



# CITY OF DELRAY BEACH

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

## **RFP No. 2016-079 MANAGEMENT SERVICES FOR DELRAY BEACH GOLF CLUB AND LAKEVIEW GOLF CLUB**

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CITY OF DELRAY BEACH, FLORIDA  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSALS

**RFP No. 2016-079**  
**MANAGEMENT SERVICES FOR**  
**DELRAY BEACH GOLF CLUB AND LAKEVIEW GOLF CLUB**  
**Summary**

**ISSUE DATE: MARCH 11, 2016**

**DEPARTMENT: PARKS AND RECREATION**

**DUE DATE: APRIL 19, 2016**

**TIME: 2:00 P.M.**

The City of Delray Beach, Florida ("City") is soliciting proposals from qualified firms to secure the services of a golf operations Management Company under a turnkey management fee agreement (hereinafter referred to as the "Management Company") having the required experience in golf course management and the ability to commence work, in accordance with the specifications stated herein, on October 1, 2016. The Scope of Service to be performed under this agreement will consist of all tasks necessary for the complete year round management and operations of Delray Beach Golf Club and Lakeview Golf Club. Any Proposer wishing to submit a proposal must comply with the requirements contained in the City's RFP.

**NOTIFICATION:** The City of Delray Beach (City) utilizes the following procedures for notification of bid opportunities:

Bidsync – [www.bidsync.com](http://www.bidsync.com)

Request via email [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com)

City of Delray Beach – Hard copies are available at City Hall

These are the only forms of notification authorized by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

**REQUIRED INFORMATION:** The City proposal packets contain various sections which require completion. The proposal packet must be completed prior to the date and time set for proposal opening or the bidder may be found non-responsive.

**CORRESPONDENCE:** The number of this bid packet must appear on all correspondence, or inquiries, pertaining to this bid.

**NOTICE OF PUBLIC DOCUMENTS:** Any and all materials initially or subsequently submitted as part of the proposal process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.

**ADDENDA:** Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Delray Beach Purchasing Department. Addenda will be posted and available through the City notifications methods.

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

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

**LATE BIDS – PAPER SUBMISSION:** Bid packets received in the Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Delray Beach is not responsible for the lateness of mail carrier, weather conditions, etc.

**BID OPENINGS:** All proposals submitted received shall be publicly opened at the Purchasing Office, located at 100 NW 1<sup>st</sup> Avenue, Delray Beach, FL or other designated City location as posted. The Purchasing Department will decrypt responses received in BidSync immediately following the designated bid end date and time.

**MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.

**EVALUATION:** Bids will be evaluated as outlined in the bid document.

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

**DEFINITION:** Bid shall mean a bid, proposal, or quotation.

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# SECTION 1: INTRODUCTION AND INFORMATION

## A. INTRODUCTION AND INFORMATION

### 1. Purpose

The City of Delray Beach, Florida ("City") is soliciting proposals from qualified firms to secure the services of a golf operations Management Company under a turnkey management fee agreement (hereinafter referred to as the "Management Company") having the required experience in golf course management and the ability to commence work, in accordance with the specifications stated herein, on October 1, 2016. The Scope of Service to be performed under this agreement will consist of all tasks necessary for the complete year round management and operations of Delray Beach Golf Club and Lakeview Golf Club.

Section 1 of this RFP describes the Terms and Conditions that will apply to this RFP. Section 2 of this RFP describes the Scope of Services for any proposer wishing to submit a proposal in response to this RFP. Section 3 of this RFP provides instructions for preparing a Proposal in response to this RFP. Section 4 of this RFP is the General Terms and Conditions. Section 5 of this RFP provides the Sample Agreement. Section 6 of this RFP provides the Forms. Section 7 of this RFP provides the Attachment.

### 2. Site Overview Delray Beach Golf Club

The Delray Beach Golf Club, located at 2200 Highland Avenue, originally opened in 1923 as a Donald Ross design. Over the last 90 years, the course has fluctuated between private and public ownership with many different design changes. The City of Delray Beach has continuously operated the course as a municipal golf course since 1978. The course is an eighteen (18) hole regulation golf course with a 70.2 rating, which includes an unlit driving range, two (2) practice greens, an 18,000 square foot clubhouse with dining areas, offices, bar and locker/restroom facilities, and full service kitchen. The golf course is situated on 145 acres of land. The yardage at the tees is approximately 6,360 yards. Also included on site is a 2,400 square foot maintenance building and 2,800 square foot shed with exterior storage for supplies and equipment, as well as a 3,600 square foot cart storage area. Furthermore, on the course are two (2) restroom facilities and two (2) rain shelters with emergency telephones. The number of rounds, as reported by the current provider, for the past five (5) years is as follows:

#### Delray Beach Golf Course

Fiscal Year	2011	2012	2013	2014	2015
Total Rounds	58,701	56,551	58,334	56,638	57,957

In 2003, a major renovation of the course was completed. All eighteen greens and the practice green were built to USGA Standards and planted with tif-eagle grass. Another practice green was remodeled for sand trap and pitching practice. Twelve tee boxes were renovated and other numerous course changes were completed including replacement of sand in ninety-eight (98) bunkers. A Rainbird Stratus irrigation computer system was added and over 530 irrigation heads were replaced as well as some lines. A new pump station was installed and the lake between holes number one (1) and two (2) was enlarged and lined to prepare the course for use of reclaimed water in 2005. The course is currently serviced with a reclaimed water system. Fairway and tee grass is predominantly Tif-419. A study of the condition of the course has been awarded

in 2016 and will address Master Planning services including design, irrigation system analysis and agronomic consulting. The awarded Management Company will be

expected to operate within the recommendations noted by the Golf Course Architect.

The clubhouse was constructed in 1994 and includes a 5,100 square foot dining area that can be partitioned off for flexibility of use. The clubhouse also includes a small breakout room that can seat up to 45 people and a full service kitchen. The pro-shop sales area is approximately 700 square feet and there are 80 half lockers in the men's restroom and 24 half lockers in the ladies' restroom.

The dining facility is utilized for banquets, weddings, community meetings and special functions as well as for daily service to golf customers with a maximum seating capacity of approximately 300. An outside dining area was created in 2003 adjacent to the bar and can accommodate up to approximately 40 customers. The number of rentals or meetings at the Delray Beach Golf Club, as reported by the current provider, for the last five (5) years is as follows:

<b>Events and Parties at the Delray Beach Golf Club</b>					
<b>Year</b>	2011	2012	2013	2014	2015
<b>Amount</b>	782	837	856	877	792

The pro-shop has a bag storage area for approximately 190 bags. The attached clubhouse asset list includes all the items which will be available for use by the awarded bidder. The golf cart fleet consists of 80 Club Car gas powered carts which will be replaced during the first quarter of 2016 (bid has been awarded). The City also owns a variety of golf course maintenance equipment to ensure quality maintenance of the course (see attached asset list). The number of tournaments, Pre-Paid Fee permit holders and tennis leagues at the Delray Beach Golf Club, as reported by the current provider, for the last five (5) years are as follows:

<b>Tournaments at the Delray Beach Golf Club</b>					
<b>Year</b>	2011	2012	2013	2014	2015
<b>Amount</b>	15	21	18	10	10

\*At the direction of the City tournaments are only allowed in the off season (May - November), no more than 2 tournaments per weekend day in off season months.

<b>Pre-Paid Fee Permit Holders at the Delray Beach Golf Club</b>					
<b>Year</b>	2011	2012	2013	2014	2015
<b>Amount</b>	71	83	69	70	54

\*Delray Beach Golf Club does not have members; they have pre-paid greens fee permit holders.

<b>Leagues at the Delray Beach Golf Club</b>	
<b>Total</b>	<b>9</b>

\*Delray Beach Golf Club has seven outside leagues plus the Men's Golf Association and the Ladies' Golf Association.

**3. Site Overview Lakeview Golf Club**

The Lakeview Golf Club is an executive par 60 golf course situated on approximately 38 acres of land. The course is located at 1200 Dover Road. The slope from the men's tees is 85 with a rating of 57. Total yardage from the back tees is approximately 3,000 yards.

Also on site is a practice green, a 2,100 square foot maintenance building with outside storage and an approximately 4,000 square foot clubhouse which includes a cart storage area at ground level and a small pro-shop with restrooms, snack bar, offices, and seating area on the upper floor. There is also one (1) restroom/rain shelter on the course.

The course was purchased by the City from a private owner in 1995. Since the City purchased the site, a new clubhouse was built in 1998, greens were re-grassed with tif-dwarf and tee boxes were leveled and re-grassed. Current turf conditions include mutated Bermuda. The golf cart fleet consists of 60 gas powered Club Cars which were purchased in 2015.

The course has numerous retention areas which supply course irrigation, handle course drainage, and serve as drainage retention areas from the adjoining residential neighborhood. The number of rounds and leagues, as reported by the current provider, for the past five (5) years are as follows:

**Lakeview Golf Club**

Fiscal Year	2011	2012	2013	2014	2015
Total Rounds	33,824	30,409	29,336	31,170	32,391

Leagues at Lakeview Golf Club	
Total	10

\*Lakeview Golf Club has eight outside leagues plus the Men's Golf Association and the Ladies' Golf Association.

**SPECIAL TERMS AND CONDITIONS:**

**This RFP will cover the following operating areas:**

- Minimum Qualifications, Experience, 10 Year History
- Staffing and Operational Plans
- Service Programs/Promotions/Marketing
- Financial Stability

**4. Contract Agreement Compensation**

The specific services, management fee and other terms will be negotiated with the selected Management Company and the Management Company will be required to enter into a formal agreement with the City of Delray Beach incorporating these and other terms that the City believes are in its best interests. At all times during the term of the contract, the successful Management Company shall act as an independent contractor and at no time shall be considered as agent or partner of the City of Delray Beach.

The City of Delray Beach reserves the right to delete or amend any of the services as listed and described herein.

**5. Submission Deadline**

A summary schedule of the major activities associated with this RFP is presented in Table 1, below. The City, at its sole discretion, may modify the schedule as the City deems appropriate.

**Table 1**

<b>ACTIVITY</b>	<b>DATE</b>
Issue RFP	March 11, 2016
Deadline for Delivery of Written Questions	April 12, 2016 @ 5:00 P.M.
Deadline for Delivery of Proposals	April 19 2016 @ 2:00 P.M.
Institute Cone of Silence	April 19, 2016 @ 2:00 P.M.
Selection Committee reviews Proposals	April 2016
Interviews	April 2016
City Commission approval and award of contract	May 2016
Commencement of Consultant	May 2016

**6. Bidsync**

The City of Delray Beach uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Offerors are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for an Offeror's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.

**7. Point of Contact**

For information concerning procedures for responding to this solicitation, contact [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

**B. TERMS AND CONDITIONS**

**1. General Conditions**

RFP General Conditions are included in Exhibit A and made a part of this RFP.

**2. Addenda, Changes, and Interpretations**

Firms may utilize the question / answer feature provided by BIDSUNC and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this



competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BIDS NYC and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BIDS NYC as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

**3. Basis of Award**

The City Manager will designate a Selection Committee to review and evaluate the proposals submitted in response to this RFP. The review process will be conducted at a minimum of two phases. In Phase One, the Chief Purchasing Officer or designee shall determine whether each Proposer is responsive. For the purposes of this RFP, a responsive Proposer means a Person that has submitted a proposal that conforms in all material respects to the requirements in the RFP. Accordingly, in Phase One, the Chief Purchasing Officer or designee will determine whether each Proposer correctly submitted and completed all of the necessary forms, documents, and information.

In Phase Two of the review process, the Selection Committee will determine whether each Proposer is responsible. For the purposes of this RFP, a responsible Proposer means a Person that has the capacity in all respects to fully perform the contract requirements and has the integrity and reliability that will ensure good faith performance.

In Phase Two, each proposal will be evaluated utilizing the following weighted criteria:

**Evaluation Criteria:**

1.	Experience, Qualifications, 10 Year History	25 points
2.	Staffing and Operational Plans	25 points
3.	Service Programs/Promotions/Marketing	25 points
4.	Financial Stability	25 points

**Evaluation Criteria Breakdown:**

\*Up to 25 points per category (no more than 5 points per items a-e)

**Experience, Qualifications, 10 Year History (0 to 25 points or 25%)**

- a. Municipal experience (0 to 5)
- b. Total years of management experience (0 to 5)

- c. Municipal course references, including size and budget (0 to 5)
- d. 10 year history of references (0 to 5)
- e. Organizational chart and staff qualifications/resumes (0 to 5)

**Staffing and Operational Plans (0 to 25 points or 25%)**

- a. Daily operational plans including organizational chart for each course (0 to 5)
- b. Agronomic plan and resume of GCSAA Superintendent Class "A" and maintenance staff plan (0 to 5)
- c. Business Continuity Plan (0 to 5)
- d. Pro Shop staffing plan (0 to 5)
- e. Banquet/Clubhouse staffing plan (0 to 5)

**Service Programs/Promotions/Marketing (0 to 25 points or 25%)**

- a. Program, lesson, tournament plan (0 to 5)
- b. PGA Pro resume (0 to 5)
- c. Marketing plan to attract new and returning golfers, see target audience (0 to 5)
- d. Provide copy of previously completed market rate analysis for another municipality (0 to 5)
- e. Provide banquet facility and clubhouse experience with specific attention to rentals for weddings, community meetings (0 to 5)

**Financial Stability (0 to 25 points or 25%)**

- a. Copy of Current Active Sunbiz Certification (0 to 5)
- b. Articles of Incorporation & Copy of Business Licenses (0 to 5)
- c. Statement of Proposers Financial Stability (0 to 5)
- d. Full Management Fee (pricing should be turn-key) (0 to 5)
- e. Proposed Budget for Each Course (0 to 5)

Each Selection Committee member will rank in order of preference the proposals for each of the criteria based on the number of proposals submitted utilizing the responses in the noted sections of the RFP. The Selection Committee may create a short list from the proposals submitted.

