

The seal of the City of Boynton Beach is a circular emblem. It features a central white silhouette of a palm tree against a background of horizontal blue lines. The words "CITY OF" are arched across the top, and "BOYNTON BEACH" is arched across the bottom, both in yellow capital letters. The entire seal is enclosed in a yellow border.

**INVITATION TO BID FOR  
TRUCK RENTALS**

**BID No.: 011-2515-19/IT**

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

# The City of Boynton Beach

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

## INVITATION TO BID

FOR

“TRUCK RENTALS”

**BID No.: 011-2515-19/IT**

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

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

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

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

## **LOBBYING / CONE OF SILENCE**

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

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

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

## **SCOPE OF BID:**

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

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

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

CITY OF BOYNTON BEACH



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TIM W. HOWARD  
ASSISTANT CITY MANAGER – ADMINISTRATION

**INVITATION TO BID**

**FOR**

**“TRUCK RENTALS”**

**BID No.: 011-2515-19/IT**

*Section 1 – SUBMITTAL INFORMATION*

- A. The City of Boynton Beach will receive bid responses until **February 11, 2019** at **2:30 P.M. (LOCAL TIME)** in Purchasing Services located at City Hall, 3301 Quantum Blvd., Suite 101, Boynton Beach, FL 33426
- B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their bid response **delivered to Purchasing Services** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the proposer’s request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the bid and prior to the award being made.
- C. If any addendum(s) are issued to this Bid, the City will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting the bid response, to contact the City Procurement Services at (561) 742-6322 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid response.
- D. **One (1) original, so marked, and two (2) copies**, of the bid response shall be submitted in one sealed package clearly marked on the outside **“INVITATION TO BID FOR TRUCK RENTALS”** to: City of Boynton Beach, Purchasing Services, 3301 Quantum Blvd., Suite 101, Boynton Beach, FL 33426
- E. Responses shall clearly indicate the legal name, address and telephone number of the bidder (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to contractually bind the proposer to the submitted bid. Bidder must note their Federal I.D. number on their bid submittal.

## GENERAL CONDITIONS FOR BIDDERS

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

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

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

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

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

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

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

- A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
- B. Waive any defect, irregularity or informality in any bid or bidding procedure;
- C. Reject or cancel any or all bids;
- D. Reissue an Invitation to Bid;
- E. Extend the bid deadline time and date;
- F. Procure any item by other means;
- G. Increase or decrease the quantity specified in the Invitation to Bid;
- H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

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

- A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
- B. A satisfactory record of performance;
- C. A satisfactory record of integrity;
- D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
- E. Supplied all necessary information in connection with the inquiry concerning responsibility.

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

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

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

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

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

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

SUBCONTRACTING: If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

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

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

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

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

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

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

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

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

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

**PUBLIC ENTITY CRIMES:** As provided in Fla. Stat. § 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

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



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

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

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

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

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

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

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

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

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

- A. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.
- B. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
- C. DISCOUNTS: Will be considered in determining the lowest net cost.
- D. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- E. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

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

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

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

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

PALM BEACH COUNTY INSPECTOR GENERAL:

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

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

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

- A. Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

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

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

### **LOCAL BUSINESS PREFERENCE**

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

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

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

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

### **SCRUTINIZED COMPANIES - 287.135 and 215.473**

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

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

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## **SPECIAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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## **SPECIFICATIONS AND REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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



**BIDDER ACKNOWLEDGEMENT**

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

Bid Title: **“TRUCK RENTALS”**

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

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

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

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

Name of Bidder: \_\_\_\_\_

Federal I.D. Number: \_\_\_\_\_

A Corporation of the State of: \_\_\_\_\_

Area Code: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Area Code: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Vendor Mailing Date: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Name Typed

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

To All Bidders:

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

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

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

<b>ITEM 1</b>	<b>RENTAL OF 26 - 35 CUBIC YARD AUTOMATIC SIDE LOADER REFUSE COMPACTOR TRUCK WITH JOYSTICK</b>
MONTHLY RENTAL RATE:	_____ per vehicle
DELIVERY CHARGE:	_____ per vehicle
PICK-UP FEE:	_____ per vehicle
CHASSIS DEALER SERVICE LOCATION:	_____
BODY DEALER SERVICE LOCATION:	_____

COMPANY NAME: \_\_\_\_\_

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

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

<b>ITEM 2</b>	<b>RENTAL OF ROLL OFF (CAB OVER OR CONVENTIONAL)</b>
MONTHLY RENTAL RATE:	_____ per vehicle
DELIVERY CHARGE:	_____ per vehicle
PICK-UP FEE:	_____ per vehicle
CHASSIS DEALER SERVICE LOCATION:	_____
BODY DEALER SERVICE LOCATION:	_____

