



# **CITY OF DELRAY BEACH**

100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

## **Bid 2016-014 Janitorial Supplies**

MAYOR	- CARY D. GLICKSTEIN
VICE MAYOR	- SHELLY PETROLIA
DEPUTY VICE MAYOR	- AL JACQUET
COMMISSIONER	- JORDANA JARJURA
COMMISSIONER	- MITCH KATZ
CITY MANAGER	- DONALD B. COOPER

Purchasing Department ♦ (561) 243-7163 ♦ [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com)

**CITY OF DELRAY BEACH  
INVITATION TO BID  
BID 2016-014**

<b>Title:</b>	<b>Janitorial Supplies</b>
<b>Vendor Name:</b>	

**Addenda Enclosed** \_\_\_\_\_ **thru** \_\_\_\_\_

**Submission Deadline: October 26, 2015 2:00 P.M.**

**Submissions Accepted Via: Mail or Electronic Submission at  
[www.BidSync.com](http://www.BidSync.com)**

**Submit to: City of Delray Beach  
Purchasing Division  
100 NW 1<sup>st</sup> Avenue  
Delray Beach, FL 33444**

**City of Delray Beach**

**Time Stamped In:**

# CITY OF DELRAY BEACH

## Bid 2016-014 Janitorial Supplies

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# CITY OF DELRAY BEACH

TEL: (561) 243-7161

FAX: (561) 243-7166

## PURCHASING DEPARTMENT

### INVITATION TO BID

**ITB NO: 2016-014**

**TITLE: Janitorial Supplies**

**ISSUE DATE: October 04, 2015      DEPARTMENT: Public Works**

**DUE DATE: October 26, 2015      TIME: 2:00 pm**

#### **INSTRUCTIONS**

**SCOPE OF SERVICES:** The City intends to secure a source for janitorial supplies for City facilities at the lowest responsive and responsible price. No guarantees or minimum quantities are implied. 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.

**PRE-BID CONFERENCE:** A pre-bid conference has been scheduled for 10:00 A.M. on October 13, 2015, in the City Hall 1<sup>st</sup> Floor Conference Room, 100 NW 1<sup>st</sup> Avenue, Delray Beach, FL. Proposers are invited to attend, ask questions and tour the facilities.

**INQUIRIES:** Questions regarding this solicitation must be submitted through [www.bidsync.com](http://www.bidsync.com). To ensure a timely response, inquiries should be made by October 19, 2015 at 5:00 p.m.

**SUBMITTALS:** The following forms must be included in the sealed bid package:

- |         |                            |
|---------|----------------------------|
| Form 1. | Proposer's Submittal       |
| Form 2. | Public Entity Crimes       |
| Form 3. | Drug-Free Workplace        |
| Form 4. | Conflict of Interest       |
| Form 5. | Acknowledgement of Addenda |
| Form 6. | Cost Proposal              |

**ELECTRONIC BIDS:** Electronic bids are to be submitted through a secure mailbox at BidSync ([www.bidsync.com](http://www.bidsync.com)) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a City of Delray Beach solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

**PRESENTATION OF BIDS – PAPER SUBMISSION:** Complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated. All paper submissions must be received on or before the due date and time (local time) at the City of Delray Beach, Purchasing Office, 100 NW 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. The Proposer's name, return address, BID number, BID title, due date and time must be noted on the envelope. It is the sole responsibility of the bidder to utilize the forms provided in the bid package and to ensure their bid/proposal reaches the Purchasing Office on/or before solicitation due date and time (local time). Included in the envelope shall be **ONE (1) unbound original, TWO (2) copies of all bid/proposal forms, and one (1) electronic copy of all submitted materials on CD**. The original should be marked "ORIGINAL". Each copy must be identical to the original and the file format on the CD should be in Portable Document Format (pdf).

**BID OPENINGS:** Bids will be publicly opened and read aloud, immediately after the established closing time and date, at City Hall, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida. Bidders and the general public are invited and encouraged to attend.