At any time during the Selection process, the City may conduct any investigations it deems necessary to evaluate the proposals. Each Proposer shall promptly provide the City with any additional information reasonably requested by the City. The City shall have the right to make additional inquiries, interview some or all of the Proposers, visit the facilities of one or more of the Proposers, or take any other action the City deems necessary to fairly evaluate a proposal.

At any time during the Selection process, the City may reject a proposal if the City concludes the Proposer is not qualified -- i.e., the Proposer does not satisfy the minimum criteria set forth in this RFP.

Please note that the Selection Committee and/or the City Commission may select the Successful Proposer without allowing any presentations or interviews by any Proposer. For this reason, each Proposer must ensure that its proposal contains all of the information requested in this RFP.

**4. Award of Contract by City Commission**

The City of Delray Beach reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional

Bids. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

## **5. The City's Acceptance or Rejection of Proposals**

The City reserves its exclusive right to:

- reject any and all proposals that fail to satisfy the requirements and specifications in this RFP;
- accept the proposal which is the best overall proposal, based on the selection criteria listed;
- reject any and all non-responsive proposals;
- waive minor irregularities in any proposal;
- issue addenda or otherwise revise the requirements in this RFP;
- reject all proposals, with or without cause;
- issue requests for new proposals;
- and cancel this RFP.

The City shall decide, in its sole discretion, whether to reject a proposal as non-responsive. Among other things, a Proposal may be found to be non-responsive if the Proposer: failed to provide the information requested in the RFP; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

The City may reject a proposal for any reason that the City deems sufficient. For example, the City may reject one or more proposals if: the Proposer misstates or conceals any material fact in their proposal; the proposal does not conform to the requirements of Applicable Law; the proposal is subject to conditions or qualifications; a change occurs that makes this RFP unnecessary for the City; any Person submits more than one proposal under the same or different names; a Proposer fails to perform satisfactorily or meet its financial obligations on previous contracts; the Proposer employs unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; or the Proposer is listed on the U.S. Comptroller General's List of Ineligible Companies for Federally Financed or Assisted Projects.

Any or all proposals may be rejected if the City concludes that collusion existed among two or more of the Proposers. Proposals received from the participants in such collusion will not be considered for the same work if this RFP is re-advertised.

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If a Proposer is involved in more than one proposal for the same work, the City may reject all proposals in which such Proposer is believed to be involved.

The City may reject proposals if two (2) or more Proposers are planning a merger, or are in the process of merging with or acquiring other Proposers, and the City concludes that the Proposers are not submitting bona fide or uncompromised proposals. In such cases, the City may reject all proposals in which such Proposers are involved. Any and all compromised proposals will be rejected if there is reason to believe that collusion exists between Proposers.

## **6. Protest Procedures**

As noted above, the review of each proposal will be in two (2) phases. During Phase One, the Chief Purchasing Officer or designee will determine whether each Proposer is responsive. During Phase Two, the Selection Committee will determine whether each Proposer is responsive. If the Chief Purchasing Officer or designee determines that a Proposer is not responsive, the Chief Purchasing Officer shall notify the Proposer in writing. The Chief Purchasing Officer also shall post notice after the Selection Committee provides a recommendation for award. Any Proposer who is aggrieved by the decisions of the Chief Purchasing Officer, Selection Committee or the City Commission may file a protest pursuant to Section 36.04 (entitled "Protest Procedures") of the Delray Beach Code of Ordinances. However, nothing contained in this RFP shall be deemed to limit the authority of the City Commission under special or general law.

Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond to the City in the amount of fifteen thousand dollars \$15,000. If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check.

## **7. Changes and Alterations**

Consultant may change or withdraw a Proposal at any time prior to the Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

## **8. Proposer's Costs**

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

## **9. Pricing/Delivery**

All pricing should be identified on the Cost Proposal pages provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal pages. Failure to use the City's Cost Proposal pages and provide costs as requested in this RFP may deem your proposal non-responsive.

Proposer must quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Delray Beach.

All pricing must include delivery and installation and be quoted FOB: Destination.

## **10. Invoices/Payment**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Proposer's work product, and agreement cannot be reached between the City and the Proposer to resolve the problem to the City's satisfaction, the City shall negotiate with the Proposer on a payment for the work completed and usable to the City.

## **11. Acceptance of Proposals / Minor Irregularities**

The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor

irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a RFP.

The City reserves the right to disqualify proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the proposer.

## **12. Modification of Services**

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in their proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

## **13. No Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

## **14. Contract Agreement**

A sample of the formal agreement is attached as Exhibit C.

## **15. Responsiveness**

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

## **16. Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability,

including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

#### **17. Subcontractors**

If the Proposer proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Proposer to replace subcontractor with one that meets City approval.

Proposer shall ensure that all of Proposer's subcontractors perform in accordance with the terms and conditions of this Contract. Proposer shall be fully responsible for all of Proposer's subcontractors' performance, and liable for any of Proposer's subcontractors' non-performance and all of Proposer's subcontractors' acts and omissions. Proposer shall defend, at Proposer's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Proposer's subcontractors for payment for work performed for the City. Proposer shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the proposer may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the proposer.

#### **18. Proposal Bond**

Each proposal must be accompanied by a certified check, cashier's check or a proposal bond in the amount of fifteen thousand dollars (\$15,000). The check or bond shall be made payable to the City of Delray Beach, Florida.

If the Successful Proposer fails or refuses to execute the Agreement or provide the necessary certificates of insurance, following award, within the timeframes set forth herein, the City shall retain the entire proposal bond and disqualify the Proposer.

#### **19. Insurance Requirements**

The Proposer shall supply proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Delray Beach Risk Manager.

Proposer shall carry the following minimum types of insurance:

- a) Workers' Compensation. Proposer shall carry Worker's Compensation insurance with the statutory limits; Employers' Liability insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.
- b) Comprehensive General Liability Insurance. Proposer shall carry Comprehensive General Liability Insurance with limits of not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) in the aggregate for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

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 B+VIII or better. All insurance policies shall name the City of Delray Beach as an additional insured. The 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 of Delray Beach Risk Management Division.

## **20. Award of Contract**

A Contract may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

## **21. Unauthorized Work**

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a purchase order has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract.

## **22. Uncontrollable Circumstances ("Force Majeure")**

The City and Proposer will be excused from the performance of their respective obligations under this agreement 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, act of God or 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:

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;

The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

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; and

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 Proposer will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

## **23. News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

#### **24. Contract Period**

The initial contract term shall commence upon date of award by the City and shall expire upon completion of the project. The term of the contract is proposed to be two (2) years with an option to renew for an additional two (2) years at the sole discretion of the City. There is no performance bonus awarded with this contract. The awarded contractor will be subject to yearly performance measure that will be included as part of the negotiated contract. If a satisfactory contract cannot be negotiated with the recommended proposer, negotiations may then be started with the first alternate vendor. The successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract.

In the event services are scheduled to end because of the expiration of this contract, the Proposer shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one year beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City

#### **25. Contract Coordinator**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Proposer.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Proposer's performance.
- Schedule and conduct Proposer performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

#### **26. Substitution of Personnel**

It is the intention of the City that the Proposer's personnel proposed for the contract will be available for the contract term. In the event the Proposer wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event 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.



## SECTION 2: SCOPE OF SERVICES

### General Purpose of Request

- a. The scope of services to be provided by the successful Management Company includes, but is not limited to the following:
- b. Provide administrative oversight of all key operating areas such as turf management, golf professional services, food and beverage operations, and facilities maintenance shall be provided to ensure that the facility is operated at a first class level for daily fee operations and consistent with levels expected of other city facilities.
- c. Supervise and direct the administration of all golf course operations, including, but not limited to, the timely operation, completion and/or provision of the following:
- d. The collection, deposit and reporting of revenue.
- e. The procurement of and payment authorization for materials and services.
- f. Starter's services, marshaling services and driving range management.
- g. Golf merchandise sales, rentals and repair, golf tournament management, junior golf programming, golf lessons and clinics programming, and the storage and repair of items related to the game of golf.
- h. Food and beverage operation, room rental, catering and banquets, provision of meeting space
- i. Turf grass management, general supervision of the golf course and the preparation of grounds for daily play.
- j. Any incidental services in as may be directed.
- k. The Management Company shall hire, train, evaluate and fire all personnel necessary to operate and maintain the golf courses and restaurant/banquet facilities. The Management Company will have full authority over all personnel decisions and they shall be employees of the Management Company.
- l. The Management Company shall respond to customer inquiries and complaints received directly or through the Parks & Recreation office in writing within 48 hours of customer inquiry or complaint and report all complaints to Parks & Recreation office upon receipt.
- m. Make recommendations annually, as part of the City budget process, for maximum fees and rates for golf, bag storage, range, locker and club rental, to include annual permit fees.
- n. Complete annual fee and rate market analysis. A written report is to be submitted to Parks & Recreation as part of annual budget process (no later than June 1 of each year).

- o. Make recommendations related to operational policy.
- p. Provide monthly reports to include, but not limited to, financial information, utilization rate, maintenance highlights, program data, and marketing/promotional initiatives in a format as may be prescribed by the City.
- q. Ensure security and protection of all assets, including City funds.
- r. Provide response and backup response to answer alarms during all hours of the day and night.
- s. Make recommendations and assist the City in planning and implementing capital improvements.
- t. Conduct all operations and activities to comply with safety regulations and standards.
- u. Maintain all appropriate chemical and pesticide licenses, MSDS sheets as required by law.
- v. Ensure compliance with all environmental and natural resources laws, regulations and permits.

### **Scope of Services**

The scope of the work will include but will not be limited to the following:

#### **Administration:**

Provide administrative oversight of all key operating areas such as turf management, golf professional services, food and beverage operations and facilities maintenance shall be provided to ensure that the facility is operated at a first class level for daily fee operations and consistent with levels expected of other city facilities.

Supervise and direct the administration of all golf course operations, including, but not limited to, the timely operation, completion and/or provision of the following:

- The collection, deposit and reporting of revenue;
- The procurement of and payment authorization for materials and services;
- Starter's services, marshaling services and driving range management;
- Golf merchandise sales, rentals and repair, golf tournament management , junior golf programming, golf lessons and clinics programming, and the storage and repair of items related to the game of golf;
- Food and beverage operation, room rental, catering and banquets, provision of meeting space;
- Turf grass management, general supervision of the golf course and the preparation

of grounds for daily play; and

- Any incidental services in as may be directed.

The Management Company shall hire, train, evaluate and fire all personnel necessary to operate and maintain the golf courses and restaurant/banquet facilities. The Management Company will have full authority over all personnel decisions and they shall be employees of the Management Company.

The Management Company shall respond to customer inquiries and complaints received directly or through the City Manager's office in writing within seven (7) days of receipt. Acknowledgement of the customer inquiry or complaint is required within 48 hours of receipt.

Make recommendations annually for maximum fees and rates for golf, bag storage, range, locker and club rental, to include annual permit fees. It is not the City's objective to maximize rounds played.

Complete annual fee and rate market analysis.

Make recommendations related to operational policy.

**Financial:**

- Prepare an annual business plan which will include an operating and capital budget as well as a marketing plan for review by the City Manager in accordance with City budget submittal requirements.
- Prepare a five (5) year Capital Improvement budget annually for review by the City Manager in accordance with City budget submittal requirements.
- Prepare and process requisitions for procurement of supplies, materials, equipment, services and capital items in accordance with the City policies and procedure.
- Prepare bid specifications for supplies, materials, equipment, services and capital items as may be required.
- Maintain a petty cash fund in accordance with City policies and procedures.
- Manage and maintain a computerized point of sale computer system and cash register system for both golf and restaurant/banquet operations.
- On a daily basis deposit all gross revenues in account of and to the credit of the City without regard to any adjustments that may be made.
- Perform monthly inventory counts, as may be required to ensure proper accountability.
- Ensure that adequate internal control systems are in place in all areas of the operation.

- Perform monthly audits of cash.

### **Operations and Maintenance:**

- Provide routine janitorial (daily) and building maintenance services as required.
- Provide routine preventive maintenance services as requested.
- Ensure other structures, equipment and irrigation systems are maintained and repaired as needed including restaurant furniture, fixtures and equipment.
- Maintain golf course and other common areas at a first class level quality of maintenance.
- Develop and implement first class quality turf management programs that are sensitive to environmental conditions to ensure quality playing conditions.
- Perform agronomic evaluations of the course on an as needed basis.
- Operate and maintain the restaurant/banquet operations in accordance with all federal, state, and local government laws, regulations, including health department regulations and state liquor board regulations.
- Operate a full service restaurant in accordance with the terms and conditions of the alcoholic beverage license.
- Maintain pro-shop inventory to ensure customer needs are met.
- Keep a perpetual inventory of merchandise for resale.
- Provide golf club cleaning services.
- Provide pick-up and delivery services of golf clubs and bags to and from the bag drop-off area.
- Provide, at the golf course, a golf handicap service.
- Provide club rental services
- Provide golf cart preventive maintenance and ensure carts are clean, safe and fully operational on a daily basis.

### **Marketing and Promotions:**

- Develop and conduct youth programs and clinics which meet the needs of the customer.

- Develop and implement golf teaching programs.
- Prepare and submit an annual marketing plan for City approval as part of the annual business plan.
- Promote and develop a wide variety of events and programs, including junior golf, charity events, and programs for underprivileged youth.
- Develop advertising and promotional materials for both golf and restaurant/banquet operations.

**Other:**

- Provide monthly reports to include, but not limited to, financial information, utilization rate, maintenance highlights, program data, and marketing/promotional initiatives in a format as may be prescribed by the City.
- Ensure security and protection of all assets, including City funds.
- Provide response and backup response to answer alarms during all hours of the day.
- Make recommendations and assist the City in planning and implementing capital improvements.
- Conduct all operations and activities to comply with safety regulations and standards.
- Ensure compliance with all environmental and natural resources laws, regulations and permits.

