



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

PURCHASING AND CONTRACT ADMINISTRATION DIVISION

INVITATION TO BID

ITB NO.: 2024-028

TITLE: POMPEY PARK BASEBALL FIELD MAINTENANCE SERVICES

DUE DATE AND TIME: May 1, 2024, 2:00 p.m. (LOCAL TIME)

INSTRUCTIONS

Bids must be received on or before the due date and time (local time). All Bids will be publicly opened at City Hall, unless otherwise specified. The City will only accept electronic bids.

Submission of Bids electronically will be through a secure mailbox at Periscope S2G (www.PeriscopeS2G.com) until the Due Date and Time as indicated in this ITB. Periscope S2G does not accept electronic Bids after the Due Date and Time. It is the sole responsibility of the Bidder to ensure its electronic Bid submission is complete prior to the solicitation Due Date and Time. Electronic submission of bids will require the uploading of forms and/or attachments as designated in this ITB. Electronic submission must include a signed original of the Solicitation Summary form. The submission of forms and attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate file.

If the Solicitation Summary form is not included, the City may deem the Bid non-responsive. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

BROADCAST

The City of Delray Beach utilizes electronic online services for notification and distribution of its Solicitation documents. The City's Solicitation information can be obtained from: (a) Periscope S2G – www.PeriscopeS2G.com; (b) Purchasing webpage on the City of Delray Beach <https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations>; (c) Request via email burzynskij@mydelraybeach.com.

Bidders who obtain Solicitations from sources other than those named above are cautioned that the Invitation to Bid package may be incomplete. The City may not evaluate incomplete Bid packages. Periscope S2G is an independent entity and is not an agent or representative of the City. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

Communications to any independent entities does not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the Solicitation documents, the terms and conditions of the documents will prevail.

CONTACT PERSON

Any questions regarding the specifications and Solicitation process must be submitted through the "Question" feature on www.Periscope S2G.com. Requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on April 19, 2024, at 5:00pm (eastern standard time).



The City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, FL 33444

LEGAL ADVERTISEMENT

INVITATION TO BID NO. 2024-028
POMPEY PARK BASEBALL FIELD MAINTENANCE SERVICES

The City of Delray Beach is seeking Bids from qualified contractors to provide baseball field maintenance services in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

Invitation to Bid documents are available beginning April 3, 2024, on the Purchasing webpage on the City of Delray Beach <https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations>; on the Periscope S2G website – www.Periscope S2G.com; and via email request to burzynskij@mydelraybeach.com.

Submission of Bids electronically will be through a secure mailbox at Periscope S2G (www.Periscope S2G.com) until the Due Date and Time as indicated in this ITB. The Due Date and Time for submission of Bids is May 1, 2024, at 2:00 p.m. eastern standard time. At that time, the Bids will be **publicly opened and read aloud at City Hall. Late Bids will not be accepted.**

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the Solicitation package. Any questions regarding the completeness or substance of the Solicitation package or scope of services must be submitted using the 'Question' feature on www.Periscope S2G.com.

The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Delray Beach reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

CITY OF DELRAY BEACH

SECTION 1

SPECIAL TERMS AND CONDITIONS

1.1 PURPOSE

The purpose of this Solicitation is to receive responses from qualified respondents to provide Baseball Maintenance Services for three (3) ballfields at Pompey Park, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

1.2 CONTRACT MEASURES AND PREFERENCES

Intentionally Omitted

1.3 PRE-BID CONFERENCE AND SITE VISIT

Intentionally Omitted

1.4 TERM OF CONTRACT

The Contract shall commence upon the date of the duly executed Agreement and shall remain in effect for a term of three (3) years.

1.5 OPTIONS TO RENEW

Upon mutual agreement of the City and the awarded Bidder, the Agreement may be renewed for two (2) additional one (1) year period(s).

1.6 METHOD OF AWARD: LOWEST PRICE

The City will award this contract to the responsive and responsible Bidder who submits the lowest price to perform the work. The City reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include in its response prices for all items within the group.

Vendors must bid on ALL line items within all Groups to be considered responsive to the bid requirements. The City's intent is to award this contract by TOTAL PRICE, the sum of all line items within each Group, to the low responsive, responsible bidder. Bidders must indicate "No Charge" in the "Notes for Buyer" section in Periscope S2G on items that are included at no additional charge by place \$0.00 in the offer field.

1.7 PRICES SHALL BE FIXED AND FIRM

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the performance of the Work.

1.8 EXAMINATION OF CITY FACILITIES OR EQUIPMENT

Prior to submitting its offer, it is recommended that the Bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The Bidder is also advised to carefully examine any drawings, specifications, or equipment, and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowances will be made because of lack of knowledge of these conditions.