**CITY'S ACCEPTANCE:** Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of bids for acceptance of its bid by the City Manager and/or City Commission.

**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.

The City's Solicitation information can be obtained from:

- a) Bidsync – [www.bidsync.com](http://www.bidsync.com)
- b) DemandStar – [www.demandstar.com](http://www.demandstar.com)
- c) Request via email [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com)
- d) City of Delray Beach – Hard copies are available at City Hall

**SECTION 1: TERMS AND CONDITIONS**  
**Bid 2016-014**  
**Janitorial Supplies**

**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. TERM OF CONTRACT:** The initial term of the contract awarded shall be for two (2) years and be renewable for two (2) additional one (1) year periods.

**4. PRICING/PERIOD OF CONTRACT:**

- 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 ninety **(90) days** from the date of opening unless otherwise stated by the City or bidder.
- B. Unit prices bid of listed items shall be held firm for the duration of the contract.
- C. 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.

**5. COMPLIANCE WITH SAFETY STANDARDS:**

- A. All equipment, machinery, electrical appliances, cords and apparatus shall comply with all provisions of the Florida State Safety Standards.
- B. Whenever a bid is sought and services secured for any type of on-site construction the awarded bidder shall remove from the work site at the end of each working day all rubbish and waste debris resulting from his operations. The awarded bidder shall also secure the work site before leaving at the end of each working day.

**6. 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.

7. **INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend the City, its offers, agents, servants, and employees from and against and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court cost, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceedings is brought against the City by reason of any such claim, cause of action, or demand, Contractor shall, upon notice from the City, resist and defend such lawsuit or proceedings by counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of the Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor party under this Agreement may be retained by the City until all City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

8. **LIMITATIONS ON COMMUNICATIONS -- CONE OF SILENCE:**

Proposers are advised that a Cone of Silence will be in effect during this Bid. The Cone of Silence prohibits any communications, except written correspondence, regarding this Bid, between the Proposers or any Person representing the Proposers, and any member of the City Commission, the Commission's staff, any City employee authorized to act on behalf of the City to award the contract under this Bid, or any member of the Selection Committee. The Cone of Silence will commence and take effect at the deadline for submitting proposals, as indicated in Section 1.7, above. All written correspondence with the City must be directed to the Chief Purchasing Officer, who is the only Person authorized to receive such documents.

Section 36.13 of the City Code provides "[a]ny person participating in a competitive solicitation issued by the City shall comply with Section 2-355 of the Palm Beach County Code of Ordinances." The County Code provides as follows:

- "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."

#### **9. LIABILITY, INSURANCE, PERMITS AND LICENSES:**

Where the successful proposer is required to enter or go onto City of Delray Beach property to deliver goods, materials, or perform work or services as a result of a Bid award, the successful proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Local, Palm Beach County and Delray Beach ordinances, orders, codes, laws, rules, regulations, directives, and guidelines. The successful proposer shall be liable for any damages or loss to Delray Beach occasioned by negligence of the successful proposer (or agent) or any person the successful proposer has designated in the completion of the contract as a result of the proposal of this Bid.

#### **10. CERTIFICATE OF INSURANCE:**

The successful proposer(s) will submit to the City current certificate(s) of insurance with the following limits:

- 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.

The City prefers the insurance and bonding companies to 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.

- 11. AWARD OF BID:** 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 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.
- 12. BILLING INSTRUCTIONS – AWARDED FIRM:** Invoices must show the purchase order number and shall be submitted electronically to [accountspayable@mydelraybeach.com](mailto:accountspayable@mydelraybeach.com) or mailed to Accounts Payable, 100 NW 1<sup>st</sup> Avenue, Delray Beach, FL 33444.
- 13. TAXES:** The City of Delray Beach is exempt from any sales tax imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. **85-8012621559C-4** appears on each purchase order.
- 14. EXCEPTIONS TO CONDITIONS, 1 THRU 13 (Boiler Plate):** Any time Bid Specifications differ from the General Conditions, Bid Specifications and Special Provisions will prevail.
- 15. 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.