## **SECTION 3: FORMAT AND INSTRUCTIONS**

### **A. AUTHORIZATION TO BIND PROPOSER**

Each proposal must be signed by a Person who is legally authorized to bind the Proposer to the proposal. Each proposal shall remain valid for at least one hundred and twenty (120) days after it is submitted to the City.

Proposals by corporations must be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested to by the company's Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner. His or her title must appear under his or her signature and the official address of the partnership must be shown below the signature.

### **SUBMITTAL**

Each proposer must submit the following information in their proposal. Each section should be clearly identified with tabbed sections.

Executive summary of minimum qualifications is required include no more than one (1) page detailing the minimum requirements as noted on page of this document.

### **INTRODUCTION**

A letter introducing the Management Company, including the corporate name (if applicable), address and telephone number of principal office, number of years in business and size of staff. Please include e-mail address of primary contacts. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the company. State what the Management Company's understanding is of the work to be done, and make a positive commitment to perform the project within the required timeframe of the contract.

### **Category 1. MINIMUM QUALIFICATIONS, EXPERIENCE AND 10 YEAR HISTORY**

Please be aware that persons employed by the CONTRACTOR in the performance of services pursuant to this Contract shall not be considered employees of the CITY, shall be independent thereof and shall have no claim against the CITY as to pension, workers compensation, unemployment compensation, insurance, salary, wages, or other employee rights or privileges granted by operation of law or by City of Delray Beach.

The City expects to receive proposals from interested parties that have at least the following minimum qualifications. Proposals will not be considered from proposers who do not meet the minimum qualifications and provide detailed explanations for each.

Proposers will place these minimum qualifications at the front of their proposal, as noted in the evaluation criteria, with each item following clearly identified and tabbed with the appropriate heading/letter.

1. Have a minimum of ten (10) years of experience within the last fifteen (5) years in the following golf related fields:
  - a. Possess a competent record of employment or history of contract service in the operation of a similar golf facility as verified and supported by references, letters, and other necessary evidence from all employers and/or public agencies. Total management and operation of a municipal golf course facility similar in size including restaurant and banquet facilities.
  - b. Provide organizational chart and biography/experience of all staff that will operate facility in any capacity.
  - c. Detailed statement of proposer's total years of experience, qualifications, and background for providing management and administration of golf courses including clubhouse operations, or other similar facilities.
  - d. A minimum of three (3) references demonstrating the successful management and administration of golf courses with a minimum of 18 holes, within the past ten (10) years. At least two (2) of the references must be municipalities. Each reference shall include the following:
    1. Name of client company
    2. Contact names
    3. Addresses
    4. Telephone/Fax numbers
    5. Dollar amount of contracts
    6. Dates of service.
  - e. Pro shop operations, including driving range, merchandise sales, and golf cart operations. The City requires the Management Company to employ a "Class A" PGA professional to be on staff at the course. Provide resume of PGA professionals employed by proposer.
  - f. Food and Beverage operations include event planning experience, restaurant operations and concession experience.
  - g. Provide a list of officers and principal managers, background information, experience and length of employment.
  - h. Provide a list of any lawsuits against the company and/or principals over the last ten (10) years, summarizing the allegations and providing the results of the suit, if not currently active.
  - i. Scope of Work, types of services performed, and number of full-time staff provided.
  - j. Provide detailed timeline of management experience for the last ten (10) years (2005–2015) including all courses managed also include size of course, course amenities and course operating budget.
  - k. Description of Proposer's demonstrated history of providing superior customer satisfaction to golfers.
  - l. Include letters of commendation/recommendation.

**Category 2. STAFFING AND OPERATIONAL PLANS  
(SEPARATE SUBMITTALS FOR EACH COURSE)**

The City requires that the Management Company employ a fully qualified and experienced individual (with at least five years of experience, in South Florida, or equivalent, as "Class A" superintendent) that can effectively maintain and care for the course in keeping with USGA standards and the specific standards identified in this RFP. Provide resume of GCSAA Class "A" Superintendent.

Possess and demonstrate a record of financial responsibility commensurate with the obligations contemplated under this RFP. Provide copy of current State of Florida Sunbiz certification. Provide articles of incorporation, business license and also, please include the Management Company's Federal Income Tax Return for the previous three (3) years as completed and filed with the federal government.

Proposed organizational chart for each course.

Resumes of key personnel to be involved in operations.

List types by title and numbers of on-site staff.

Names, background, and experience of corporate, as well as, key on-site personnel including proposal regarding GCSAA Superintendent Class "A".

Include project plan with a master schedule of all transitional elements expected to perform a successful and seamless transition.

Restaurant and banquet facility operational plans and hours of operation, in accordance with the terms and conditions of the alcoholic beverage license.

Provide routine janitorial maintenance to all restrooms (daily) and provide building maintenance services as required including seasonal (4) plantings at the club entry sign and main clubhouse entrance.

Provide routine preventive maintenance services as requested.

Ensure other structures, equipment and irrigation systems are maintained and repaired as needed including restaurant furniture, fixtures and equipment;

Pro-shop operational plans, including driving range merchandise sales, golf operations and hours of operation.

Maintain golf course and other common areas according to USGA Standards.

Develop and implement first class quality turf management programs that are sensitive to environmental conditions to ensure quality playing conditions.

Perform agronomic evaluations of the course on an as needed basis. Provide City copies of yearly soil analysis and agronomic reports.



Operate and maintain the restaurant/banquet operations in accordance with all federal, state, and local government laws, regulations, including health department regulations and state liquor board regulations.

Maintain pro-shop inventory to ensure customer needs are met.

Keep a perpetual inventory of merchandise for resale.

Provide golf club cleaning services.

Provide pick-up and delivery services of golf clubs and bags to and from the bag drop-off area.

Provide a golf handicap service on the course.

Provide club rental services.

Provide golf cart preventive maintenance and ensure carts are clean, safe and fully operational on a daily basis.

**Category 3. SERVICE PROGRAMS / PROMOTIONS / MARKETING  
(SEPARATE SUBMITTALS FOR EACH COURSE)**

The Management Company must address the proposed method to accomplish each of the service programs, promotions and marketing items listed in the scope of services.

The Management Company shall include a description of the proposed service programs, including, but not limited to, the following:

Creative concepts for marketing the Golf Course and Restaurant/Banquet facilities.

Proposed policy for tee time reservations.

Concepts for golf instruction, high school programs and youth golf programs and other programs that may be proposed.

Develop and conduct youth programs and clinics to include a minimum of 1 youth clinic per month.

Develop and conduct youth golf summer camp to include a minimum of 1 week of half day camp (15 hours of golf instruction).

Develop and implement golf teaching programs.

Develop and implement junior golf league.

Promote and develop a wide variety of events and programs, including junior golf, charity events, and programs for underprivileged youth.

Management and promotion of tournaments.

Approach toward measuring and achieving customer satisfaction.

Work collectively with clubhouse to implement 9 & Dine outings.

Maintain, enhance and schedule City Employee Golf League.

Develop and implement "Welcome Back to Golf" League at Lakeview to attract returning players who may not have played in the last 5-10 years.

Develop and implement weekly golf program to attract new and/or returning golfers (target age groups 21 – 50 and 75+ years old).

Prepare and submit an annual marketing plan for City approval as part of the annual business plan.

Develop advertising and promotional materials for both golf and restaurant/banquet operations.

Maintain online presence through website, Facebook, Twitter, Instagram, Tumblr and other social media accounts with daily postings.

Work with local businesses to develop "after work" league play, discount incentives, memberships and alike.

A sample of a customer satisfaction survey utilized by your company and a copy of the summary of results of each survey completed in the last two (2) years, if available.

Other special events and golf outings. Other service programs.

Provide plans for distribution of pro-shop merchandise sale income. Provide plans for distribution of golf lesson income.

Please describe cost savings improvements, if any, that you will implement.

#### **Category 4. FINANCIAL STABILITY**

Pricing must be provided for each proposal (one proposal that includes full management fee for Delray Beach Golf Club and Lakeview Golf Club).

Any proposal that does not provide pricing in the base price will be considered non-responsive.

If Vendors require any further information or discovery in order to respond, it is important that they provide all questions as early as possible in the RFP process to allow the city internal department to research and reply.

Pricing should be turn-key including trip charges (if applicable), software, maintenance, support and any other cost associated with the quoted system.

Any responses along the lines of "Further information is required to provide firm pricing", or "Various methodologies exist to meet Customer requirements, pricing can be provided upon further discovery" will be considered non-responsive.

Confirm compliance with each of the following key RFP Requirements and explain how the proposed solution meets these requirements.

Prepare an annual business plan which will include an operating and capital budget for review by the City Manager in accordance with City budget submittal requirements.

Prepare an annual marketing plan for review by the City Manager in accordance with City budget submittal requirements.

Prepare a five (5) year Capital Improvement budget annually for review by the City Manager in accordance with City budget submittal requirements.

Prepare and process requisitions for procurement of supplies, materials, equipment, services and capital items in accordance with the City policies and procedure.

Prepare bid specifications for supplies, materials, equipment, services and capital items as may be required.

Maintain a petty cash fund in accordance with City policies and procedures.

Manage and maintain a computerized point of sale computer system and cash register system for both golf and restaurant/banquet operations.

On a daily basis deposit all gross revenues in account of and to the credit of the City without regard to any adjustments that may be made.

Perform and report monthly inventory counts to ensure proper accountability.

Ensure that adequate internal control systems are in place in all areas of the operation.

Perform monthly audits of cash.

Provide monthly report of number of daily rounds by type, revenue generated and daily course conditions.

Provide a detailed five (5) year revenue and expense budget.

Budget detail should be broken down into appropriate itemized budget categories and must clearly show personnel, insurance and operating expenses for each cost center: maintenance, pro-shop, food and beverage, administration and capital. Management Company shall be expected to operate within approved budget limits.

Provide detailed projection of rounds for next two (2) years (2017 & 2018) based on Management Company proposal.

Provide proposed rate and fee schedule for golf and restaurant/banquet operations (Fees to be listed by category type provide estimates of number of rounds by type);  
Provide percentages of discount from retail to be given to employees for golf and restaurant services.

Provide percentages of discount from retail to be provided to charitable and non-profit organizations for golf and restaurant/banquet operations; approved charities and non-profit organizations shall be in accordance with City of Delray Beach practices and partnerships.

The Management Company shall submit all of the following financial statements/information. If this information is not included, your proposal will not be considered for evaluation.

Balance Sheets and Income Statements for the current Fiscal Year and prior two (2) Fiscal Years of operation prepared in accordance with generally accepted accounting principles and certified by an Independent Certified Public Accountant or notarized by the Chief Financial Officer. Also, please include the Management Company's Federal Income Tax Return for the previous three (3) years as completed and filed with the federal government.

If the Management Company is a Wholly-Owned Subsidiary, the above referenced financial information for the parent company must be included.

If the Management Company is a Franchise, Partnership, LLP, LLC or joint venture, the above referenced financial information of the franchisee, each partner, each LLC/LLP member or each joint-venture must be included.

Any additional information considered pertinent to indicate the Management Company's financial and operational capabilities.

## **MISCELLANEOUS INFORMATION (Optional)**

This section allows the Management Company to include any additional literature, commentary, or graphics to enhance proposal.

## **B. PROPOSAL FORMAT**

Each proposal shall include all the requested information. Proposals shall be organized in chapters, as indicated in Table 2. All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on the form, the response may be continued on a blank page immediately following the form. The additional pages shall be numbered the same as the form, with the addition of the letter "a", "b", "c", etc. If a form is provided and additional copies of the form are needed, the form may be copied by the Proposer. The copied pages shall be numbered the same as the form, with the addition of the letter "a", "b", "c", etc.

Responses to this RFP must be complete and unequivocal. In instances where a response is not required or a question is not applicable to the proposal, a response such as "no response required" or "not applicable" shall be provided.

**Table 2 - Proposal Format**

Chapter 1	Checklist, Submittal Form, Proposer Information
Chapter 2	Cost Proposal, Proposal Pages Specification Requirements
Chapter 3	Letter of Interest  <p style="text-align: center;"><b>Ability To Meet Objectives</b>            Understands the scope of the project            Technical Approach – Phase in Plan            Product meets City’s objectives            Product meets requirement in RFP            Support/Services</p> <p style="text-align: center;"><b>Experience</b>            References – Use Attached Form            Staffing qualifications/Experience            Company Profile/Financial Strength            Evidence of Insurance</p>
Chapter 4	Public Entity Form, Drug Free Workplace Form, Conflict of Interest Form, Acknowledgement of Addenda Form
Chapter 5	Supplemental Information (if necessary)

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

Chapter 1: Checklist, Submittal Form, Proposer Information Form

Chapter 2: Cost Proposal, Proposal Pages, Specification Requirements

Chapter 3: Letter of Interest / Cover Letter

Briefly state the Proposer’s understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP but should not exceed one (1) page.

Chapter 3: Professional Licenses and Certificates /Sample insurance certificate

Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possess.

Chapter 3: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.

Chapter 3: Company Profile

Legal name, address, telephone number, faxes number, e-mail address, web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.)

Firm must be established as a legal entity in the State of Florida. Provide hours of operation; Years in business; State whether the firm is local, regional, or national; Provide addresses and phone numbers for Headquarters and other relevant offices if applicable.

Chapter 3: Qualifications /Experience

Describe firm's experience in service and operation of a similar golf facility.

Chapter 3: Staff - Give a complete list of the number of managers, supervisors, and other staff employed at the compound site from which services will be rendered. Identify the staff members who will provide the services, including staff from other than the local site, if necessary. Include their experience.

Chapter 3: Technical Approach

Describe the services proposed by your firm and your implementation plan for this contract. This section must address the required services noted in this RFP, and how your firm plans to provide them.