1.9 SUBSTITUTIONS AND PRODUCT OPTIONS
Intentionally Omitted

1.10 INSURANCE

The awarded Bidder shall not commence any performance pursuant to the terms of this Solicitation until certification or proof of insurance has been received by the Purchasing Department and approved by the City's Risk Management Division.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

The awarded bidder must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The awarded bidder shall provide insurance coverage as follows:

a. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation.

Employer's Liability Insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each occurrence, and \$500,000 in the aggregate.

b. COMPREHENSIVE GENERAL LIABILITY

Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000). Such certificate shall list the City as additional insured.

NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).

c. AUTOMOBILE LIABILITY

Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.

d. PROFESSIONAL LIABILITY

Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.

e. UMBRELLA LIABILITY

With limits of not less than five million (\$5,000,000.00) per occurrence and in the aggregate. This policy shall be issued on a follow-form basis including General Liability, Automobile Liability and Employers Liability in its schedule of underlying coverage.

The awarded bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Delray Beach as an additional insured.

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have agents upon whom service of process may be made in Palm Beach County, Florida; and (c) have a Best's rating of A- VIII or better. All insurance policies shall name the City of Delray Beach as an additional insured. The Successful Proposer agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Division located at 100 N.W. 1st Ave., Delray Beach, FL 33444.

1.11 PERFORMANCE BOND AND CONSTRUCTION BOND
Intentionally Omitted

1.12 CERTIFICATIONS
Intentionally Omitted

1.13 BID BOND/GUARANTY
Intentionally Omitted

1.14 METHOD OF PAYMENT:

The awarded Bidder shall submit an invoice to the City for progress payments for work that has been completed and has been inspected and accepted by the City. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the City in advance of the completion and acceptance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.

The city prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. The City is averse to issuing paper checks and seeks to discontinue this practice. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Bidder.

1.15 WARRANTY REQUIREMENTS:
Intentionally Omitted

1.16 ADDITIONAL FACILITIES OR PRODUCTS

Although this Solicitation and resultant Contract may identify specific facilities or products, it is hereby agreed and understood that any City department or agency facility or related product may be added to this Contract at the option of the City, for similar products or services. The awarded Bidder shall be invited to submit price quotes for these additional facilities or products. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the awarded Bidder by formal modification of the Contract or Purchase Order. The City may determine to obtain price quotes for the additional facilities from non-contract awarded Bidder(s) in the event that fair and reasonable pricing is not obtained from the awarded Bidder, or for other reasons, at the City's discretion.

1.17 CATALOGS AND PRICE LISTS
Intentionally Omitted

1.18 CLEAN UP
Intentionally Omitted

1.19 DEMONSTRATION OF EQUIPMENT
Intentionally Omitted

1.20 HOURLY RATE
Any hourly rate quoted shall be deemed to provide full compensation to the awarded Bidder for labor, equipment uses, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

1.21 MOTOR VEHICLE LICENSE REQUIREMENT
Bidders' employees/staff, authorized/assigned to this project must possess a current valid license issued by the state of Florida Department of Agriculture and Consumer Affairs, and proof of current licensure shall be submitted with bid.

1.22 PATENTS AND ROYALTIES
Intentionally Omitted

1.23 PRE-CONSTRUCTION CONFERENCE
Intentionally Omitted

1.24 RELEASE OF CLAIM REQUIRED
Intentionally Omitted

1.25 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED
Intentionally Omitted

1.26 TRANSFER PROHIBITED
Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Agreement, or of any or all of its rights, title or interest herein, or its power to execute such Agreement to any person, company or corporation, without prior written consent of the City.

1.27 OTHER FORMS OR DOCUMENTS

If the City is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder's forms or documents.

1.28 FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder fail to deliver, perform or complete the work within the time stated in the Contract, it is hereby agreed and understood that the City reserves the authority to cancel the Contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for paying the awarded Bidder for work which was completed, and items delivered and accepted by the City in accordance with the Contract specifications. The City may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original Contract price, which were incurred by the City, as a result of having to secure the services of another vendor.

1.29 STORAGE OF MATERIALS

Suitable storage facilities shall be furnished by the awarded Bidder. All materials, supplies and equipment intended for use in the work shall be suitably stored by the awarded Bidder to prevent damage from exposure, admixture with foreign substances, or vandalism or other cause. All hazardous materials must be stored in compliance with all pertinent requirements concerning their safe use and storage. The bidder will refuse to accept or sample for testing, materials, supplies or equipment that have been improperly stored, as determined by the Bidder. Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in a manner acceptable to the City before any payment for same will be made. Materials strung out along the line of construction will not be allowed unless the materials will be installed within one week from the time of unloading and stringing out.

1.30 CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the City may procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

1.31 ACCIDENT PREVENTION AND BARRICADES
Intentionally Omitted

1.32 PRESERVATION OF PROPERTY

The awarded Bidder shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the awarded Bidder, it shall be immediately restored to its original condition by the awarded Bidder at no cost to the City. In case of failure on the part of the awarded Bidder to restore such property, or make good such damage for injury, the City may, after 48 hours' notice to the awarded Bidder,

proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due, or which may become due the awarded Bidder under this contract.

