determine if addendum(s) were issued to any particular ITB and to obtain a copy of said addendum(s) from **demandstar.com** or by contacting the **Purchasing Department @ (561) 243-7161 or 7163**.

NOTE: The City will make every effort to notify registered bidders by email that an addendum has been made to the Bid. The City shall not be responsible for providing notice of addenda to potential bidders who received a Bid package from other sources.

- 17. AWARD OF CONTRACT:** The City of Delray Beach reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 18. TAXES:** The City of Delray Beach is exempt from any sales tax imposed by the State and/or Federal Government. Exemption certificates certified upon request. State Sales Tax Exemption Certificate No. **85-8012621559C-4** appears on each purchase order.

- 19. FAILURE TO BID:** If you do not bid, return "Statement of No Bid Form" and state reason. Otherwise, **YOUR NAME "MAY" BE REMOVED FROM OUR MAILING LIST.**

- 20. EXCEPTIONS TO CONDITIONS, 1 THRU 18 (Boiler Plate):** Any time Bid Specifications differ from the General Conditions, Bid Specifications and Special Provisions will prevail.

- 21. RENEWAL:** The City Commission or their designee (i.e. City Manager) may renew the contract, at the same terms, conditions, and prices, **TWO** consecutive term(s) of **ONE** year(s) subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

- 22. TERMINATION:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.

23. ANTI-COLLUSION:

- A. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
- B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

24. CONFLICT OF INTEREST:

- A. Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or

B. The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10) or more in the bidder's firm or any of its' branches.

25. **CITY POLICIES:** Awarded contractor shall comply with the City of Delray Beach Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Delray Beach Human Resources Division. Violations of these policies may result in cancellation/termination of the contract.
26. **NON-DISCRIMINATION:** The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.
27. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
28. **PUBLIC RECORDS:** Contractor shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Contractor agrees to:
- a) Keep and maintain all records that ordinarily and necessarily would be required by the City.
 - b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Contractor at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Contractor.
29. **BID PROTEST:** The time limit for filing a protest is **five (5) calendar days** from the date that the RFQ or RFQ award recommendation is made and posted in City Hall. A protest will only be considered to have merit if it can be proven that an action or lack of action by the City gave a bidder an unfair competitive advantage.

In order to be considered, protest concerning the bid, RFP or RFQ solicitation or award must be filed in writing with the Purchasing Officer and may only be filed by the bidders who may be aggrieved the solicitation or award.

Protest shall be addressed to:

City of Delray Beach
Purchasing Manager
100 NW 1st Avenue
Delray Beach, FL 33444

INDEMNITY/HOLD HARMLESS AGREEMENT

Contractor shall, in addition to any other obligation to indemnify the City of Delray Beach Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Delray Beach, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there-from, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Delray Beach to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

Contractor's Name _____ **Signature** _____

CONE OF SILENCE

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this RFP, which provides as follows:

Sec. 2-355. Cone of silence.

- (a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
- (1) Any person or person's representative seeking an award from such competitive solicitation; and
 - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- (b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- (c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- (d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- (e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- (f) **The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.**
- (g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

Contractor's Name _____ Signature _____ Date _____

INSURANCE REQUIREMENTS

A. GENERAL

During the term of the contract with the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below.

B. COVERAGE

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal Laws. In addition, the policy must include Employer's Liability with a limit of \$100,000 each accident.
2. Comprehensive General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
 - a) Minimum limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) Premises and/or Operations.
 - c) Independent Contractors.
 - d) Products and/or Completed Operations.
 - e) No exclusion for Underground, Explosion or Collapse hazards.
3. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:
 - a) Minimum Limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) Owned Vehicles.
 - c) Hired and Non-Owned Vehicles.
 - d) Employer Non-Ownership.
4. Certificate of Insurance - Certificates of all insurance evidencing the insurance coverage specified in the previous Insurance Administrator prior to commencement of work. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this bid and section and the above paragraphs in accordance with which such insurance is being furnished, and shall state that such insurance is required by such paragraphs of this contract. The successful bidder will include the City of Delray Beach as additional insured. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration. Also, under the Cancellation section of the Insurance Certification the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" shall be crossed out as indicated on the attached "**Sample of Insurance Certificate**".