Chapter 3: Milestones, Deliverables and Proposed Benchmark Timetable – Phase In Plan

As part of the project approach, the firm shall propose a scheduling methodology for effectively managing and executing the work in the optimum time. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, training of designated personnel, and other phase related completion dates, in accordance with the RFP specifications.

Chapter 3: Financial Documentation

Financial statements and annual reports of the corporation for the last two years, including the last two (2) most current years of audited financial statements. A copy of the firm's Dun & Bradstreet rating for the last two years should also be provided (if available). If a Dun & Bradstreet rating is not available please include relevant financial reports for the last two years (i.e., the firm's annual report and/or audit). **If the proposer is deemed to be financially unstable by the City's Finance director or designee, the City may deem the proposal to be non-responsive.**

Chapter 3: References- use attached form

Chapter 4: Public Entity Form, Drug Free Workplace Form, Conflict of Interest Form, Acknowledgement of Addenda Form

Chapter 5: Supplemental information or any additional literature.

## SECTION 4: GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Delray Beach Purchasing Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change within the contract itself or in the Invitation to Bid (ITB), Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement or any other similar document. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

### **PART I CONDITIONS:**

- 1.1 **PUBLIC ENTITY CRIMES:** Pursuant to Florida Statutes 287.133, as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Each Proposer must certify that the Proposer is not subject to these prohibitions regarding public entity crimes.

**SCRUTINIZED COMPANIES:** This Section applies to any contract for goods or services of \$1 million or more. The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in Florida Statutes 287.135,. The City may terminate a contract at the City' s option if the Proposer is found to have submitted a false certification as provided under subsection (5) of Florida Statutes 287.135 or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Florida Statutes 287.135.

- 1.2 **DEBARRED OR SUSPENDED PROPOSERS:** The Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals or subcontractors are presently debarred or suspended by any Federal, State or City department or agency.
- 1.3 **LOBBYING ACTIVITIES:** All Proposers are advised that the Palm Beach County Lobbyist Registration Ordinance (Section 2 - 351 of the Palm Beach County Code of Ordinances) applies to the City and this solicitation. Any violation of this requirement may cause the Proposer to be disqualified and prohibited from participating further in the RFP process.
- 1.4 **COMPLIANCE WITH LAWS:** Proposer shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant any order.
- 1.5 **NON- DISCRIMINATION:** The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are

employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.

**1.6 CONFLICT OF INTEREST:**

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

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

**1.7 ANTI - COLLUSION:**

Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

**1.8 CITY POLICIES:** Awarded contractor shall comply with the City of Delray Beach Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Delray Beach Human Resources Division. Violations of these policies may result in cancellation/termination of the contract..

**1.9 PUBLIC RECORDS:** Proposer shall comply with all public records laws in accordance with Florida Statutes, Chapter 119. In accordance with state law, Proposer agrees to:

- (a) Keep and maintain all records that ordinarily and necessarily would be required by the City.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Florida Statutes, Chapter 119. or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Proposer at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Proposer.



- (e) If Proposer does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

**EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.**

- 1.10 **INSPECTOR GENERAL:** Proposer is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of purchases and contracts, and may demand and obtain records and testimony from Proposer and its sub licensees and lower tier sub licensees. Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Proposer or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any order.
- 1.11 **NON - DISCRIMINATION:**
- 1.12 **CONE OF SILENCE:** Proposers are advised that a Cone of Silence will be in effect during this Bid. The Cone of Silence prohibits any communications, except written correspondence, regarding this Bid, between the Proposers or any Person representing the Proposers, and any member of the City Commission, the Commission's staff, any City employee authorized to act on behalf of the City to award the contract under this Bid, or any member of the Selection Committee. Failure to adhere to the Cone of Silence provisions is cause for rejection of a bid. The Cone of Silence will commence and take effect at the deadline for submitting proposals, as indicated in Section 1.7, above. All written correspondence with the City must be directed to the Chief Purchasing Officer, who is the only Person authorized to receive such documents.

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

“a. ‘Cone of silence’ means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

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

**1.13 LOCAL PREFERENCE:** In accordance with the City of Delray Beach Code of Ordinances Sec. 36.14, the City shall give preference to a Local Business if the Local Business' bid is

determined to be within five percent (5%) or five thousand dollars (\$5,000.00), whichever is less, of the lowest responsible and responsive proposer.

- 1.14 LITIGATION VENUE:** The Proposers waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Palm Beach County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 1.15 INDEMNITY/HOLD HARMLESS AGREEMENT:** Proposer shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Proposer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of any order including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Proposer shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of any order. To the extent considered necessary by the Chief Purchasing Officer and the City Attorney, any sums due Proposer under any order may be retained by City until all of City's claims for indemnification pursuant to any order have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

**Part II DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.1 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
- INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
- REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers. BID – a price and terms quote received in response to an ITB.
- PROPOSAL – a proposal received in response to an RFP. BIDDER – Person or firm submitting a Bid.
- PROPOSER – Person or firm submitting a Proposal.
- RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB. RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
- FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
- PROPOSER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
- CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

**CONTRACT** – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

**CONSULTANT** – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Proposer; Contractor or Consultant; Contract, Award, Agreement or Purchase Order .

- 2.2 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this solicitation that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### **PART III BIDDING AND AWARD PROCEDURES:**

- 3.1 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Bids will be publicly opened in the Purchasing Department Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder' s and the public in accordance with applicable regulations.
- 3.2 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City' s requirements.
- 3.3 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.4 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City ' s needs as they arise.
- 3.5 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City

personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder ' s responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.6 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Purchasing Department immediately. Such notification must be received by the Purchasing Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to the deadline for questions. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.7 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.8 **BID PROTEST: PROTEST OF AWARD / PROTEST BOND:** Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

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

Bid protests will follow the procedures set forth in City Code Ordinance 36.04.

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

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

- 3.9 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions,

samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

- 3.10 LIFE CYCLE COSTING :** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Delray Beach encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest .
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Officer reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform .
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions .
- 3.15 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes, City Ordinances, the Palm Beach County Code of Ethics and all other applicable rules and regulations relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City .

- 3.16 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City ' s interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable : the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder' s financial resources; the availability, quality and adaptability of the Bidder ' s supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid .

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re- bid, at the sole option of the City.

- 3.17 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof .

#### **PART IV BONDS AND INSURANCE**

- 4.1 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Delray Beach, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of an Agreement by the Contractor .

- 4.2 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions .

The Contractor shall provide to the Purchasing Department original certificates of coverage and receive notification of approval of those certificates by the City ' s Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City ' s Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.1 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor' s expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:  
Bidders name being removed from the City ' s bidder' s mailing list for a specified period and Bidder will not be recommended for any award during that period.  
All City Departments being advised to refrain from doing business with the Bidder.  
All other remedies in law or equity.
- 5.2 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 5.3 PACKING SLIPS:** It will be the responsibility of the awarded Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Delray Beach purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 5.4 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 5.5 TAX EXEMPTION:** The City of Delray Beach is exempt from State Sales Tax and Federal Excise Taxes. Where tax applies, the invoice must show gross, price, amount of tax, and net price. Exception certificate will be provided upon request.



- 5.6 **PAYABLE INTEREST:** *Payment of Interest.* The City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Bidder waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to the bid. *Rate of Interest.* In any instance where the prohibition or limitations herein are determined to be invalid or unenforceable, the annual rate of interest payable by the City, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).
- 5.7 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 5.8 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 5.9 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 5.10 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Proposer until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.11 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Florida Statutes, Chapter 442. Any toxic substance listed in Section 38F- 41.03 of the Florida Administrative Code delivered as a result of any order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.12 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

- 5.13 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.14 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.15 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.16 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon fifteen days written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.17 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel this agreement by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.18 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.19 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract for the duration of the contract and for three years after the final payment, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later. The Contractor agrees to make available to the City or designee, during normal business

hours all books of account, reports and records relating to any agreement as a result of this bid.

**5.20 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

**5.21 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

**5.22 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor' s cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non- adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

**5.23 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

**5.24 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un - patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid

prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.25 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City which consent may be withheld for any reason. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager ' s designee, depending on original award approval.

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# SECTION 5: SAMPLE AGREEMENT

AGREEMENT

BETWEEN

THE CITY OF DELRAY BEACH

AND

\_\_\_\_\_  
FOR

\_\_\_\_\_  
This is an Agreement ("Agreement"), made and entered into by and between: Delray Beach, a municipal corporation of the State of Florida, hereinafter referred to as "City," and \_\_\_\_\_, a Florida corporation, hereinafter referred to as "Second Party," (collectively referred to as the "Parties").

## WITNESSETH:

In consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

### ARTICLE 1

#### DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This Agreement includes Articles 1 through 9, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The City Commission of Delray Beach, Florida.
- 1.3 **Contract Administrator** - The Delray Beach City Manager or the Director of the Delray Beach \_\_\_\_\_ Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Second Party and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with

matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

- 1.4 **City Manager** - The administrative head of City appointed by the Board.
- 1.5 **City Attorney** - The chief legal counsel for City appointed by the Board.
- 1.6 **Project** - The Project consists of the services described in Article 2.

## ARTICLE 2

### SCOPE OF SERVICES

- 2.1 Second Party shall perform all work identified in this Agreement and as detailed in the RFP Scope of Services. The Scope of Services is a description of Second Party's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Second Party impractical, illogical, or unconscionable.
- 2.2 Second Party acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

## ARTICLE 3

### TERM AND TIME OF PERFORMANCE

- 3.1 This contract is in full force and effect upon full contract execution by the City of Delray Beach. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
- 3.2 All duties, obligations, and responsibilities of Second Party required by this Agreement shall be completed no later than **[time span]** after full contract execution by the City of Delray Beach. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
- 3.3 In the event services are scheduled to end due to the expiration of this Agreement, the Second Party agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. The Second Party shall be compensated for the service at the rate in effect when the extension is invoked by the City upon the same terms and conditions as contained in this Agreement as amended. The Chief Purchasing Officer shall notify Second Party of an extension authorized herein by written notice

delivered prior to the end of the term of the Agreement.

## ARTICLE 4

### COMPENSATION

4.1 City will pay Second Party, in the manner specified in Section 4.3, the total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for work actually performed and completed pursuant to this Agreement and \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for all reimbursables provided for in Section 4.2, which amounts shall be accepted by Second Party as full compensation for all such work and expenses. Second Party acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Second Party for its services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Second Party's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

### 4.2 REIMBURSABLES

4.2.1 In accordance with and pursuant to the City's procurement code and subject to the limitations set forth below, reasonable expenses, which are directly attributable to the Project may be charged at no more than actual cost. The maximum sum which may be charged for expenses shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and shall be limited to the following:

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically authorized in advance and in writing by the Contract Administrator. Transportation expenses to and from locations within the Miami-Dade/Broward/Palm Beach County area will not be reimbursed.
- b) Cost of printing drawings and specifications which are required by or of Second Party to deliver services set forth in this Agreement.

4.2.2 A detailed statement of expenses must accompany any request for reimbursement. Expenses other than auto travel must be documented by copies of paid receipts, checks, or other evidence of payment.

4.2.3 Second Party acknowledges that the dollar limitation set forth in Section 4.2.1 is a limitation upon, and describes the maximum extent of, City's obligation to reimburse Second Party for expenses, but does not constitute a limitation, of any

sort, upon Second Party's obligation to incur such expenses or perform the services identified in Article 2.

#### 4.3 METHOD OF BILLING AND PAYMENT

4.3.1 Second Party may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed. Second Party shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit "B"). The certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

4.3.2 City shall pay Second Party within thirty (30) calendar days of receipt of Second Party's proper invoice, or as required by Florida Law. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Second Party to comply with a term, condition, or requirement of this Agreement.

4.3.3 Second Party shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from City for such subcontracted work or supplies. If Second Party withholds an amount from subcontractors or suppliers as retainage, such retainage shall be released and paid within thirty (30) days following receipt of payment of retained amounts from City.

4.4 Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

4.5 Payment shall be made to Second Party at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## ARTICLE 5

### INDEMNIFICATION

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

## ARTICLE 6

### INSURANCE

- 6.1 Second Party shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "C" in accordance with the terms and conditions stated in this Article.
- 6.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. Second Party shall name City as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is City of Delray Beach, Florida. This official title shall be used in all insurance documentation.
- 6.3 Within fifteen (15) days of notification of award, Second Party shall provide to City proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. City reserves the right to obtain a certified copy of any policies required by the Article upon request. Coverage is not to cease and is to remain in force until the City determines

all performance required of Second Party is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of services unless a different time period is stated in Exhibit "C." City shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to City upon expiration.

- 6.4 City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.
- 6.5 If Second Party uses a subconsultant or subcontractor, Second Party shall ensure that each subconsultant or subcontractor names "City of Delray Beach, Florida" as an additional insured under the subconsultant's or subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

## ARTICLE 7

### TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, Second Party's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Second Party is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the Second Party provides a false certification submitted pursuant to Section 287.135, Florida Statutes. This Agreement may also be terminated by the Board:
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager

deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

- 7.4 In the event this Agreement is terminated for convenience, Second Party shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. Second Party acknowledges that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Second Party, for City's right to terminate this Agreement for convenience.
- 7.5 In the event this Agreement is terminated for any reason, any amounts due Second Party shall be withheld by City until all documents are provided to City pursuant to Section 9.1 of Article 9.

## ARTICLE 8

### NON-DISCRIMINATION

- 8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure by Second Party to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the City, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Delray Beach Code of Ordinances or under applicable law, with all of such remedies being cumulative.

Second Party shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

Second Party shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of any State or Federal law. Second Party shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Second Party shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, Second Party represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. City

hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle City to terminate this Agreement and recover from Second Party all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

## ARTICLE 9

### MISCELLANEOUS

#### 9.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City, and, if a copyright is claimed, Second Party grants to City a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Second Party, whether finished or unfinished, shall become the property of City and shall be delivered by Second Party to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Second Party shall be withheld until all documents are received as provided herein.