1.33 PUBLIC SAFETY AND CONVENIENCE

The awarded Bidder shall always conduct his work as to ensure the least possible obstruction to traffic, or inconvenience to the general-public and residents in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the City and other jurisdictional governmental authority, if any. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the awarded Bidder to ensure public access to sidewalks, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. No open excavation shall be left overnight. All open excavation within the roadway shall be backfilled and a temporary asphalt patch applied prior to darkness each day. A cold asphalt patch is acceptable.

1.34 OMISSIONS IN SPECIFICATIONS

The Statement of Work or description of items contained within this Solicitation describes the various work requirements deemed necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the Specifications and/or Statement of Work shall not relieve the awarded Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

1.35 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the awarded Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the awarded Bidder at the awarded Bidder's expense and the Contract cancelled or (2) the City may require the awarded Bidder to replace the materials at the awarded Bidder's expense.

1.36 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder performing under this Contract is required to provide two (2) complete sets of Material Safety Data Sheets to the City for any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a product-by-product basis.

END OF SECTION 1

SECTION 2

SCOPE OF WORK / SCOPE OF SERVICES

2.1 SCOPE

The City of Delray Beach, through its Parks and Recreation Department is seeking bids from qualified contractors to provide field maintenance for the three (3) baseball fields at Pompey Park located at 1101 N.W. 2nd Street, Delray Beach, Florida and approximately three (3) acres. The selected Proposer ("Contractor") shall provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform the complete field maintenance of the baseball fields.

Bidders are responsible for visiting the sites and determining the exact dimensions and size.

The Scope includes mowing, line trimming, edging, weed control, application of herbicides/pesticides, soil testing, litter control, and mole cricket control.

2.2 CONTRACTOR RESPONSIBILITIES

The scope of services to be provided by the contractor includes, but not limited to the following:

1. Contractor shall furnish to the City a schedule of the week's priorities and routing maintenance. The City reserves the right to direct the Contractor to rearrange the schedule to meet the needs of the City.
2. Services performed during the hours 8:00 A.M. to 5:00 P.M., Monday through Friday.
3. Contractor shall obtain prior written approval from the City for the type and manufacturer of chemicals and fertilizer. The Contractor shall furnish the Manufacturer's Safety Data Sheet (MSDS) to the City. Commercial fertilizer applicators must have pesticide/fertilizer applicator license from the Department of Agriculture and Consumer Services.
4. Contractor must apply chemicals, herbicides, fungicides, fertilizers according to manufacturer's directions and in strict conformance to industry standards and comply with all applicable State and Federal regulatory requirements regarding the application, transportation, storage, and collection of chemicals.
5. Contractor assumes all liability for damage and/or injury resulting from accident of misuse of chemicals, herbicides, fungicides, fertilizer products and/or equipment.
6. Ensure that no materials, chemicals fertilizers, equipment, or tools shall be left unattended.
7. Ensure that all areas of work shall be left in clean condition and all debris shall be removed upon completion of service.
8. The Contractor shall be responsible for reporting any encountered damage and report/repair any damages associated with their work.
9. The Contractor shall be responsible for the pickup and collection of litter associated with the work in the ITB. The litter shall be disposed of legally in City waste collection receptacles.

2.3 SPECIFICATIONS

1. Field shall be inspected on a weekly basis and any holes, ruts or bowled out areas shall be repaired.
2. Turf mowing schedule shall be provided each week, and the frequency shall follow the following weekly schedule:

1. High Growth Season- March 1 to September 30- twice per week (additional mowing may be requested).
2. Low Growth Season- October 1 to February 28- once per week
3. Mowing, Edging, Line Trimming:
 1. Blades must be kept sharp, as often as necessary, to cut grass with a clean edge. Grass shall be mowed in a manner, so it does not appear torn, ripped, shredded, or otherwise exhibit uneven, rough cutting. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the City, at no additional cost to the City.
 2. Mowers must be adjustable to the proper cutting height and level for the types of grass current condition of the turf. Mower blades height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blades.
 3. All litter and debris is to be removed from turf **before** mowing to avoid shredding that will damage turf appearance, or items that may be propelled by mower blades.
 4. Grass clippings or debris caused by mowing or trimming will be removed from adjacent walks, drives, gutters and curbs or surfaces on the same days as mowed or trimmed.
 5. Mowing will not be done when weather or conditions will result in damaged turf.
 6. Verti-cut shall be performed a minimum of two (2) times a year. To be determined by the City Park Superintendent.
 7. Bermuda Sod shall be cut at $\frac{3}{4}$ with properly adjusted Sod Mowers.
 8. Grass shall be mowed weekly, two (2) times per week, April through November, and one (1) time per week from December through March. Only reel-type mowers shall be used.
 9. Line Trimming every other mowing cycle:
 - i. Edging one (1) time per month. Mowing frequencies can be increased or deleted due to climate factors or by the City.
 - ii. Chemical edging applications may be used to kill weeds in and around areas such as, areas adjacent to buildings, fence line, trees, sprinkle heads, and cement medians (concrete divider isles). Prior to application of chemicals, for this purpose, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift. Contractor is responsible for replacement of all damaged sod. If not complete within one week of notification, City may replace and deduct costs from monthly payments.