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY)
PRODUCER Good Insurance, Inc. P.O. Box A-1 Best City, USA 00000				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Willing Workers Assoc. ABC Drive Anytown, USA 00001				INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:						
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
RSR ADD'L CTR. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC	GLP077604	01/01/10	01/01/11	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/DP AGG \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ALP077606	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	Sample			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA AGG \$ AUTO ONLY: AGG \$	
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WLP077606	03/01/10	03/01/11	WC STATUS: <input type="checkbox"/> TORY/LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS THIS INSURANCE APPLICABLE TO (state project) *CITY OF DELRAY BEACH IS ADDITIONAL INSURED - see attached endorsement.						
CERTIFICATE HOLDER CITY OF DELRAY BEACH 100 NW 1st AVENUE DELRAY BEACH, FL 33444				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

ACORD 25 (2001/08)

© ACORD CORPORATION 1986

STANDARD FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR

THIS AGREEMENT made this _____ day of _____, 20____, by and between the
CITY OF DELRAY BEACH (hereinafter called **CITY**) and _____
(hereinafter called **CONTRACTOR**).

WITNESSETH:

The **CITY** and the **CONTRACTOR** in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The undersigned **CONTRACTOR** hereby represents that he has carefully examined all Contract documents, and will perform the contractual requirements pursuant to all covenants and conditions.

2. The **CONTRACTOR**, as evidenced by the execution of this contract, acknowledges that it has examined the characteristics of the job requirements. The **CONTRACTOR** further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contracts requirements.

3. The contract between the **CITY** and the **CONTRACTOR** include the following documents which are attached hereto and incorporated herein by reference of the following:

CONTRACT DOCUMENTS

PAGE NUMBERS

Invitation to Bid	1
General Conditions, Instructions and Information	2 - 5
Indemnity/Hold Harmless Agreement	6
Cone of Silence	7
Insurance Requirements	8
Insurance form Samples	9
Standard Form of Agreement	10 -14
Corporate Acknowledgment	15
Certificate (If Corporation)	16
Specifications	17 -19
Schedule of Pricing	20 -21
Drug Free Work Place Certification	22
References	23
Bid Signature Form	24
Check List	25
Statement of No Bid	26
Attachment "A" Previous Tab Sheet	27

Addenda numbers _____ to _____, inclusive, and any modifications, including Change Orders, duly delivered after execution of this Agreement.

4. The term of this contract shall commence on the date indicated on the Notice to Proceed.

5. This agreement shall be governed by the laws of the State of Florida as Now and hereafter in force. The venue for actions arising out of this agreement shall be Palm Beach County, Florida.

6. All notices, requests, demands, and other given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to City: City of Delray Beach, FL
100 NW 1st Avenue
Delray Beach, FL 33444

As to CONTRACTOR:

7. The **CONTRACTOR** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this contract and, specifically, the **CONTRACTOR** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.

8. The **CITY** and the **CONTRACTOR** each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

9. In consideration of ten dollars (\$10.00) and other valuable consideration, the **CONTRACTOR** shall defend, indemnify and save harmless the **CITY**, its officers, agents

and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the **CITY**), recklessness or intentional wrongful misconduct of the **CONTRACTOR** and any persons employed or utilized by the **CONTRACTOR** in the performance of this Project. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the **CONTRACTOR**, his subcontractors, agents, servants or employees. **CONTRACTOR** further agrees to defend, indemnify and save harmless the **CITY** from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the **CITY** on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the **CITY** for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the **CONTRACTOR** to defend at his own expense or to provide for such defense, at the **CITY'S** option, any and all claims or liability and all suits and actions of every name and description that may be brought against the **CITY** which may result from the operations and activities under this Contract whether the construction operations be performed by the **CONTRACTOR**, his subcontractor or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

The **CITY** will pay to the **CONTRACTOR** the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Furthermore, the **CONTRACTOR** acknowledges that the bid price includes said consideration for the indemnification provision.