#### 9.2 PUBLIC RECORDS

City is a public agency subject to Chapter 119, Fla. Stat. Second Party shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Purchaser agrees to:

- 9.2.1 Keep and maintain all records that ordinarily and necessarily would be required by the City.
- 9.2.2 Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- 9.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- 9.2.4 Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Second Party at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Second Party.

9.2.5 If Second Party does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

### 9.3 INSPECTOR GENERAL.

Second Party is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Second Party and its sub licensees and lower tier sub licensees. Second Party understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Second Party or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

### 9.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

City shall have the right to audit the books, records, and accounts of Second Party and its subcontractors that are related to this Project. Second Party and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of Second Party and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Second Party or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Second Party and its subcontractors shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Second Party shall ensure that the requirements of this Section 9.3 are included in all agreements with its subcontractor(s).

### 9.5 TRUTH-IN-NEGOTIATION REPRESENTATION

Second Party's compensation under this Agreement is based upon representations supplied to City by Second Party, and Second Party certifies that the information supplied is accurate, complete, and current at the time of contracting. City shall be entitled to

recover any damages it incurs to the extent such representation is untrue.

#### 9.6 PUBLIC ENTITY CRIME ACT

Second Party represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

In addition to the foregoing, Second Party further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Second Party has been placed on the convicted vendor list.

#### 9.7 INDEPENDENT CONTRACTOR

Second Party is an independent contractor under this Agreement. Services provided by Second Party pursuant to this Agreement shall be subject to the supervision of Second Party. In providing such services, neither Second Party nor its agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Second Party or Second Party's agents any authority of any kind to bind City in any respect whatsoever.

#### 9.8 THIRD PARTY BENEFICIARIES

Neither Second Party nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

#### 9.9 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by

commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For City:

City Manager  
City Hall  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444

For Second Party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 9.10 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Second Party shall not subcontract any portion of the work required by this Agreement, except as may specifically provided for herein. Notwithstanding the Termination provision of this Agreement, City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Second Party of this Agreement or any right or interest herein without City's written consent.

Second Party represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Second Party shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Second Party's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

#### 9.11 CONFLICTS

Neither Second Party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Second Party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of Second Party's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Second Party is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Second Party or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Second Party is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Second Party shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Second Party.

#### 9.12 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 9.13 COMPLIANCE WITH LAWS

Second Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 9.14 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Second Party elects to terminate this Agreement. An election to terminate this Agreement based upon



this provision shall be made within seven (7) days of final court action, including all available appeals.

#### 9.15 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

#### 9.16 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

#### 9.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

#### 9.18 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A**

**PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.19 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Second Party or others delegated authority to or otherwise authorized to execute same on their behalf.

9.20 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.21 PAYABLE INTEREST

9.21.1 Payment of Interest. Except as required by the Prompt Payment laws, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Second Party waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

9.21.2 Rate of Interest. In any instance where the prohibition or limitations of Section 9.21.1 are determined to be invalid or unenforceable, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9.22 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. All Exhibits are incorporated into and made a part of this Agreement.

9.23 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.25 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: City through its Board, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and Second Party, signing by and through its \_\_\_\_\_, duly authorized to execute same.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Cary D. Glickstein, Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

AGREEMENT BETWEEN DELRAY BEACH, FLORIDA  
AND

---

SECOND PARTY

By \_\_\_\_\_  
(Sign name)

\_\_\_\_\_  
(Print name, Title)

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

WITNESS:

\_\_\_\_\_  
(Sign name)

\_\_\_\_\_  
(Print name)

WITNESS:

\_\_\_\_\_  
(Sign name)

\_\_\_\_\_  
(Print name)

(SEAL)

**EXHIBIT B**

**CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**

RFP/RLI/Bid/Contract No. \_\_\_\_\_

Project Title \_\_\_\_\_

\_\_\_\_\_

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 4.2.3 of the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or Supplier's name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. The undersigned is authorized to execute this Certification on behalf of CONTRACTOR.

Dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Contractor

By \_\_\_\_\_

(Signature)

By \_\_\_\_\_

(Name and Title)

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS  
(Continued)

STATE OF                    )  
                                  ) SS.  
COUNTY OF                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of officer taking acknowledgment)  
**typed, printed, or stamped**

\_\_\_\_\_  
(Title or rank)

My commission expires:

\_\_\_\_\_  
(Serial number, if any)

## EXHIBIT C

### **INSURANCE REQUIREMENTS OF THE CITY OF DELRAY BEACH**

Second Party shall not commence operations under the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Delray Beach Risk Manager. If you have any questions call (561) 243-7150.

The following insurance coverage shall be required.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute 440 and including Employers Liability coverage, regardless of the size of your firm. Second Party further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course and scope of their employment.
  
- B. General liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate annually, providing coverage for Premises and Operations, Products and Completed Operations, Fire Legal Liability, and Personal and Advertising Injury Liability. Insurance Policies must be obtained through insurance companies that are authorized to transact business in the State of Florida by the Department of Financial Services, and they must carry a minimum rating of A.M. Best of A- as to management and VII as to financial size.
  
- C. Motor Vehicle Liability Insurance covering all vehicles associated with Second Party operations to include all owned, non-owned and hired vehicles.  
  
The coverage will be written on an occurrence basis with limits of liability not less than \$1,000,000.00 combined single limit per each occurrence.
  
- D. The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage, non-renewal or cancellation.

Second Party shall furnish to the City, Certificate(s) of Insurance evidencing insurance required by the provisions set forth above. If any of the above coverages expire during the term of this Agreement, Second Party will provide a renewal certificate at least ten (10) days prior to expiration.

Mail to: City of Delray Beach, Attn. Risk Manager, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida 33444 with a copy to Assistant City Manager, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, FL 33444



## **SECTION 6: FORMS**

# CHECKLIST

- \_\_\_\_\_ Cover letter
- \_\_\_\_\_ Submittal form
- \_\_\_\_\_ References
- \_\_\_\_\_ Proposal Price Form
- \_\_\_\_\_ Proposer Information
- \_\_\_\_\_ Financial Information
- \_\_\_\_\_ Evidence of Insurance
- \_\_\_\_\_ Public Entity Form
- \_\_\_\_\_ Drug Free Workplace  
Form
- \_\_\_\_\_ Conflict of Interest Form
- \_\_\_\_\_ Acknowledgement of Addenda Form
- \_\_\_\_\_ Supplemental RFP Information

## COST PROPOSAL

<p><b>Full Management Fee: Delray Beach Golf Club Lakeview Golf Club</b></p>	<p>\$ _____</p>
--	-----------------

## PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal/Bid, the Proposer/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 from Street Address):

Telephone Number(s):

Fax Number(s):

Email Address:

Federal Employer Identification Number:

Firm Name

Signature

Print Name and Title

Date

By signing this document, the Proposer agrees to all terms and conditions of the solicitation and the resulting contract/agreement.

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

## PROPOSER INFORMATION

1. SUBMITTING FIRM NAME: \_\_\_\_\_

2. TYPE OF FIRM:  
CORPORATION \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_ OTHER \_\_\_\_\_

3. IF CORPORATION, COMPLETE THE FOLLOWING:

A. Date Incorporated: \_\_\_\_\_

B. State Incorporated: \_\_\_\_\_

C. Date Authorized in Florida: \_\_\_\_\_

D. President: \_\_\_\_\_

E. Vice President: \_\_\_\_\_

IF PARTNERSHIP, COMPLETE THE FOLLOWING:

A. Date organized: \_\_\_\_\_

B. Type: General \_\_\_ Limited \_\_\_\_\_

C. Name of Partners \_\_\_\_\_

4. SECRETARY OF STATE'S CHARTER NUMBER \_\_\_\_\_ (Attach Copy)

5. FEDERAL EMPLOYERS IDENTIFICATION NUMBER \_\_\_\_\_

6. PROFESSIONAL LIABILITY INSURANCE? YES \_\_\_ IF YES, ANSWER THE FOLLOWING:

A. Policy Number: \_\_\_\_\_

B. Company Name: \_\_\_\_\_

C. Amount: \_\_\_\_\_

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



## CONFLICT OF INTEREST DISCLOSURE FORM

The award of this RFP/bid/contract is subject to the provisions of Chapter 112, Florida Statutes and Palm Beach County Ordinance Section 2-443. All proposers/bidders/contractors must disclose: the name of any officer, director, or agent who is also an employee or relative of an employee of the City of Delray Beach.

Furthermore, all proposers/bidders/contractors must disclose the name of any City employee or relative(s) of a City employee who owns, directly or indirectly, an interest in the proposers/bidders/contractors firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this RFP/bid/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 as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

\_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

Acknowledged by:

---

Firm Name

---

Signature

---

Name and Title(Print or Type)

---

Date

# DRUG-FREE WORKPLACE

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

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

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

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

---

Firm Name

---

Signature

---

Name and Title(Print or Type)

---

Date



# PUBLIC ENTITY CRIMES

## NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

---

Firm Name

---

Signature

---

Name and Title(Print or Type)

---

Date

## PROFESSIONAL REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City State Zip \_\_\_\_\_  
Phone/Fax \_\_\_\_\_  
E-mail \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City State Zip \_\_\_\_\_  
Phone/Fax \_\_\_\_\_  
Contact Name \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City State Zip \_\_\_\_\_  
Phone/Fax \_\_\_\_\_  
Contact Name \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City State Zip \_\_\_\_\_  
Phone/Fax \_\_\_\_\_  
Contact Name \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City State Zip \_\_\_\_\_  
Phone/Fax \_\_\_\_\_  
Contact Name \_\_\_\_\_

## **Section: 7 Attachment**

**Capital Assets  
(Pages 1-17)**

## Capital Assets:

### DELRAY BEACH GOLF CLUB CAPITAL ASSETS FY 14/15

Ass et No.	Imp r No.	Item Description	Mo. Year	Day	Purchase Cost	Serial Number	Dep t.	Di v.	State Activi ty	Comme nts
506	0	3 COMPARTMENT SINK DRAIN BRDS	1	197						
			1	9	656.00		47	21	572	
3376	0	LANDSCAPING-MAINTENANCE BLDG	7	0	4,308.00		47	61	572	
				198						
3394	0	SPRINKLER - GOLF COURSE	8	5	1,725.00		47	61	572	
				198						
3599	0	CART PATH	0	1	30,603.30		47	21	572	
				198						
3601	0	CART PATH ASPHALT	7	1	17,513.80		47	21	572	
				197						
3617	0	IRRIGATION SYSTEM	7	1	110,741.00		47	21	572	
				198						
4386	0	WALL MOUNT WATER COOLER	1	1	606.05		47	21	572	
				198						
4390	0	WATER COOLER/WALL MOUNT	9	6	574.00		47	21	572	
				3						
7257	0	SEARS TOOL BOX	9	0	550.00		47	61	572	
				199						
7305	0	RYAN FAIRWAY AERATOR 1980	9	0	4,000.00	S/N 70082	47	61	572	
				199						
7316	0	RYAN VERTICUTTER 1990	9	0	3,000.00	S/N 141010	47	61	572	
				199						
7328	0	TORO VERTICUT REELS	9	0	2,000.00		47	61	572	
				3						
7331	0	FOLEY HOWER GRINDER	9	0	3,500.00		47	61	572	
				199						
7332	0	FOLEY BED KNIFE GRINDER	9	0	2,500.00		47	61	572	
				199						
7333	0	LAPPING MACHINE	9	0	1,500.00		47	61	572	
				3						
7354	0	TIMECLOCK	9	0	500.00		47	61	572	
				199						
8707	0	NORTHSTAR PHONE SYSTEM (STORED WITH AMENDA ALLEN)	1	2	4,932.79		47	61	572	
				199						
8920	0	SHUTTERS FOR PRO SHOP GOLF COURSE	1	2	4,142.77	RANDY SIEEN	47	61	572	

8923	2	LANDSCAPING-CONGRESS AVE PROJECT	1	2	199							
		LANDSCAPING-CONGRESS AVE/SOD 25% OF	2	9	2	5,089.32	TUTTLE'S DESIGN	47	61	572		
		PROJECT			199							
8923	0		8	6	3	13,875.00	RAPID TURF INC	47	61	572		
					199							
8923	1	LANDSCAPING-CONGRESS AVE(FINAL)	4	0	3	12,995.78	TUTTLE'S DESIGN	47	61	572		
		GRINTER- SPINMATIC II AUTOMATIC GRINDER- DE			199							
		BARA	1	2	3	9,500.00	RMS100D	47	61	572		
					199							
9275	0	CART PATH CONSTRUCTION W/ASPHALT OVERLAY	2	4	2	68,630.63	CHARLES WHITESIDE	47	61	572		
1026					199							
	0	SCONES-WALL @ GOLF COURSE CLUB HOUSE	6	5	5	9,863.40	VARIOUS VENDORS	47	63	572		
1055					199							
	8	G C CLUBHOUSE-VARIOUS MISC. EXPENSES	6	5	5	7,639.77	VARIOUS VENDORS	47	63	572		
1055					199							
	8	MILLWORK-PRO SHOP-ADVERTISING	4	7	5	116.52	PAL BEACH POST	47	63	572		
1055					199							
	8	G C CLUBHOUSE-CONSTRUCTION	6	1	6	15,510.00	O'CONNOR & TAYLOR	47	63	572		
1058					199							
	0	GOLF COURSE CLUBHOUSE-CONSTRUCTION	6	5	5	1,435,722.00	O'CONNOR/TAYLOR	47	63	572		
1058					199							
	0	600-3GALLONS FICUS BENJAMINE BUSH @ \$3.25	9	9	5	1,950.00	STARKEY ROAD ASS.	47	63	572		
1058		PRO-SHOP-WRECKING & REMOVAL OF REMAINING			199							
	0	STRUCTURE	6	5	5	4,100.00	THOMAS B. CUSKING	47	63	572		
1058		WINDOW FILM-6 MILL FOR DINING ROOM WINDOWS &			199		FLA.SUN CONTROL					
	0	G.C	9	8	5	1,697.00	INC	47	63	572		
1058		HANDICAPPED RAMPS & CURBING, PARKING SPACE			199		PAVEMENT					
	0	@ G.C.	7	1	5	4,152.40	MARKINGS	47	63	572		
1060					199							
	7	MOWER-TOPDRESSER 2300 SN/40429	2	9	4	5,841.64	HECTOR TURF	47	61	572		
1064					199							
	7	GOLF COURSE MAINT.BLDG-NEW SEWER LINES	7	1	5	2,550.70	SEMSCO	47	61	572		
1064					199		DAVID MILLER &					
	7	GOLF COURSE MAINT.BLDG-P/E 10/4/95	0	0	5	333.35	ASSOC	51	79	536		
1064					199		DAVID MILLER &					
	7	GOLF COURSE MAINT BLDG.	0	0	5	443.21	ASSOC	47	61	572		
1064		GOLF COURSE MAINT BLDG-ARCHITECTURAL			199		DAVID MILLER &					
	7	SERVICES	2	9	5	455.99	ASSOC	47	61	572		
1064		GOLF COURSE MAINT BLDG-WASHDOWN			199							
	7	SLAB/PESTICIDE FIL	2	2	6	19,469.70	AHRENS COMPANIES	51	79	536		
1064		GOLF COURSE MAIN.BLDG.-ARCHITECTURAL			199		DAVID MILLER &					
	7	SERVICES	2	9	6	195.85	ASSOC	47	61	572		
1064		GOLF COURSE MAINT. BLDG-WASHDOWN SLAB-			199		NUTTING					
	7	TESTING	2	3	6	37.50	ENGINEERING	51	79	536		