<b>ITEM 3</b>	<b>RENTAL OF 26 - 35 CUBIC YARD COMMERCIAL FRONT LOAD</b>
MONTHLY RENTAL RATE:	_____ per vehicle
DELIVERY CHARGE:	_____ per vehicle
PICK-UP FEE:	_____ per vehicle
CHASSIS DEALER SERVICE LOCATION:	_____
BODY DEALER SERVICE LOCATION:	_____

COMPANY NAME: \_\_\_\_\_

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

<b>ITEM 4</b>	<b>RENTAL OF 22 - 31 CUBIC YARD CHERRY PICKER</b>
MONTHLY RENTAL RATE:	_____ per vehicle
DELIVERY CHARGE:	_____ per vehicle
PICK-UP FEE:	_____ per vehicle
CHASSIS DEALER SERVICE LOCATION:	_____
BODY DEALER SERVICE LOCATION:	_____

<b>ITEM 5</b>	<b>RENTAL OF 30-40 YARD TRASH HAULER BODY REFUSE TRUCK</b>
Gross Vehicle Weight (GVW):	_____
MONTHLY RENTAL RATE:	_____ per vehicle
DELIVERY CHARGE:	_____ per vehicle
PICK-UP FEE:	_____ per vehicle
CHASSIS DEALER SERVICE LOCATION:	_____
BODY DEALER SERVICE LOCATION:	_____

COMPANY NAME: \_\_\_\_\_

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

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

<b>ITEM 6</b>	<b>RENTAL OF 27 – 30 CUBIC YARD REAR LOADER REFUSE TRUCK WITH 2 CART TIPPERS</b>
Gross Vehicle Weight (GVW):	_____
MONTHLY RENTAL RATE:	_____ per vehicle
DELIVERY CHARGE:	_____ per vehicle
PICK-UP FEE:	_____ per vehicle
CHASSIS DEALER SERVICE LOCATION:	_____
BODY DEALER SERVICE LOCATION:	_____

COMPANY NAME	SIGNATURE OF AUTHORIZED OFFICIAL	
PRINTED NAME OF AUTHORIZED OFFICIAL	(_____) TELEPHONE NUMBER	
TITLE	(_____) FAX NUMBER	E-MAIL ADDRESS

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

**NON COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_ )  
:  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

- 1) He is \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Name of Corporation or Firm)  
the bidder that has submitted the attached bid;
- 2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- 3) Said bid is genuine and is not a collusive or sham bid;
- 4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and
- 5) **The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.**

(Signed) \_\_\_\_\_

Subscribed and sworn to before me

(Title) \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

My commission expires \_\_\_\_\_

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            )  
  : SS  
COUNTY OF PALM BEACH )

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

By: \_\_\_\_\_  
          NAME - SIGNATURE

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

Printed Information:  
\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
at Large

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
"OFFICIAL NOTARY SEAL" STAMP

## **CONFIRMATION OF MINORITY OWNED BUSINESS**

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

Is your company a Minority Owned Business?  Yes  No

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

- AMERICAN INDIAN
- ASIAN
- BLACK
- HISPANIC
- WOMEN
- OTHER \_\_\_\_\_  
(specify)
- NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business? YES \_\_\_\_\_ NO \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_



## CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

---

Vendor's Signature

# **PALM BEACH COUNTY INSPECTOR GENERAL**

## **ACKNOWLEDGMENT**

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

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

By \_\_\_\_\_

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

Date: \_\_\_\_\_

## CITY OF BOYNTON BEACH LOCAL BUSINESS STATUS CERTIFICATION

I, \_\_\_\_\_, the \_\_\_\_\_ of  
(Name of officer of company) (Title of officer of company)

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

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

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

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

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

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

Business License  Year Established:  Active:

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_



**CERTIFICATION PURSUANT TO FLORIDA  
STATUTE § 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ certify

Print Name and Title

Company Name

that \_\_\_\_\_ does not:

Company Name

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

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

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

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

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

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

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

**STATEMENT OF NO BID**

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

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

COMPANY NAME: \_\_\_\_\_

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

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

\_\_\_\_\_ Specifications too “tight”, i.e., geared toward brand or manufacturer only (explain below)

\_\_\_\_\_ Insufficient time to respond to the Invitation to Bid

\_\_\_\_\_ We do not offer this product or an equivalent

\_\_\_\_\_ Our product schedule would not permit us to perform

\_\_\_\_\_ Unable to meet specifications

\_\_\_\_\_ Unable to meet bond requirements

\_\_\_\_\_ Specifications unclear (explain below)

\_\_\_\_\_ Other (specify below)

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

\_\_\_\_\_