10. This Agreement shall be considered null and void unless signed by both the **CONTRACTOR** and the **CITY**.

11. The contract documents constitute the entire agreement between the **CITY** and the **CONTRACTOR** and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the
day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Cary D. Glickstein, Mayor

Approved as to form:

City Attorney

WITNESS:

CONTRACTOR:

BY: _____

(Print or type name and title)

(Print or type name and title)

(SEAL)

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (name of officer or agent, title of officer or agent), of _____ (state or place of incorporation) corporation, on behalf of the corporation.

He/She is (personally known to me) (or has produced identification) and has used his/her _____ (type of identification) as identification.

Signature of Person Taking
Acknowledgment

Name of Acknowledger Typed,
Printed or Stamped

CERTIFICATE

(If Corporation)

STATE OF FLORIDA)
) SS
COUNTY OF)
_____)

I **HEREBY CERTIFY** that a meeting of the Board of Directors of _____
_____, a corporation under the laws of the State of

_____ held on _____, 20__, the following resolution was duly
passed and adopted:

“**RESOLVED**”, that _____, as _____
President of the corporation, he/she is hereby authorized to execute the Agreement dated
_____, 20__, between the City of Delray Beach, Florida and this corporation, and
that his execution thereof, attested by the Secretary of the Corporation and with corporate seal
affixed, shall be the official act and deed of this corporation”.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official
seal of the corporation this _____ day of _____, 20__.

(Secretary)

(Seal)

CITY OF DELRAY BEACH SPECIFICATIONS

PLUMBING SERVICES AND REPAIRS Annual Contract BID # 2014-07

1. **PURPOSE:** The City of Delray Beach is seeking competitive bids for the City's general plumbing service and repairs at various City buildings located with the City of Delray Beach. The awarded Contractor shall furnish all labor, materials, and equipment for repair and/or selected new installations to complete all work necessary as specified by the City, and have the capability to service multiple locations at any given time. All materials shall be first grade products of reputable manufacturer, shall be installed in compliance with the standards of good workmanship and shall be required written approval by the City Public Works Department representative prior to installation.

2. **NOTICE OF AWARD:** It is and shall be understood and agreed that Contract shall be deemed to be awarded and validly entered into between the successful Bidder and the City when written notice has been given the awarded by the City through its authorized agent, and purchase order shall be issued to the Bidder covering same.

Contract shall be awarded to the Bidder who demonstrates compliance with bid specifications, capability to perform according to the terms of the Contract, and responsibility with current clients. Reference check, review of equipment, examination of financial stability, and personal interview will be considered together with price in the contract award.

3. **PRICE FOR SERVICE:**

- A. Hourly rate of labor
- B. Mark-up factor (%) over costs of materials

In **A**, bid hourly labor rate which shall **NOT** travel time to and from the work site. Bid on the hourly rate of labor for both a Plumbing Journeyman and Apprentice during working hours (7:30 a.m. thru 4:30 p.m., Monday – Friday) and the hourly rate of labor for both a Plumbing Journeyman and Apprentice for emergency calls after hours.

In **B**, bid on the percentage (%) mark-up over your cost for parts and materials. The City will pay for parts on a cost plus mark-up factor (%). The City reserves the right to check with Contractors source to confirm cost for parts and materials. Confirming price plus mark-up factor should equal invoice price for parts and materials. The percentage mark-up is being used to provide for fluctuations in market price for parts and material and to provide an equitable quantifiable invoicing system.

BOTH A & B MUST BE SUBMITTED FOR YOUR BID TO BE CONSIDERED RESPONSIVE

4. **QUANTITIES:** Quantities stated on bid Form (Schedule of Pricing) are estimates only. No guarantee is given as to the actual quantities that will be needed. Estimated quantities are based upon previous needs and estimated usage for a twelve (12) month period. Said estimated quantities shall be used for purposes of evaluating the low bidder meeting specifications by the City.
5. **FIRM PRICE:** The City requires a firm fixed price on unit prices (hourly rates and percentage) as bid for the contract period.
6. **CONTRACT TERM:** Term of contract shall be one (1) year from award of contract, on/or about **November 2013** and expiring one (1) year later. The City Commission or their designee (i.e. City Manager) may renew the contract, at the same terms, conditions, and price(s) for two (2) consecutive terms of one (1) year per paragraph #20 of General Conditions of this bid.
7. **MARKET CONDITIONS:** The City reserves the right to purchase on the open market should lower market prices prevail, at which time the seller shall have the option of meeting the lower price or relieve the City of any obligation previously understood.