1065				2	199							
6	1	ADVERTISEMENT-GOLF COURSE RESTROOM	9	2	5	135.94	P.B.NEWSPAPERS INC	47	61	572		
1065		DEMOLITION-SITE "B" CBS STRUCTURE @ GOLF	2	199			FREDERICO					
6	2	COURSE	9	9	5	1,800.00	EQUIPMENT	47	61	572		
1065		DEMOLITION-SITE "A" BATHROOM (WOOD	1	199			FREDERICO					
6	3	STRUCTURE)G.C.	9	5	5	2,900.00	EQUIPMENT	47	61	572		
1065			1	1	199							
6	4	GOLF COURSE RESTROOMS	2	5	5	14,562.00	AIKMAN CORP	47	61	572		
1065		GOLF COURSE RESTROOM ADDITIONS (2)-PROGRESS	1	199								
6	5	DRAWER	1	3	5	22,788.00	AIKMAN CORP	47	61	572		
1065		GOLF COURSE RESTROOM ADDITION-ARCHITETURAL	1	2	199		DAVID MILLER &					
6	7	SERVICE	0	0	5	990.00	ASSOC	47	61	572		
1065					199		DAVID MILLER &					
6	6	GOLF COURSE RESTROOM ADDITONS (2)	1	5	6	355.00	ASSOC	47	61	572		
1065				1	199							
6	8	GOLF COURSE RESTROOMS (2)	4	2	6	4,850.00	ALKMAN CORP.	47	61	572		
1065		GOLF COURSE MAINTENENCE BLDG-CONDUIT PIPE,	2	2	199							
8	1	ETC	7	8	5	148.00	SEMSCO	47	61	572		
1066		TROPHY CASE-CUSTOM TROPHY CASE		1	199		MAHOGANY/GLASS					
4	0	72"WX20"DX84"H	6	5	5	3,195.00	DOORS	47	63	572		
1066		TROPHY CASE-CUSTOM-BALANCE OF INVOICE ON			199							
4	1	CASE	7	6	5	2,630.85	TURNER GREENBERG	47	63	572		
1066		CHANDELIERS-1/CUSTOM 48X60-3/DANA CREATH		1	199							
5	0	48X36	6	5	5	4,798.00	VARIOUS VENDORS	47	63	572		
1066				2	199		WATKINS MOTOR					
5	1	CHANDERLIER-SHIPPING CHARGES-ORIGINALS 22	7	8	5	463.30	LINES	47	63	572		
1068		GOLF BAG STORAGE UNITS-HIGH DENSITY-		1	199							
4	0	INSTALLATION	6	5	5	3,529.03	INTERNAT'L GP MKT	47	63	572		
1070		TABLE & MIRROR-50% DEPOSIT(COUNTRY		1	199		ATLANTIC					
1	0	LEMONADE)	6	5	5	385.00	DECORATIVE	47	63	572		
1070		BAG STORAGE-HIGH DENSITY GOLF BAG STORAGE		2	199		INTERNATIONAL					
2	0	UNIT/ADD	6	3	5	3,693.70	GROUP	47	63	572		
1070		TELEPHONE SYSTEM-DATA/TELEPHONE CABLING &		1	199							
3	0	STATIONS	4	4	5	4,525.00	UNIVERSAL CABLING	47	63	572		
1070		TELEPHONE SYSTEM-WIRING/MODULE/NORTHSTAR		2	199							
3	1	SET	4	1	5	6,562.00	BELLSOUTH COMM	47	63	572		
1070		TELEPHONE SYS.-NVM REL.MOD4,LS/DS,UPGRADES		1	1	200						
3	2	@ M.G.C	1	4	1	13,833.26	BELL SOUTH	47	61	572		
1078		MOWER-GROUNDS MASTER GM325D 30788 -72"		1	199							
3	0	RECYCLER	8	8	5	12,055.00	HECTOR TURF	47	61	572		
1078		LECTURN-PORTABLE LECTURN/SOUNDCRAFT L43B		2	199		BLUMBERG					
4	0	#SOUL46B	9	9	5	769.00	COMMUNICAT	47	63	572		
1078		DANCE FLOOR-21X21 OAK PARQUET 49 PANEL 18		1	199		EDWARD DON &					
5	0	TRIM SEC	8	1	5	4,485.00	COMPANY	47	63	572		
1078	0	FOOTRAIL-BRASS FOOTRAIL W/COMBO WALL/FLOOR	8	1	199		OFF THE WALL	47	63	572		

6		BRACKET	1	5	1,645.00	CONCEPT				
1078				199		COMPUTER				
8	0	COMPUTER-CARTER MATE SYSTEM	8	4	5	4,629.00	ASSISTANCE	47	63	572
1083				199						
6	0	COOLER/FREEZER-AMERIKOOLER WALK- IN/RACKS/BEER PAK	7	8	5	6,102.00	CHOICE RESTAURANT	47	63	572
1083				199						
9	0	BROILER-SALAMANDER VULCAN BROILER	7	8	5	600.00	CHOICE RESTAURANT	47	63	572
1084				199						
0	0	CHEFS COUNTER	7	8	5	11,862.00	EQ	47	63	572
1084				199						
1	0	REFRIGERATOR PANTRY TABLE	7	8	5	2,974.00	EQ	47	63	572
1084				199						
2	0	CUSTOM FABRICATION	7	8	5	2,583.00	EQ	47	63	572
1084				199						
4	0	TABLE-SOILED DISH BUS BOY TABLE/HOSE	7	8	5	4,167.00	EQ	47	63	572
1084				199						
5	0	TABLE-CLEAN DISH TABLE	7	8	5	539.00	EQ	47	63	572
1084				199						
7	0	CART-BANQUET CART	7	8	5	1,400.00	EQ	47	63	572
1084				199						
8	0	CART- BANQUET CART	7	8	5	1,400.00	EQ	47	63	572
1084				199						
9	0	HOBARD D-300 30 QT	7	8	5	2,950.00	EQ	47	63	572
1085				199						
0	0	QUEEN FWE# VCU 6U 512 AL	7	8	5	984.50	EQ	47	63	572
1085				199						
1	0	QUEEN FWE# VCU 6U 512 AL	7	8	5	984.50	EQ	47	63	572
1085				199						
2	0	CLEVELAND KDM-40-7 USED	7	8	5	3,900.00	EQ	47	63	572
1085				199						
4	0	PREPTABLE-TABCO SINK WORKTABLE/PREPTABLE	7	8	5	4,253.00	EQ	47	63	572
1085				199						
5	0	OVERSHELF-TABCO WALL MOUNT DOUBLE OVERSHELF	7	8	5	625.00	EQ	47	63	572
1085				199						
6	0	FOOD CUTTER W/9" VEGETABLE SLICER/SHREDDER	7	8	5	2,400.00	EQ	47	63	572
1085				199						
7	0	REFRIGERATOR	7	8	5	1,477.00	CHOICE RESTAURANT	47	63	572
1085				199						
8	0	REFRIGERATOR-HOBART ROLL-IN	7	8	5	1,600.00	CHOICE RESTAURANT	47	63	572
1086				199						
6	0	RANGE- GARLAND 4 BURNER RANGE (USED)	7	8	5	1,050.00	EQ	47	63	572
1087				199						
1	0	SINK- POT & PAN SINK	7	8	5	1,698.00	EQ	47	63	572
1087				199						
2	0	POT RACK-WALL MOUNTED DOUBLE POT RACK	7	8	5	563.00	EQ	47	63	572

1087		OVEN SHELF-SHELVING (EPOXY) DOUBLE OVEN	2	199		CHOICE RESTAURANT				
3	0	SHELF	7	8	5	936.00	EQ	47	63	572
1087		BUS BOY W/FOOD DISPOSAL & CONTROL PANEL	2	199		CHOICE RESTAURANT				
4	0		7	8	5	2,164.00	EQ	47	63	572
1087		RACK-GLASS STORAGE RACK W/DRAIN BOARD TOP	2	199		CHOICE RESTAURANT				
6	0		7	8	5	1,884.00	EQ	47	63	572
1087		ICE CHEST- W/BUILT IN COLD PLATE	2	199		CHOICE RESTAURANT				
7	0		7	8	5	672.00	EQ	47	63	572
1087		ICE CHEST- SUPREME ICE CHEST PASS THRU	2	199		CHOICE RESTAURANT				
9	0		7	8	5	1,055.00	EQ	47	63	572
1088		SINK- SUPREME BAR SINK	2	199		CHOISE RESTAURANT				
0	0		7	8	5	543.00	EQ	47	63	572
1088		ICE CHEST- SUPREME	2	199		CHOICE RESTAURANT				
1	0		7	8	5	672.50	EQ	47	63	572
1093		SHED-12X16 STORAGE SHED @ EXECUTIVE GOLF	1	1	199					
1	0	COURSE	1	7	5	2,220.00	TEDS SHEDS	47	63	572
1093		SIGN-36X48" GR.W/CITY LOGO @ PARKING LOT	1	2	199					
3	0	ENTRANCE	1	2	5	1,150.00	RAINBOW SIGNS	47	61	572
1098		WALL SCONCE-DANA CREATH\STYLE#10104\18 1/2"H		199			DANA CREATH			
4	0	X13"W	6	1	6	896.29	DESIGNS	47	63	572
1098		WALL SCONCE-DANA CREATH/STYLE#10104-18		199						
4	1	181/2HX13"W	6	1	6	896.29	DANA CREATH	47	63	572
1120		FABRIC-WINDOW TREATMENT/MULTI-PURPOSE		199						
9	0	SOFTWARE-CATERMATE ON-PREMISE PLUE(3	4	7	5	923.33	HINSON %JERRY PAIR	47	63	572
1125		USERS)D.PYMT.		199			COMPUTER			
2	0	FLOOR-CUSTOM FABRICATED ENJAC FLOOR/DRAIN	6	1	6	4,000.00	ASSISTANCE	47	63	572
1128		THROUGH		199						
2	0	CABINetry & MILLWORK FOR PRO SHOP	7	8	5	1,034.00	CHOICE RESTAURANT	47	63	572
1129		TABLE-DINING FOR GRILL-NILE GREEN/WHITEWASH		199			OFF THE WALL			
0	0		7	4	5	28,945.00	CONCEPT	47	63	572
1129		TABLE-DINING FOR GRILL-NILE GREEN/WHITE WASH		199						
1	0		7	8	5	577.08	SHELBY WILLIAMS	47	63	572
1129		TABLE-DINING FOR GRILL-NILE GREEN/WHITE WASH		199						
2	0		7	8	5	577.08	SHELBY WILLIAMS	47	63	572
1129		TABLE-DINING FOR GRILL-NILE GREEN/WHITE WASH		199						
3	0		7	8	5	577.08	SHELBY WILLIAMS	47	63	572
1164		CHANDELIER CLUBHOUSE GC EXPANSION-1997		199						
8	0	CHANDELIER-DANA CREATH	8	1	7	1,800.00	PETER MANDEL INC	47	63	572
1208		DESIGN/CLUBHOUSE(P.MANDEL)		199						
7	0	CHANDELIER-DANA CREATH DESIGN@CLUBHOUSE	8	6	6	515.25	PETER MANDEL INC	47	63	572
1208		(P.MANDEL)		199						
8	0	LS-57B -PVC/COUPLINGS @ MUNICIPAL	8	6	6	515.25	PETER MANDEL INC	47	63	572
1212		G.C.(CONSOLIDATE		199			CONSOLIDATED			
1	0		9	6	6	569.13	ELECTRI	47	63	572
1212		CLUBHOUSE-GC		199			O'CONNOR & TAYLOR			
0	0		8	1	199			47	63	572