2.4 LANDSCAPE MAINTENANCE WEED CONTROL

All turf shall be maintained in weed free condition. The Contractor shall apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. The application of herbicides shall be approved by the City.

1. Contractor shall perform weed control as often as necessary to prevent the encroachment of weeds into established Bermuda turf and are to be mowed, trimmed, or edged from turf areas as part of turf care operations.
2. Contractor may use herbicides to kill all weeds and foreign grasses in performance of the work.

Note: if, in the opinion of the Parks and Recreation Department, any area is infested with weeds, the Contractor shall do an additional application to control weeds and/or replace sod.

2.5 FERTILIZING PEST CONTROL SCHEDULE

January	4 th week	32-5-8 w/minors
March	3 rd week	24-5-11 FE & MN
	4 th week	Aerification (plugs must be dragged in)
April	1 st week	15-15-15
	2 nd week	Spray application of Sencor
	3 rd week	Spray application of approved herbicide
	4 th week	Spray application of approved herbicide
May	1 st week	24-5-11 FE & MN
June	3 rd week	Aerification (plugs must be dragged in)
July	2 nd week	15-5-15
September	1 st week	Aerification (plugs must be dragged in)
	2 nd week	24-5-11 FE & MN
November	4 th week	24-5-11 FE & MN
December	3 rd week	Aerification (plugs must be dragged in)

2.6 SAND TOP DRESSING

Dress with lawn sand one (1) time per year.

2.7 INSECT/PEST MANAGEMENT

The Contractor shall control or eradicate diseases and infestations by pests, turf insects, and ants by spraying affected areas with chemical sprays suitable for that particular disease or insect/pest when evident or as often as necessary.

1. The Contractor shall respond within 72 hours after a request or notice from the City.
2. Contractor shall control and/or eradicate infestations of insects, mole crickets, fungal and bacterial infestations.
3. Fungicides and Pesticides to be utilized on a quarterly basis for preventative measures and manufacturers/recommended follow up treatment.
4. Contractor shall perform fire ant control as often as necessary to prevent the establishment of fire ant colonies in turf, grass areas, etc.
5. Should the Contractor fail to report any disease(s) or pest/insect infestation(s) that result in damage to the turf grass, the Contractor shall replace or repair such damage, including but not limited to re-sodding of impacted areas.

2.8 CHEMICAL APPLICATION

1. All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and regulations and will be accomplished by or under the direction of Florida

Certified Pesticide Applicators license. Application shall be in strict accordance with all governing regulations.

2. Chemicals shall only be applied by or under the supervision of those people possessing a valid Florida Certified Pesticide Applicators license. Applications shall be in strict accordance with all governing regulations.
3. Records must be kept and retained as prescribed by law for the use of pesticides of all operations:
 - i. Dates
 - ii. Times
 - iii. Methods of Applications
 - iv. Chemical Formulations
 - v. Applicators Name
 - vi. Weather Conditions
4. Chemicals shall be applied when air currents are still and using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the project.
5. Any soil, sod plants contaminated by misuse of chemicals in the sites will be removed and replaced at cost to the contractor.

2.9 DAMAGES

1. Damage to sports field material due to any cause shall be immediately corrected by the Contractor. This includes removal of dead or damaged material; and monitoring grading and replacement of sod displaced by vehicles. Contractor must contact the City within 24 hours of such repairs.
2. City shall replace any landscape, irrigation, or structures damaged by maintenance operations or due to neglect to perform these specification and charge cost to the Contractor. The Contractor will be notified prior to replacement of repair by City.

2.10 REPORTS

1. The Contractor shall provide a checklist filled out and returned to Parks and Recreation Superintendent **after each** maintenance operation.
2. All maintenance operations and the date they were performed shall be noted, and any reports of damage shall be described. No payment(s) will be made unless all reports are provided.

END OF SECTION 2

SECTION 3
EXHIBITS

None

SECTION 4
BID SUBMITTAL SIGNATURE PAGE

This Page and all following pages comprise your original Bid Submittal package.

Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1 and 2 in your Bid Submittal package.

By signing this Bid the Bidder 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 than Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Signature: _____
(Signature of authorized agent)

Print Name: _____

Title: _____

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 120 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

END OF SECTION 4

SECTION 5 PRICING SCHEDULE

5.1 PRICES AND RATES

Bids will be accepted through a secure mailbox at Periscope S2G (www.PeriscopeS2G.com) until the Deadline for Submission as indicated in this ITB. The City will only accept electronic bids for this ITB. Late Bids will not be accepted.