8. **ORDER PLACEMENT:** After the award of contract to the successful bidder, the City reserves the right to utilize either of the following order placement methods:
- (a) Purchase order will be issued to the successful bidder throughout the contract period on an as-needed, when-needed, where-needed basis. Vendor must note the name of person placing order on delivery ticket.
- Or** (b) A blanket (open) purchase order will be issued to successful bidder for the City's anticipated annual dollar volume. Releases for partial delivery of services will be made against said blanket order. Vendor must note name of person placing order on delivery ticket.
9. **PERFORMANCE:** It is the intention of the City of Delray Beach to contract as specified herein from a source of supply that will give prompt and convenient service. Any failure of the successful bidder to comply with these conditions may be cause for terminating any resulting Contract immediately upon notice by the City.
10. **PERFORMANCE PROBATION PERIOD:** The successful awardee will immediately enter into a three (3) month probationary period upon contract award. During this time the awardees' performance will be closely scrutinized by City staff. If the awardees' performance fails to consistently meet the standards specified within the bid, his contract will be promptly cancelled. If his performance is acceptable, then he will be also notified and the contract will extend through the expiration date given in this bid. The City has the right to terminate the contract during the probationary period with or without cause, and this right shall be solely at the discretion of the City.
11. **ALTERNATES:** For purpose of Bid evaluation, Bidder(s) must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the Bid fully complies with the specifications, terms and conditions as stated.
12. **BACKGROUND INFORMATION:** The City reserves the right, before awarding the Contract, to require a Bidder to submit such evidence of his qualifications, as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.
13. **COMPETENCY OF BIDDERS:** Pre-award inspection of the Bidder's facility and/or a personal interview of up to three finalists may be made by designated City personnel prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid Invitation and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; have sufficient financial support, and equipment and organization, to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.
14. **DEFAULT OF CONTRACT:** The City may, by written notice to the successful bidder, terminate the Contract if the bidder has been found to have failed to perform his services in a manner satisfactory to the City as per specifications. The date of termination shall be stated in the notice. City shall be sole judge of non-performance.
15. **NEW PLUMBING WORK:** The successful bidder agrees to provide free estimates on new work, for budgetary purposes only, when requested by the City's Building Maintenance superintendent. For any new work the City of Delray Beach will provide drawings and detailed requirements that specify the scope of work. The City reserves the right to secure competitive bids from other contractors for selected new plumbing work for which the successful Contractor of this "Invitation to Bid" will be invited to submit a bid.
16. **PERMITS AND LICENSING:** All bidders should submit a copy of their City Plumbing License with their bid, or it will be assumed by the City that the successful bidder will secure a City Plumbing license within seven (7) calendar days' notice of award of contract.

The awarded bidder shall secure permits and arrange for plumbing inspection as required.

All work performed must be in compliance with the City of Delray Beach, Florida, Plumbing Code, and the National Plumbing Code, whichever is more stringent.

If after the awarded Contractor has completed the work and it is found upon inspection by the City's Building Maintenance Superintendent not to be satisfactorily completed, the Contractor will have a specified time, to be determined by the City's Building Maintenance Superintendent, to correctly complete the work. Upon completion the Contractor will request a final inspection of all work by the City's Building Maintenance Superintendent. If the Contractor fails or refuses to complete the work to the City's satisfaction, the city reserves the right to procure the services from another source and hold the Contractor responsible for any cost occasioned or incurred thereby.

Precautions will be exercised at all times for the protection of persons (including employees) and property. Barricades will be provided by the Contractor at Contractor's expense, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the City's representative.

17. **DEFAULT ON PRIOR CONTRACTS:** No proposal will be accepted from, nor will any Contract be awarded to, any person or firm which is in arrears to the City upon any debt or Contract, or which is a defaulter as surety or otherwise upon any obligation to the City, or who has failed to perform faithfully any previous Contract with the City.
18. **COMPLETION OF WORK:** All calls for work will be requested by the City's Building Maintenance Superintendent. **EXCEPTIONS:** Evenings or weekends for emergency work that cannot wait until the next working day.