**16. 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).

**17. 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, any interest in the bidder's firm or any of its' branches.

**18. 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.

**19. 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.

**20. 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.

**21. BID PROTEST: PROTEST OF AWARD / PROTEST BOND:** Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

After the notice of intent to award and agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any

element of the process leading to the award of the agreement may file a protest with the Chief Purchasing Officer by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall. Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure.

**Note:** Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond to the City in the amount of five percent (5%) of the Protester's bid, proposal, or response amount or the amount of fifteen thousand dollars (\$15,000.), whichever is less. If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check. Ord.No.29-13, Section 36.04

Protest shall be addressed to:  
City of Delray Beach  
Chief Purchasing Officer  
100 NW 1<sup>st</sup> Ave  
Delray Beach, FL 33444

**22. 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.
- E. If Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

**23. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** Any 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.

**24. OFFICE OF THE INSPECTOR GENERAL:** Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed city contracts, transactions, accounts and records. The City has entered into an Inter-local Agreement for Inspector General Services. This agreement provides for the Inspector General to provide services to the City in accordance with the City functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the City and receiving City funds shall fully cooperate with the Inspector General, including providing access to records relating to the Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud.

Failure to cooperate with the Inspector General, or interference with or impeding any investigation shall be a violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**25. LOCAL PREFERENCE:** In accordance with the City of Delray Beach Code of Ordinances Sec. 36.14, 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.

**SECTION 2: SCOPE OF WORK**  
**Bid 2016-014**  
**Janitorial Supplies**

- A. PURPOSE:** The City intends to secure a source for janitorial supplies for City facilities at the lowest responsive and responsible price. No guarantees or minimum quantities are implied.
- B. TERM:** The initial term of the contract awarded shall be for two (2) years and be renewable for two (2) additional one (1) year periods.
- C. METHOD OF ORDERING:** A series of Purchase Orders will be issued for this purchase. Invoice(s) for the products shall refer to the appropriate purchase order number. Invoices must show the purchase order number and shall be submitted electronically to [accountspayable@mydelraybeach.com](mailto:accountspayable@mydelraybeach.com) or mailed to Accounts Payable, 100 NW 1st Avenue, Delray Beach, FL 33444.
- D. INFORMATION:** Any technical questions in regard to the submission of your bids and/or "Specifications" should be addressed in email to: [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com).
- E. REFERENCES:**  
Provide a list of three (3) clients/municipalities that have utilized the services being proposed to the City. Include the following information for each reference:  
Name  
Agency  
Telephone  
E-mail address
- F. BID FORMAT:**

Chapter 1	Letter of Intent and Form 1
Chapter 2	Proposer's Statement of Organization
Chapter 3	Qualifications
Chapter 4	References
Chapter 5	Form 2, Form 3 and Form 4
Chapter 6	Form 5 Acknowledgement of Addenda
Chapter 7	Form 6 Proposed Cost

**G. FACILITIES:**

City of Delray Beach Restroom/Stalls	
City Hall	20
City Attorney	2
Environmental Services	23
Fire Stations (1 thru 5)	26
Old School Square (OSS) Garage	15
Parks and Recreation	188
Police Department	21
Wellness Center	2

**H. SPECIFICATIONS:** Attachment "A" list all supplies.

**I. QUANTITIES:** Quantities stated are for bidder(s) guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous needs and estimated usage.

**J. REJECTED SUPPLIES:** Supplies/Parts that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Delray Beach.

**K. NOTICE OF AWARD:** The City of Delray Beach will issue a "Notice of Award" letter to the successful bidder(s). However, it is and shall be understood and agreed that a Contract shall not be deemed to be awarded and validly entered into between the successful bidder(s) and the City until written notice has been given the awarded vendor(s) by the entity through its authorized agent, and purchase order shall be issued to the Bidder(s) covering same.