3		EXPANSION/CONSTRUCTION(O'CONNOR)1996			7	240,753.00				
1212		CLUBHOUSE-GC EXPANSION-ARCHITECTURAL			199					
3	1	SERVICES 97	8	1	7	5,274.19	DIGBY BRIDGES	47	63	572
1212		LIGHTING CONTROLS-CLUBHOUSE-GC EXPANSION			199					
3	2	(1997)	8	1	7	975.00	BEST ELECTRIC. EXP.	47	63	572
1212		CLUBHOUSE-GC EXPANSION-ARCHITECTURAL			199					
3	3	SERVICES1996	8	1	7	15,604.95	DIGBY BRIDGES	47	63	572
1212					199					
3	4	CLUBHOUSE-GC EXPANSION/CONSTRUCTION--1997	8	1	7	142,155.00	O'CONNOR & TAYLOR	47	63	572
1220		WINDOW TREATMENT-REUPHOLSTER-GC EXPANSION	1	1	199					
0	0	1997	2	2	6	1,682.00	DESIGNER WINDOWS	47	63	572
1232					199					
1	0	CARPET CLEANING MACHINE WINDSOR COMODORE	5	6	7	5,021.25	SUPPL	47	63	572
1243		GOLF COURSE-MAINT.BLDG. 3 SIDED SHELTER			199					
3	0	20X140'	9	1	7	42,289.00	CONTRACT	47	61	572
1248		GOLF COURSE-RENOVATION OF EXISTING DRIVING			199					
3	0	RANGE T	9	6	7	4,500.00	GLOBAL GOLF CORP	47	61	572
1248		GOLF COURSE-RENOVATION BERMUDA GRASS			199					
3	1	(BUSHEL)	9	0	7	1,305.00	GREG NORMAN TURF	47	61	572
1258					199					
8	0	PIPE-FITTINGS & VALVES AT GOLF COURSE	2	9	7	995.00	PLUMBING EXPERTS	47	61	572
1294		TOP DRESSING TURF MACHINE-TURFCO SP-1530 @			199					
3	0	MUN.G.C	1	2	9	8,329.00	890575	47	61	572
1295		MONITOR-ANALOG MONITOR/RADIO INTER. @GC.RAW			199					
4	0	WTRWELL	2	9	9	27,641.07	DATA FLOW SYSTEMS	51	22	536
1298		GOLF-CARRYALL PLUS GAS UTY.VEHICLES @			199					
1	0	MUN.GOLF	3	6	9	4,824.60	EG9928778712	47	61	572
1298		MOWER-TORO GREENSMaster GR3100 W/BLADES @			199					
5	0	MUN.GOLF	3	6	9	16,226.59	81281 HECTOR TURF	47	61	572
1337					199					
2	3	FUEL ISLAND-FUEL FACILITY @ GOLF COURSE	9	0	9	27,483.00	DELTA PETROLEUM	47	61	572
1372		TRAFFIC CALMING-HIGHLAND AVE(JOB COST)01-02			200					
3	3	GOLF C	1	9	1	5,817.00	JOB COST	47	61	572
1372		TRAFFIC CALMING-HIGHLAND AVE(MISC)445-6517 '01-			200					
3	4	02	2	8	1	5,455.00	VARIOUS VENDORS	47	61	572
1372		TRAFFIC CALMING-HIGHLAND AVE RDWAY			200					
3	0	IMPROVEMENTS(GG	9	0	2	2,250.00	SURVEY SOUTH	29	11	519
1372		TRAFFIC CALM-HIGHLAND AV RDWAY IMP(446-			200					
3	1	65.17)00/01	9	0	2	13,034.19		47	61	572
1372		TRAFFIC CALM.-HIGHLAND A (JOB COST)446-65.17 00-			200					
3	2	01	9	0	2	376.00	HIGHLAND AVE./GC	47	61	572
1390					200					
1	8	LAVERS PROPERTY MISC (FY00/01) 117-63.90	1	2	0	133,766.86	VARIOUS VENDORS	41	33	572
1390					200					
1	9	LAVERS PROPERTY (JOB COST) 117-6390 FY 00/01	1	0	0	94.00	ES JOB COST	41	33	572

1541		REFRIGERATED	2	200						
5	0	MERCHANDISER/GLASS&ROSEWOOD@MUN.G.C	4	9	5	2,006.00	EDWARD DON & CO	47	61	572
1541		CHARBROILER-STOVE GAS VULCAN HEART AT	1	200						
6	0	MUN.GOLF C.	4	5	5	3,637.90	EDWARD DON & CO	47	61	572
1610		GOLF COURSE BRIDGE CONSULTING SERVICE -445	3	200			HANSON ENGINEERS			
3	0	98/99	9	0	1	7,308.00	INC	47	61	572
1610		BRIDGE-GOLF COURSE BRIDGE	3	200			HANSON ENGINEERS			
3	1	DESIGN(ENGINEERS)99/2000	9	0	1	800.00	INC	47	61	572
1616		ROAD IMP.-JEFFERSON RD/DELRAY CLINIC(MISC)445-	3	200						
9	0	5390	9	0	2	369.60	VARIOUS VENDORS	47	61	572
1626			1	199			SOUTH FLA.KURB			
4	0	GOLF COURSE-CURBING @ MUN.GOLF COURSE 63-90	2	3	9	3,700.00	KING	47	61	572
1626			1	200			SOUTH FLA.KURB			
4	1	GOLF COURSE-CURBING @ MUN.GOLF COURSE 63-90	2	8	0	4,125.00	KING	47	61	572
1626		GOLF COURSE-CURBING @ MUN. GOLF COURSE 63-		200						
4	2	90	1	7	0	3,150.00	SO.FLA.KURB KING	47	61	572
1629			1	200						
5	0	PRINTER-LASERJET 2100SE @ GOLF COURSE	1	4	0	699.99	OFFICE MAX	47	61	572
1629			2	200			B&C MORTENSEN			
7	0	PORTA-ZEBO, PRIVACY LATTICE ROOM DIVIDERS-G.C	1	1	0	943.00	WOOD P	47	61	572
1629				200						
8	0	BACKHOE-WOODS BH7500 @ G.C.	1	7	0	5,775.00	695372	47	61	572
1644		BRIDGE-GOLF COURSE BRIDGE REDO (CONST) 445-	3	200			HANSON ENGINEERS			
1	0	63.90	9	0	1	5,339.44	INC	47	61	572
1644		BRIDGE-GOLF COURSE BRIDGE (CONST) 445-63.90	1	200						
1	1	00/01	1	2	1	13,318.70	VARIOUS VENDORS	47	61	572
1652			3	200						
2	0	PATIO-EAST & WEST @ MUNICIPAL GOLF COURSE	9	0	0	6,878.00	CSE PAVING OF FLA.	47	61	572
1670		KEYPAD-LIBERTY 8E SAFTY OCK @2200 HIGHLAND	2	200						
2	0	GOLF C.	4	7	1	750.00	CK'S LOCKSHOP	47	61	572
1678		JOHN DEER-COLLECTION	2	200			NUCRANE			
4	0	SYSTEM/SWEEPING/VACUUM @GOLF	6	9	1	8,000.00	MACHINERY	47	61	572
1681		CURBING-2500' CURBING EXTRUDED ON CART PATS	1	200						
8	0	@ GC	7	3	1	4,053.00	S.FLA KURB KING INC	47	61	572
1686		CURBING-2500' EXTRUDED ON CART PARTS @ GOLF	3	200			SO.FLA KURB KING			
6	0	COURSE	9	0	1	3,202.50	INC	47	61	572
1691		ROOM VIEWER SINGLE USER SOFTWARE @	1	2	200					
4	0	MUN.GOLF COURSE	1	1	1	1,089.16	CBORD GROUP INC	47	61	572
1693		WATER CONDITIONER-SOFTNER 1.5" @ GOLF	1	1	200					
3	0	COURSE	2	4	1	2,138.00	WATER ZONE	47	61	572
1694		GOLF COURSE-AWNING REPLACEMENT OVER BAG		200						
4	0	DROP WALK	1	4	2	6,795.00	DELRAY AWNING INC	47	61	572
1694		GOLF COURSE-CLUBHOUSE BUILDING/ROOF	2	200						
5	0	REPAIRS 50%	1	5	2	4,420.00	RON BELL INC	47	61	572
1694		SMOKE MASTER FOR BAR AREA @GOLF COURSE 445'	1	3	200		MERRIL FOX	47	61	572

6	01-02		1	2	1,650.00	ENTERPRIS				
1694	SMOKE MASTER FOR BAR AREA-@ GOLF COURSE FY		3	200		MERRIL FOX				
7	01-02		1	1	2	1,650.00	ENTERPRIS	47	61	572
1694	GL0 GOLF LIFT TURF EQUIP.MODEL HGL9@ GOLF		1	1	200					
8	COURSE		1	8	2	5,477.00	45272-01-11-6-252	47	61	572
1710	MOWER-JACOBSEN LS2500 33 HP ENGINE DIESEL @		1	1	200					
9	GC		8	6	2	30,128.00	94502300127	47	61	572
1711	TRACTOR-JOHN DEER 5220 W/ LOADER 521 @				200					
0	MUN.GOLF C		8	2	2	22,623.44	LD522OP226202	47	61	572
1712	GOLF CART-2002 CLUB CAR CARRYALL UTILITY				200					
9	VEHICLE		9	3	2	4,480.00	CLUB CAR INC	47	61	572
1713	TRUCK-2002 DODGE RAM 250 VEH#776FY 01/02 DB				200					
6	GOLF		9	7	2	20,214.00	3B7KC23Z92M287313	33	12	591
1720	GREENS-& RECLAIM WTR.G.C(CONSTRUCT)441-6390				200					
0	2002-3		9	0	3	343,450.50	VARIOUS VENDORS	51	81	536
1720	GREENS-REUSE WATER(ENG/ARCHT)(3130)445-				200					
0	6390'2002-3		9	0	3	41,850.00	JE FROM31.30 TO			
1720	GREENS-RECLAIM WTR.IRR.LAKE(MISC.) 441-				200					
0	6390'02/03		9	0	3	70.00	6390	47	61	572
1720	GREENS-& REUSE WATER (MISC-LANDSCAPE) 445-				200					
0	6320 '03		9	0	3	1,254.42	VARIOUS VENDORS	47	61	572
1720	GREENS-REUSE WATER IRR.LAKE(CONST)445-6320				200					
0	2002-03		9	0	3	562,696.43	VARIOUS VENDORS	47	61	572
1720	GREENS-RECL.WTR.GC(LANDSCAPE/SAND)445-6320				200					
0	'02-03		9	0	3	9,598.30	RINKER MATERIALS	47	61	572
1720	GREENS-GREEN REPLACEMENT(CONST)445-6320				200					
0	FY02-03		9	0	3	185,626.57	TOTAL GOLF CONST.	47	61	572
1720	GREENS-& RECLAIM WTR.G.C(CONSULTIN)441-6390				200					
0	2002-3		9	0	3	2,600.00	VARIOUS VENDORS	51	81	536
1720	GREENS-GREEN REPLACEMENT(CONST)445-6320				200					
0	FY03-04		2	3	4	278.50	BRUCE CARTER	47	61	572
1720	FLOOR-DANCE FLOOR 18'X18' CAMLOCK OAK				200					
9	PORTABLE @GC		2	0	2	4,633.20	SICO NORTH			
1729	TORO TRACTION UNIT MILTI PRO 1200 @ MUN.GOLF				200					
7	02-03		5	2	3	14,906.68	220001064	47	61	572
1740	MOWER-ALL FLEX MOWER LANDPRIDE 11 FT				200					
9	MOWER@GC'02/3		8	5	3	9,097.99	353153	47	61	572
1759	MOWER-GREENSMaster 3100 @ MUN.GOLF COURSE				200					
0	TRACTOR-JOHN DEER UTILITY TRACTOR #5105 @		3	9	4	17,532.57	230000231	47	61	572
1759	GOLF C.				200					
9	GOLF CLUB CAR-2004 TURF 2 GASOLINE UTILITY		4	6	4	20,891.00	LV5105C512157	47	61	572
1775	VEH.G.C				200					
7	GOLF CLUB CAR-2004 TURF 2 GASOLINE UTILITY		3	1	5	5,350.00	CLUB CAR INC	47	61	572
1775	VEH.G.C				200					
8	GOLF CLUB CAR-2004 TURF 2 GASOLINE UTILITY		3	1	5	5,350.00	CLUB CAR INC	47	61	572
0	VEH.G.C				200					