In addition to the "Place Offer" bid submission section, the Bidder shall indicate in the spaces provided, the firm and fixed prices and rates offered to the City for the goods and/or services described below.

Item	Qty	Price	Total Price
Baseball Field Maintenance	1 month		
Baseball Field Maintenance	1 year		
Infield Repairs	1 hour		
Laser Grading of Infields	1 hour		
Lip Repair of Infields	1 hour		
SOD Removal	1 job		
SOD Installation	1 job		
Top Dress Sand	1 job		
Chemical Applications to be applied	1 project		

Additional items (if needed):

Item	Qty	Price	Total Price
SOD replacement/removal	1 job		
Top Dressing	1 job		
Chemical Application (pest control/mole cricket)	1 project		

TOTAL PRICE: _____

END OF SECTION 5

SECTION 6 MINIMUM QUALIFICATIONS

Bidder shall submit information and documentation requested in this Section that confirms it meets the following qualification requirement(s). For the purposes of this ITB, a responsible Bidder is a Bidder that meets the minimum qualification requirements below.

- i. Bidder is registered with the States of Florida, Division of corporations to do business in Florida. **No documentation is required. The City will verify.**
- ii. Must have been in business for a minimum of five (5) years prior to the Due Date. **Provide supporting documentation (e.g. state, county, city business registration; occupational license) that confirms Bidder has been in business for a minimum of five (5) years prior to the Due Date.**
- iii. Bidder has submitted pricing utilizing the pricing form contained in this ITB. **No additional documentation is required. The City will verify from Bidder's Bid.**
- iv. Bidder Is NOT listed on the Florida Department of Management Services, Convicted Vendor List as defined in Florida Statute Section 287.133(3) (d). **No documentation is required. The City will verify the status.**
- v. Bidder has no reported conflict of interests in relation to this ITB. **Disclose the name of any officer, director or agent who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests are present, Bidder must submit a statement to that affect.**
- vi. Bidder Is NOT listed on the System for Award Management (SAM), electronic roster of debarred companies excluded from Federal procurement and non-procurement programs throughout the U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. **No documentation is required. The City will verify the status. Per Section 34.f. Rejection of Bids or Proposals of the City's Purchasing Policies and Procedures Manual, vendors may be deemed non-responsible if: Vendor have been declared to be in default on any City or public entity contract, debarred or suspended by any public entity.**
- vii. **Provide information** concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors, is or has been involved with the last three (3) years.

END OF SECTION 6

SECTION 7 RESPONSE REQUIREMENTS

- A. Provide the following information for three (3) clients, for whom the bidder has provided similar services which are willing and able to confirm the projects.
- i. **Entity Name**
 - ii. **Entity's Primary Contact for contract (Name & Title)**
 - iii. **Phone Number**
 - iv. **Email Address**
 - v. **Project Term (Start/End Date)**
 - vi. **Types of Work**
 - vii. **Beginning and ending contract/PO amounts**
- B. Provide a detailed equipment list:
- a. **Item: Description of equipment. (Only reel type mowers)**
 - b. **Use: Description of what the equipment will be used for in the project.**
 - c. **Manufacturer: Manufacturer of equipment and model number.**
 - d. **Age and Condition: Original model year of equipment – if equipment has been rebuilt, year of last overhaul.**
 - e. **Owner: Owner of equipment**

END OF SECTION 7

SECTION 8

BID FORM SUBMITTAL

8.1 FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the most responsive and responsible Bidder.

- a. Acknowledgment of Addenda
 - b. Conflict of Interest Disclosure Form
 - c. Notification of Public Entity Crimes Law
 - d. Notification of Public Records Law
 - e. Drug-Free Workplace
 - f. Non-Collusion Affidavit
 - g. Truth-In-Negotiation Certificate
 - h. Scrutinized Company
 - i. Purchase Orders
 - j. Sample Performance Bond Format (if required, will be requested from the Bidder recommended for award)
 - k. Sample Payment Bond Format (if required, will be requested from the Bidder recommended for award)
 - l. Sample Letter of Credit Format (if required, will be requested from the Bidder recommended for award)
-

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

CONFLICT OF INTEREST DISCLOSURE FORM

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

Furthermore, all Bidders must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder'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 evaluation team members and other 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 Bid.