An award shall be made on the basis of lowest total PER ITEM to the responsible/responsive bidder meeting specifications which is in the best interest of the City. This bid may be awarded in total or in parts whichever is deemed to be in the best interests of the participating entities.

**L. FIRM PRICE:** THE CITY REQUIRES A FIRM FIXED PRICE ON THE UNIT PRICES AS BID FOR THE CONTRACT PERIOD. YOUR UNIT COST AND UNIT SHIPPING SIZE MUST REFLECT THE SAME MEASURE AS THOSE SPECIFIED IN UNIT

SHIPPING SIZE STATED IN THE SCHEDULE OF PRICING. Invoicing shall reflect same unit shipping size as stated on pricing sheet. Unless otherwise approved by each participating governmental entity, additional charges imposed by local, state, or federal agencies organizations shall be borne by awarded vendor.

- M. DELIVERY:** All prices shall be quoted to include delivery and inspection fees, if applicable, to the points as requested by the Cities Materials shall be available for delivery in the quantities specified by the City within an acceptable time frame (one to five business days) after an order has been submitted. In case an emergency is experienced by the City, the Contractor is requested to supply the needed material immediately. In the event the Contractor is unable to respond as needed, whether to standard orders or emergency orders, the City reserves the right to purchase the product on the open market. Such purchases shall not be considered a breach of contract by the City or the Contractor. Delivery dates/times shall be pre-scheduled with appropriate personnel from the City or as stipulated on Purchase Order. The City shall also require shipments be palletized & shrink wrapped and will be stated so on Purchase Order.
- N. 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.

### **SECTION 3: FORMS FOR BID**

Each Proposer must complete and submit the forms included in this Section 3 of the Bid. A Proposer may be disqualified if its forms are not completed fully and in compliance with the instructions contained herein.

- |         |                            |
|---------|----------------------------|
| Form 1. | Proposer's Submittal       |
| Form 2. | Public Entity Crimes       |
| Form 3. | Drug-Free Workplace        |
| Form 4. | Conflict of Interest       |
| Form 5. | Acknowledgement of Addenda |
| Form 6. | Cost Proposal              |



**Form 1**  
**Bid Submittal Signature Page**

By signing this Bid, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s):

Fax Number(s):

Email Address:

Federal Employer Identification Number:

Firm Name

Signature

Name and Title(Print or Type)

Date

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BIDDER NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS BID.**

**Form 2**  
**Public Entity Crimes**

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

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Firm Name

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Signature

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Name and Title(Print or Type)

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Date

**Form 3**  
**Drug-Free Workplace**

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 of 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 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.

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Firm Name

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Signature

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Name and Title(Print or Type)

---

Date

**Form 4**  
**Conflict of Interest Disclosure Form**

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this proposal.

\_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this proposal.

Acknowledged by:

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Firm Name

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Signature

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Name and Title(Print or Type)

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Date

**Form 5**  
**Acknowledgment of Addenda**

The Proposer hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this Bid. The Proposer acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

<b>ADDENDUM NUMBER</b>	<b>DATE RECEIVED</b>	<b>PRINT NAME OF PROPOSER'S AGENT</b>	<b>TITLE OF PROPOSER'S AGENT</b>	<b>SIGNATURE OF PROPOSER'S AGENT</b>

**Form 6  
Schedule of Pricing  
Bid 2016-014  
Janitorial Supplies**

**A. COST- Attachment "A"**

**B. JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT:** Will extend same price, terms, and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies?

☐ Yes

☐ No

**C. BID INFORMATION WAS OBTAINED FROM:**

☐ DemandStar

☐ BidSync

☐ Newspaper Ad

☐ City Hall

☐ Other, please specify: \_\_\_\_\_

**Attachment A**

**Bid 2016-014**  
**Janitorial Supplies**

**Pages (1 thru 5)**

<\\tsrvf001\departments\Finance\Purchasing\FY 2016\2016-014 Janitorial Supplies\2016-014 Attachment A.xlsx>