Successful Contractor will be required to respond to routine call from the Building Maintenance Superintendent within eight (8) working hours after notification. Emergency calls shall be responded to immediately. No work shall be done on weekends or City's holidays unless specifically authorized by the City.
19. **BID QUOTATION SUBMITTALS:** All Bids must be submitted on the attached "Bid Form".
20. **INFORMATION:** For information regarding the submission or detailed specifications of this Invitation to Bid, please contact Patsy Nadal, Purchasing Manager, City of Delray Beach, via email: nadal@mydelraybeach.com or (561) 243-7161/7163.
21. **VENDOR SERVICE REPRESENTATIVE:** The Bidder shall submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the coordination of service. A contact for both regular work-hours and after-hours, weekends and holidays must be identified. This will become a part of the bid proposal and shall be understood and agreed.
22. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

SCHEDULE OF PRICING - A

PLUMBING SERVICE AND REPAIRS

Annual Contract

BID # 2014-07

Bidder must bid on all items to be considered. Failure to bid all items shall cause bidder's bid to be considered non-responsive. Bidder should NOT reference the words "No Charge", "N/C", "Included", etc. on any of the line items of this form. Failure to identify a monetary amount for each line item may cause bidder's bid response to be considered non responsive and rejected.

Plumbing Services Full Range – Installation, Maintenance and service Calls

HOURLY RATE OF LABOR – 7:30 A.M. thru 4:30 p.m., Monday - Friday

Item	LABOR	Total Estimated Hours of Labor Used Annually	x Hourly Rate	= Total Annual Labor Cost
" A "				
1.	<p>*Contractor provides one (1) <u>Journeyman Plumber</u> for each service call, with service truck.</p> <p>Plumbing Normal Hours Service call, maintenance and repair</p>	200 hours	x \$ _____	= \$ _____
2.	<p>*Contractor provides one (1) <u>Journeyman Plumber</u> for each service call, with service truck.</p> <p>Overtime-Emergency calls. Plumbing Nights/Weekends/Holidays</p>	20 hours	x \$ _____	= \$ _____
3.	<p><u>Apprentice Plumber</u></p> <p>Plumbing Maintenance & Repair Regular Hours</p>	12 hours	x \$ _____	= \$ _____
4.	<p><u>Apprentice Plumber</u></p> <p>Plumbing Maintenance & Repair Overtime-Emergency calls.</p>	4 hours	x \$ _____	= \$ _____

SCHEDULE OF PRICING - B

" B "	PERCENTAGE MARK-UP (PARTS AND MATERIALS)			
	TOTAL EST. AMOUNT SPENT ON MATERIALS ANNUALLY	MARK-UP PERCENTAGE PARTS/MATERIALS	PARTS/MATERIALS % \$\$	TOTAL ANNUAL MARK- UP FOR PARTS/MATERIALS Est. Amt. + %
5.	\$ 8,000.00	_____ %	\$ _____	= \$ _____
	Example Only: \$100.00	10 %	\$ 10.00	\$110.00
	GRAND TOTAL A & B (Items 1,2,3,4 and 5)			\$ _____

Vendor's Name _____ Signature _____

DRUG FREE WORKPLACE CERTIFICATION

PLUMBING SERVICES AND REPAIRS

Annual Contract

BID # 2014-07

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: 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 State 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.

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

- 1) This firm publishes 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) This firm informs 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) This firm gives 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), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will 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) This firm imposes a sanction on or requires 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) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Vendor's Name _____ **Signature** _____

REFERENCES

PLUMBING SERVICES AND REPAIRS

Annual Contract

BID # 2014-07

***Please complete this page or attach your reference page to this sheet.**

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Vendor's Name: _____



BID SIGNATURE FORM
PLUMBING SERVICES AND REPAIRS
Annual Contract
BID # 2014-07

PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR PROPOSAL)

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

*Name of Bidder (Firm Name as Registered with their State of origin)

Business Address: _____

Street Address (P.O. Box Address is not permitted)

City, State, Zip

Mailing Address: ☐ Check if Same as Business Address above

Street Address

City, State, Zip

Authorized Signature (Written)

Print Name and Title of Person Signing this Form

Date Telephone / Fax No.