_____ 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 Bid.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

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 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 or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, 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:

Firm Name

Signature

Name and Title (Print or Type)

Date

**Notification of Public Records Law Pertaining to Public Contracts and Requests
for Contractor Records Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

Acknowledged:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is _____ of _____, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: _____ Title: _____

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

- c. Neither 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 Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or 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 or any person interested in the proposed contract.
- d. 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.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20__, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: _____

Title: _____

Date: _____

Signature: _____

Scrutinized Company Certification

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company. _____ FID or EIN No. _____

Address. _____

City. _____ State. _____ Zip _____

I, _____, as a representative of _____
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or
the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature

Title

Printed Name

Date

CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** This order is for the purchase of goods and/or services (herein referred to as "the Articles" described on the front side herein). The Buyer's offer to the Seller and the Seller's acknowledgment to the Buyer shall constitute Seller's acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries by Buyer shall constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise. In the event of a conflict, Buyer's terms and conditions prevail.
2. **WARRANTY-PRODUCT:** The Seller expressly warrants that the Articles shall be merchantable within the meaning of Articles 2-314 (2) of the Uniform Commercial Code as provided by Florida Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law the Articles shall conform to specifications, drawing, and description and shall be free from defects in materials and workmanship. Seller also warrants that the extent the Articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. Such warranties, including warranties prescribed by law shall run to Buyer, its successor, assigns, and customers, and to users of the Articles for a period of one (1) year after delivery unless otherwise stated.
3. **INDEMNITY AND INSURANCE:** (a) Seller shall defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of Seller's (or its subcontractor's) work or performance hereunder and shall procure and maintain liability insurance, including contractual liability coverage, with minimum limits of \$300,000 combined single limits to be effective during period of warranty with such higher limits as Buyer shall reasonably request of Seller. Seller shall on or before delivery of the Articles purchased hereunder, furnish to Buyer a Certificate of Insurance evidencing the foregoing coverage and limits. (b) Seller shall defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder. (c) Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents and employees from and against any and all damages, charges, losses, (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions, and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents and/or employees or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed.
4. **TERMINATION:** (a) Buyer may terminate this order, in whole or in part without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof. (b) Buyer may terminate this order in whole or in part, at any time for its convenience, by noticing to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder and stop the placement of subcontractors, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within sixty (60) days after the effective date of the termination. (c) Any termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights

of Buyer against Seller. (d) Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request all books, records, and papers relating thereto.

5. COMPLIANCE WITH LAWS: Seller guarantees to Buyer that the Articles comply with all federal, state, and local laws, regulations, declarations, interpretations, and orders issued thereunder.
6. CONTROLLING LAW: This order and the performance of the parties hereunder shall be controlled and governed by the law of the State of Florida, and the venue shall be in Palm Beach County, Florida.
7. GENERAL: All warranties shall be construed as conditions as well as warranties. No waiver of a breach or any provision of this order shall constitute a waiver of any other breach or provision. No modification or change in, or departure from, or waiver of the provisions of this order shall be valid or binding unless approved by Buyer in writing. This order shall constitute the entire agreement between the parties. The Seller expressly agreed that any terms or conditions contained on any form or agreement other than this agreement, unless specifically agreed to otherwise by Seller and Buyer, which are not in full accord with the above stated agreement and its terms, shall be null and void.
8. ALLOCATION OF RISK: This risk for any damage to or destruction of the goods shall be borne by the Seller at all times until delivery to the control of the Buyer, which shall be the point at which the Buyer actually receives the goods for use and has accepted such.
9. COURSE OF PERFORMANCE: The fact that a party may accept or acquiesce in a course of performance under this agreement does not affect the meaning of this agreement even though the accepting/acquiescing party knows of the nature of the performance and has an opportunity to object to it. (With respect to this course of performance provision. any time an individual attempts to perform under the contract in a manner which is not in accord with the terms of the contract, the City must promptly object to the manner of performance.)
10. PAST PRACTICES: The previous customs and practices of the parties hereto shall not be deemed a waiver or modification of the terms hereof.
11. REPAIRS - NON-ACCEPTANCE: If any of the goods are delivered in a defective or non-working condition, efforts of the Buyer to correct such defect shall not constitute an acceptance where commercially reasonable in extent and cost, so that the Buyer may still reject the goods where the attempt to repair has proved unsuccessful.
12. PLACE OF DELIVERY: The goods shall be delivered to the City of Delray Beach, Florida, at address as stated on front.
13. INSPECTION GOODS: The Buyer shall have the right to inspect all goods before accepting delivery or making payment, therefore. If rejected, the goods will be returned at Seller's risk, and all handling and transportation expenses, both ways, will be borne by and assumed by Seller. When material has been rejected by Buyer and returned for replacement it is essential that Seller receive new shipping instructions from Buyer before making the replacement. Inspection and approval for acceptance shall be made by the appropriate user department. The expense of inspection shall be borne by the Buyer except as to goods which are properly rejected as non-conforming. Inspection shall be made within fourteen (14) calendar days of the delivery of goods.
14. NOTICE OF DEFECTS: It is expressly agreed that all claims for alleged damages or defective goods, shortage, or other cause shall be deemed waived unless made in writing and sent by Buyer within twenty (20) calendar days after Buyer learns of the alleged defect, damage, shortage, or other cause giving rise to the claim, provided, however, that any defects incapable of discovery shall not be deemed waived by the provisions herein, and, provided further, that this provision shall not be deemed a waiver of any warranties set forth herein or in any

modification to this agreement.

15. **FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except as set forth herein, provided, however, that notwithstanding any other provisions to the contrary herein, Buyer may have sought the expertise of Seller with respect to the fitness for a particular purpose of the subject goods and in purchasing said goods, may have relied upon the representations of Seller as an expert with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance shall constitute a modification to the terms of this agreement which shall effect a warranty of fitness for a particular purpose.
16. **CONSEQUENTIAL DAMAGE:** Seller acknowledges that Buyer has informed him that the goods are to be used by Buyer and that failure of Seller to fulfill the terms of this contract may result in consequential damages to Buyer because of the intended use to be made of the goods to the Buyer.
17. **TAX EXEMPTION:** The City of Delray Beach is exempt from Federal Excise Taxes. Where tax applies invoice must show gross, price, amount of tax, net price. Exemption certificate will be signed upon request.

Signature:

SAMPLE PERFORMANCE BOND FORMAT

Not Required, Intentionally Omitted

SAMPLE PERFORMANCE BOND FORMAT

Not Required, Intentionally Omitted

SAMPLE LETTER OF CREDIT FORMAT

Not Required, Intentionally Omitted

SECTION 9 SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Invitation to Bid. This is a sample agreement only and is subject to revisions. **DO NOT COMPLETE.**

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 2024, (the “effective date”) by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and _____, a corporation (hereafter referred to as “Contractor”), whose address is _____.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City’s Invitation to Bid No. 2024-028, and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 11. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Invitation to Bid No. 2024-028, and the Contractor’s response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 1. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City’s Invitation to Bid, which are incorporated herein by reference.

ARTICLE 2. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City:
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager
Email:

- ii. with a copy to: City of Delray Beach
 100 N.W. 1st Avenue
 Delray Beach, Florida 33444
 Attn: City Attorney
 Email:

- iii. As to the Contractor: _____

 Attn.: _____
 Email: _____

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

 This term of this Agreement shall remain in effect for a term of three (3) years and may be renewed for (2) two additional, (1) one-year period(s), unless terminated earlier in accordance with terms set forth in the ITB.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Thomas F. Carney Jr., Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney

CONTRACTOR

[SEAL]

By: _____

Printed Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 20__, by
_____ (name of person), as _____ (type of
authority) for _____ (name of party on behalf of whom instrument was
executed).

Personally known ____ OR Produced Identification
Type of Identification Produced _____

Notary Public – State of _____

SECTION 10 GENERAL TERMS AND CONDITIONS

10.1 DEFINITIONS

- a. Bid: any offer(s) submitted in response to an Invitation to Bid.
- b. Bidder: person or firm submitting a Bid in response to an Invitation to Bid.
- c. Bid Solicitation or Invitation to Bid: this Solicitation documentation, including any and all addenda.
- d. Bid Submittal Form: describes the goods or services to be purchased and must be completed and submitted with the Bid.
- e. City: shall refer to the City of Delray Beach, Florida.
- f. Contract or Agreement: Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the contract or agreement between the City and the Bidder.
- g. Contractor: awarded Bidder or Bidder who is awarded a contract to provide goods or services to the City.
- h. Invitation to Bid: formal request for Bids from qualified Bidders.
- i. Purchasing Division: Purchasing Division of the City of Delray Beach, Florida.
- j. Responsible Bidder: Bidder which has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.
- k. Responsive Bidder: Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.

10.2 CONE OF SILENCE

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders on City Solicitations, the City's professional staff, and the City Council members.

10.3 ADDENDUM

The Purchasing Division may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation

document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

10.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

10.5 CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

10.6 WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Purchasing Division prior to the Bid opening date may withdraw a Bid. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

10.7 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

10.8 PROMPT PAYMENT TERMS

It is the policy of the City of Delray Beach that payment for all purchases by City departments shall be made in a timely manner. The City will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper

invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

10.9 DISCOUNTS (PROMPT PAYMENTS)

The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the Solicitation.

10.10 PREPARATION OF BIDS

- a. The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b. An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.**
- c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

10.11 CANCELLATION OF BID SOLICITATION

The City of Delray Beach reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the City.

10.12 AWARD OF CONTRACT

- a. The contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid

Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

- b. The City reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.
- c. The City reserves the right to negotiate prices **with the responsive and responsible low Bidder**, provided that the scope of work of this Solicitation remains the same.
- d. The Bidder's performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- e. The City will provide a copy of the Bid Tabulation to all Bidders responding to this Solicitation.
- f. The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.
- g. The Purchasing and Contracts Director will decide all tie Bids.
- h. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- i. The City reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the City deems necessary.