Email Address of Authorized Signee:

VENDOR SERVICE REPRESENTATIVE FOR PLACEMENT OF ORDER

CONTACT NAME: _____

TELEPHONE: (_____) _____

EMAIL ADDRESS: _____

CITY OF DELRAY CHECK LIST

PLUMBING SERVICES AND REPAIRS Annual Contract BID # 2014-07

Vendor Name: _____

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Check List Form |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Bid Signature Form |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Schedule of Pricing (check for accuracy) |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Addenda Acknowledgement (if any) |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Indemnity/Hold Harmless Agreement |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Cone of Silence |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Proof of Insurance (including Worker's Comp & Auto) |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Drug Free Workplace Certification |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | References |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | City Business Tax License |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Statement of No Bid – (if not responding to this request) |

Thank you for your interest in the City of Delray Beach



STATEMENT OF NO BID

BID # 2014-07

If you are not bidding on this service/commodity, please complete and return this form to: City of Delray Beach Purchasing Department, 100 NW 1st Avenue, Delray Beach, Florida 33444.

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

VENDOR NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

Minority Owned Business: ☐ Black ☐ Hispanic ☐ Woman ☐ Other _____

We, the undersigned have declined to bid on Bid No. 2014-07 due to the following reason(s):

Please Check below:

- ☐ 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/Other: _____

SIGNATURE: _____

DATE: _____

ATTACHMENT "A"

PRIOR

**ATTACHMENT "A"
TAB SHEET**

Bid Opening: May 19, 2010
10:00 A.M.

CITY OF DELRAY BEACH
BID No. 2010-31
PLUMBING AND REPAIRS
ANNUAL CONTRACT

	Item Description	FARMER & IRWIN CORPORATION	SUPERIOR PLUMBING CONTRACTORS INC.	SERVICE AMERICA ENTERPRISE, INC.
GROUP I: HOURLY RATE OF LABOR				
A.	7:30 a.m. - 4:30 p.m., Monday - Friday			
1.	Plumber Journeyman (Rate per hour) (Rate per year est. @ 200 hrs.)	\$ 65.00 \$13,000.00	\$ 76.50 \$15,300.00	\$ 77.00 \$ 15,400.00
2.	Plumber Apprentice (Rate per hour) (Rate per year est. @ 20 hrs.)	\$ 55.00 \$1,100.00	\$ 48.60 \$972.00	\$ 45.00 \$ 900.00
B.	After Hours (Overtime-Emergency Calls)			
3.	Plumber Journeyman (Rate per hour) (Rate per year est. @ 12 hrs.)	\$ 65.00 \$780.00	\$ 114.75 \$1,377.00	\$ 115.50 \$ 1,386.00
4.	Plumber Apprentice (Rate per hour) (Rate per year est. @ 4 hrs.)	\$ 55.00 \$220.00	\$ 72.90 \$291.60	\$ 67.50 \$ 270.00
GROUP II: PERCENTAGE MARK-UP (PARTS AND MATERIALS)				
5.	Percentage mark-up	20%	10%	20%
	Amount per year est. @ 6,000 x mark-up %	\$ 1,200.00	\$ 600.00	\$ 1,200.00
	Amount per year est. @ 2,000 x mark-up %	\$ 400.00	\$ 200.00	\$ 400.00
6.	Total annual cost for materials(\$6,000) + mark-up	\$ 7,200.00	\$ 6,600.00	\$ 7,200.00
	Total annual cost for materials(\$2,000) + mark-up	\$ 2,400.00	\$ 2,200.00	\$ 2,400.00
GRAND TOTAL (Items 1, 2, 3, 4, and 6) \$ 6,000		\$ 22,300.00	\$ 24,540.60	\$ 25,156.00
GRAND TOTAL (Items 1, 2, 3, 4, and 6) \$ 2,000		\$ 17,500.00	\$ 20,140.60	\$ 20,356.00