10.13 CONTRACT EXTENSION

The City reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

10.14 WARRANTY

All warranties express and implied shall be made available to the City for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the City, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

10.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract

period. The City is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

10.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

10.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the awarded Bidder, continue until completion at the same prices, terms, and conditions.

10.18 PROTEST

a. A recommendation for contract award or rejection of award may be protested by a Proposer. The Proposer may file a written protest with the City Clerk's office. The Proposer shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Proposal number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

b. The written protest must be received within three business days from the time of the initial posting of the intended award. Notice of Intent to Award shall be posted in Periscope S2G. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure
Purchasing Procedure Manual
<https://www.delraybeachfl.gov/home/showpublisheddocument/12270/638140626086330000>.

c. The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to one percent (1%) of the protestor's bid or five thousand dollars (\$5,000.00), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the City of Delray Beach. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.

10.19 LAWS AND REGULATIONS

The awarded Bidder shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

10.20 LICENSES, PERMITS AND FEES

The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

10.21 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the awarded Bidder shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

10.22 ASSIGNMENT

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

10.23 SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

10.24 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the awarded Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The City may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

10.25 INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to,

or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

10.26 COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any City purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City, stating either that the contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

10.27 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

10.28 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the awarded Bidder prior to the

date of the notice of termination. The City shall be the sole judge of "reasonable costs."

10.29 TERMINATION FOR DEFAULT

The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. If the awarded Bidder fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the awarded Bidder. The City further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

10.30 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

10.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the awarded Bidder to submit to an audit by an auditor of the City's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the City for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

10.32 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 County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

10.33 PRE-AWARD INSPECTION

The City may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

10.34 PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

10.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the City of Delray Beach any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;

f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;

g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and

h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

10.36 ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

10.37 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

10.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-7411.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

10.39 BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

10.40 SEVERABILITY

In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.

- 10.41 **GOVERNING LAW AND VENUE**
This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.
- 10.42 **ATTORNEY'S FEES**
It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.
- 10.43 **EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**
The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.
- During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.
- The awarded Bidder further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.
- 10.44 **AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS**
It is agreed and understood that any City department or agency may access this contract and purchase the goods or services awarded herein. Each City department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.
- 10.45 **CRIMINAL HISTORY BACKGROUND CHECKS**
Prior to hiring a contract employee or contracting with a Bidder, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.
- 10.46 **LABOR, MATERIALS, AND EQUIPMENT**
Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.
- 10.47 **MINIMUM WAGE REQUIREMENTS**
The awarded Bidder shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wages laws, as may be applicable to this Contract.
- 10.48 **PACKING SLIP AND DELIVERY TICKET**
A packing slip and/or delivery ticket shall accompany all items during delivery to the City. The documents shall include information on the contract number or purchase order, any back order items, and the number or quantity of items being delivered.
- 10.49 **PURCHASE OF OTHER ITEMS**
The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request price quote(s) from the awarded Bidder(s) on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract vendor, or a non-contract vendor.
- 10.50 **PUBLIC RECORDS**
Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 811.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The City will not accept Bids when the entire Bid is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

The awarded Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

in accordance with the contract specifications. The City may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the City as a result of having to secure the services of another vendor.

10.51 CONFLICTS OF INTEREST

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 has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the City.

10.56 CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the City may (a) place the awarded Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

10.52 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors 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.

10.57 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the City.

10.53 OTHER GOVERNMENTAL AGENCIES

If a Bidder is awarded a contract as a result of this ITB, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

10.58 OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

10.54 COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

10.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the City may require the awarded Bidder to replace the materials at the Bidder's expense.

10.55 FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the City

10.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.

10.61 TAXES

The City of Delray Beach is exempt from Federal and State taxes for tangible personal property.

10.62 BIDDER'S COSTS

The City shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.

10.63 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

10.64 FORCE MAJEURE

The City and the awarded Bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

10.65 NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Proposer and the City of Delray Beach.

10.66 POOL CONTRACTS

During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or by categories, sub-categories, or groups, the City reserves the right to add new vendors to these contracts for goods or services not awarded for the original Solicitation or as part of the general pool category, sub-category or group. To be eligible to be added to these pool contracts, a vendor must meet the same eligibility requirements established in the original Invitation to Bid.

10.67 FISCAL FUNDING OUT

The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

- 10.68 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS
The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

END OF SECTION 10

SECTION 11
SOLICITATION SUMMARY

The City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, FL 33444

PURCHASING DIVISION

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Bid Number:	ITB No. 2024-028
Title:	Pompey Park Baseball Field Maintenance Services
Due Date and Time:	May 1, 2024, @ 2:00 PM EST
Name of Bidder:	_____
Address:	_____
Contact Person:	_____
Bid Amount:	\$ _____
Authorized Signature:	_____
Date:	_____

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Delray Beach.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED WITH YOUR SECURE ELECTRONIC BID SUBMITTAL THROUGH WWW.PERISCOPE.S2G.COM.