1775		GOLF CLUB CAR-2004 TURF 2 GASOLINE UTILITY	1	200						
9	0	VEH.G.C	3	1	5	5,350.00	CLUB CAR INC	47	61	572
1782		MOWER-JOHN DEERE 3235C LIGHTWEIGHT TURF	1	200						
4	0	SYSTEMII	9	9	5	40,144.00	TC3235C020739	47	61	572
1792				200						
8	0	DRAFT BEER COOLER 48" @ DBGC FY 05-06	4	5	6	1,300.00	SHORTORDER.COM	47	61	572
1795				1	200					
7	0	TRACTOR-JOHN DEER 5105 UTILITY TRACTOR	4	1	6	20,926.00	LV5105C710602	47	61	572
1798		MOWER-GREENS GROOMER DRAG BRUSH	2	200						
3	0	W/LIFT@DBGC '05/06	7	8	6	2,935.37	PATTEN TURF INC	47	61	572
1799		BLOWER-BUFFALO TURBINE BLOWER W/KOHLER	2	200						
5	0	ENGINE@GC	7	4	6	6,500.00	11336	47	61	572
1902		BOOM W/ELECTRIC LIFT SMITHCO SPRAYSTAR 1600	2	200						
4	0	FY05/6	7	6	6	17,853.00	SS1134 & J607-493	47	61	572
1910		MOWER-JOHN DEER FAIRWAY #3235C TURF	1	200						
9	0	SYSTEMII-M.G.C	2	5	6	42,469.60	TC3235C030434	47	61	572
1921		REFRIGERATION-2 COMPT WALK-IN	2	200			REGAL FOOD			
3	0	(50%DEPOSIT)DBGC '07	7	0	7	11,143.50	SERVICE	47	61	572
1921		REFRIGERATION-2 COMPT WALK-IN (50%FINAL)DBGC-	1	200			REGAL FOOD			
3	1	06/07	9	2	7	11,143.50	SERVICE	47	61	572
1928				1	200					
1	0	TRACTOR-JOHN DEERE AERCORE 2000 AERATOR	1	9	1	18,300.00	10049	47	61	572
1928		DANCE FLOOR-PORTABLE VINYL FLOOR,DARK	3	200			CROWD CONTROL			
4	0	OAK/MUN.G.C	9	0	7	2,184.70	DEPOT	47	61	572
1929		ICE MAKER 1000 LB SCOTSMAN/ACCRUED 13/07-	3	200						
7	0	MUN.GOLF	9	0	7	5,840.00	DB GOLF COURSE	47	61	572
1936				1	200					
4	0	6BURNER,LPGAS,36"GARLAND(RESTAURANT)MUN.GO	2	7	7	1,465.00	SX626 MODEL	47	61	572
1937		GOLF-MOWER TURFCO WIDESPIN1530 TOP DRESSER	1	200						
0	0	445	2	3	8	10,895.00	J00270	47	61	572
1937		GOLF-MOWER TORO SAND PRO INFIELD PRO5040	1	200						
1	0	MOD#08705	2	8	8	13,125.00	280000333	47	61	572
1937		GOLF-2008 TURF II UTY RANGE PICKER-CLUB TRUCK	1	1	200					
2	0	445	2	9	7	7,000.00	600811624154C	47	61	572
1937				200						
3	0	GOLF-BALL PICKER (3) GANG AT GOLF COURSE 445	2	6	8	1,810.00	PARETO HOLLROCK	47	61	572
1939		DEEP FRYER-DEAN NATURAL GAS AT MUNICIPAL	2	200			EAST BAY			
1	0	GOLF	4	5	8	795.99	RESTAURANT	47	61	572
1939				2	200		ALL ON STAGE			
2	0	SOUND SYSTEM-MUN.GOLF(RDL RACK/WALL MOUNT)	2	5	8	2,333.00	PRODUCT	47	61	572
1939		SOUND SYSTEM-MUN.GOLF-RAINE CP52 MICLINE	2	200			ALL ON STAGE			
2	1	PROCESS.	2	5	8	1,528.00	PRODUCT	47	61	572
1939				200						
3	0	SPREADER-FERT/VICON (MAKE..TARVER) @ DBGC	2	4	8	2,400.00	52081	47	61	572

1939		MOWER-GREENSMaster 3100 W/BLADE CUTTING			200							
4	0	UNIT/GC	4	9	8	21,584.38		270000341	47	61	572	
1969					201							
3	0	GRILL-HOT DOG ROLLER GRILL FY 2010-11	5	3	1	1,043.11	MODEL X 802		47	61	572	
1973		TV-FLAT PANEL TV 43-49" SAMSUNG AT MUNICIPAL	1	3	200		LN46A500/					
3	0	GOLF	2	1	8	1,075.00	PCARD12042		47	61	572	
1976		SPEED ROLLER-2008 DMI SR 103 HR ROLLER/GOLF			200							
4	0	COURSE	2	7	9	10,500.00	SR081400		47	61	572	
1984					200							
4	0	GOLF CARTS 2009-82 CLUB CAR @MUN.GC	9	8	9	357,847.19	CLUB CAR INC		47	61	572	
1994		VEHICLE-TURF UTILITY VEHICLE W/ELECTRIC LIFT &			201							
2	0	KIT	8	7	0	6,105.75			47	61	572	
1994		VEHICLE-TURF UTILITY VEHICLE W/ELECTRIC LIFT &			201							
3	0	KIT	8	7	0	5,645.25			47	61	572	
1995		WASHER-50 GOLF BALL WASHER W/DRUG-PROSHOP	1	3	201		WITTEK GOLF					
1	0	FY10-11	0	1	0	2,466.00	SUPPLY		47	61	572	
1995		BALL DISPENSER-SIGNATURE 10K/TOKEN/KEY-	1	3	201		WITTEK GOLF					
2	0	FY2010-11	0	1	0	5,269.00	SUPPLY		47	61	572	
1999		AIR HANDLER SYSTEM-RUDE@MUN GOLF L. SUGG			201		ISLAND AIR					
6	0	RM FY11	2	4	1	6,230.00	CONDITION		47	61	572	
2004		COMPUTER-OPTIPLEX 745 DELL/MUN.GOLF-			200							
0	0	RECEPTION 06/7	2	8	7	1,192.16	G2KMKC1 (DBG001)		47	61	572	
2005					200		38MMKC1/NOT					
8	0	COMPUTER-OPTIPLEX 745 GOLF COURSE	2	8	7	1,192.16	ASSIGNED		41	25	572	
2071					200							
4	0	COMPUTER-OPTIPLEX 960MT MUNICIPAL G/C	4	8	9	1,143.57	2M55TJ1/CA003		61	12	519	
2072					200							
9	0	COMPUTER-OPTIPLEX 960 MT-HEAD PRO/DBG0	5	0	9	1,071.26	765T5J1		47	61	572	
2073		COMPUTER-OPTIPLEX 960 MT-BOOK KEEPING 003			200							
0	0	DGBC	5	0	9	1,071.26	7G7J4J1		47	61	572	
2112		ICE MACHINE-ICE-O-MATIC AT MUN.GOLF COURSE	1	1	201							
1	0	FY11/12	0	0	1	4,691.70		1.10713E+13	47	61	572	
2116		OVEN-CONVECTION,GAS 2DECK/EPAY#3975 GC FY11-			201							
4	0	12	8	9	2	5,415.00	EDWARD DON & CO		47	61	572	
2116		CHARBROILER, GAS STEAKHOUSE BROILER E#3975			201		EDWARD DON &					
5	0	GC'12	8	9	2	3,938.06	SONS		47	61	572	
2116					201		EDWARD DON &					
6	0	RANGE, GAS36" HEAVY DUTY E#3975 MGC FY2011/12	8	9	2	5,464.54	SONS		47	61	572	
2116					201							
7	0	BALL PICKER-3GANG RANGE ROVER@MGC FY2011-12	7	0	2	2,459.99	WITTEK		47	61	572	
2116		MOWER-TORO 3500D ROTARY MOWER/USED/MCG			201							
8	0	FY2011-12	7	3	2	14,000.00	WW SOD & EQUIP.		47	61	572	
2116		MOWER-2007 FAIRWAYS TORO USED MOWER/MGC			201		WW SOD &					
9	0	FY2011-12	7	3	2	13,500.00	EQUIOMENT		47	61	572	
2117		GOLF UTY-2013 TURF II UTY VEHICLE/445-6490	9	7	201		RG1306344921		47	61	572	

5		FY11/12			2	8,145.00				
2117					2	201	ATION SPORTS			
6	0	GOLF NETTING PANELS- MG 445-6490 FY 2011/12	8	8	2	3,700.00	NETTING	47	61	572
2119					1	201				
2	0	AIR CONDITIONING-DBGC-LOCKER ROOM	0	1	2	6,700.00		47	61	572
2119					1	201				
3	0	AIR CONDITIONING-DBGC-OFFICES	0	1	2	6,700.00		47	61	572
2123					1	201				
5	0	MOWER-27HP KOHLER COMMAND PRO FY12-13	2	8	2	8,475.30	HECTOR TURF	47	61	572
2130					1	201				
8	0	SPRAY BOOM SMITHCO 1835	3	5	3	2,705.00	J525256	47	61	572
2130					1	201				
9	0	SPRAY BOOM SMITHCO 1835	3	5	3	14,295.00	175GD001	47	61	572
2166		GAZEBO-96"DIAMETER@ MUN.GOLF COURSE 445-	1	1	201		B&C MORTENSEN			
3	0	6490'13/14	1	5	3	1,461.16	WOOD	47	61	572
2179					2	201				
2	0	SOD CUTTER-HONDA 18" JR- FY13-14	7	4	4	4,725.00	54495403914	47	61	572
2180		FUEL DISPENSER SYSTEM-WAYNE G62030 DB GOLF				201				
6	0	FY13-14	8	1	4	7,700.00		47	61	572
2192					1	201				
6	0	GOLF BALL DISPENCER WITH E-RANGE 8 FY14/15	6	2	5	8,880.00		47	61	572
2402					2	201				
2	0	ICEMAKER-ICE O MATIC	6	4	1	2,169.93	1.10613E+13	42	15	575
2506					2	201				
6	0	UTILITY VEHICLE-JOHN DEERE GATOR TX TURF	7	8	0	3,500.00	WOTURFD004441	42	15	575
2520		MOWER-JOHN DEERE TORRO 3150 GREENS-DBGC				200				
3	0	FY08/09	5	4	9	8,000.00	3150	47	61	572
2520		MOWER-JOHN DEERE TORRO 3150 GREENS-DBGC				200				
4	0	FY08/09	5	4	9	8,000.00	3150	47	61	572
2520		MOWER-JOHN DEERE LASTEX 721 PULL BEHIND				200				
5	0	DBGC 08/09	5	4	9	8,000.00	SHOW TURF OF SO	47	61	572
2520						200	FLA			
6	0	TRACTOR-JOHN DEERE TRACTOR 4500 DBGC 08/09	5	4	9	12,000.00	SHOW TURF OF SO	47	61	572
2520		CART-JOHN DEER TX TURF GAS GATOR UILITY CART-				200	FLA			
7	0	DBGC	5	4	9	4,200.00	SHOW TURF OF SO	47	61	572
2523		SPRAY RIG-2003 CUSHMAN 300 GALLON SPRAY@				201				
9	0	MUN.GOLF	1	4	0	9,000.00	EQUIPMENT EXPERTS	47	61	572
2524		MOWER-2006 JOHN DEERE FAIRWAY 3235				201				
0	0	MOWER/MUN.GOLF	1	4	0	18,000.00	EQUIPMENT EXPERTS	47	61	572
2524		MOWER-TORO TRIPLEX TEE MOWER/AT MUN.GOLF				201				
1	0	COURSE	1	4	0	8,000.00	EQUIPMENT EXPERTS	47	61	572
2525		GAZEBO-PORTA-ZEBO @ MUN.GOLF COURSE 445-				201	B&C MORTENSEN			
2	0	5390'09/10	3	9	0	1,345.63	WOOD	47	61	572
2526		GRILL-COUNTRY CLUB GAS GRILL@ MUN.GOLF				201	A2CC			
2	0	COURSE09/10	7	7	0	1,826.00	PK/HOOD/BURNER	47	61	572

2527		WATER HEATER-HATCO COMPACT BOOSTER@DBGC	2	201						
8	0	RESTURANT	7	3	0	1,943.40	EDWARD DON & CO.	47	61	572
2528		MOWER-LASTEC 72XR2007 (ROUGH	2	201						
7	0	MOWER)MUNI.GOLF FY11	4	5	1	8,500.00	28200707	47	61	572
2529		GOLF CART-2002 CLUB CAR W/FOOD&BEVERAGE TOP	3	201			PROFESSIONAL GOLF			
2	0	'10/11	5	1	1	4,960.00	CA	47	61	572
2529		GOLF CART-2008 CARRYALL CLUB CART 445-6490		201						
3	0	FY10/11	6	6	1	5,699.69	RG0815-889532	47	61	572
2529		GOLF CART-2008 CARRYALL CLUB CART 445-6490		201						
4	0	FY10/11	6	6	1	5,062.75	RG0832-933243	47	61	572
2530		SAND PRO 5040/TOOTH RAKE @LAKEVIEW GOLF	1	201						
0	0	FY2010-11	8	5	1	14,940.48	311000488/311000496	47	61	572
2530		TRACTOR-2WD KUBOTA AT MUNICIPAL GOLF COURSE	1	201						
3	0	FY'11	8	7	1	18,493.80	10414	47	61	572
2530		HOT WATER TANK 120GAL.LOCHINVAR	1	1	201		FARMER & IRWIN			
4	0	STORAGE@MUN.GOLF	1	4	1	3,190.00	CORP	47	61	572
2532		MOWER-2007TORO 5510FAIRWAY	1	201						
0	0	W/11BLADE@LAKEVIEW GOLF	6	9	2	13,500.00	270000745	47	61	572
2542		VEHICLE-PROGATOR/SPRAYER 2020A JOHN DEERE		201						
7	0	FY13-14	7	3	4	19,776.12	1TC202ATVET075273	47	61	572
2542		PROGATOR SPRAYER 2020A JOHN DEERE FY13-14		201						
7	1		7	3	4	9,071.40	1TC200GXTET075099	47	61	572
2544		SPREADER - PENDULUM VICON 950# FY14-15		201						
3	0		1	2	5	3,000.00		47	61	572
2544		HOT DOG ROLLER W/GUARD FY14-15 DB GOLF		201						
7	0		4	3	5	1,120.74		47	61	572
2545		MOWER-LASTEC PULL BEHIND ARTICULATION		201						
1	0	132"FY14-15	7	4	5	19,450.00		47	61	572

LAKEVIEW GOLF CLUB CAPITAL ASSETS FY 14/15

Asset No.	Imp No.	Item Description	Mo.	Day	Year	Purchase Cost	Serial Number	Dept.	Div.	State Activity	Comments
1096			2		199						
7	0	TORO-FOAM MARKER KIT TORO	1	6	6	669.00	HECTOR TURF	47	61	572	
1202		IRRIGATION PUMPING ST/UPGRADE			199		SULLIVAN ELECTRIC				
7	0	ELECTRIC&MECHANICAL	6	1	6	19,204.00	CO	47	61	572	
1279		TRACTOR-NEW HOLLAND TRACTOR-FRONT END			199						
6	0	LOADER (LGC)	8	1	8	17,425.00	99473B TRACTOR	47	61	572	
1281					199						
6	0	FIRE HYDRANT-LV GOLF CLUBHOUSE (MISC) 97/98	9	0	9	1,673.72	VARIOUS	51	78	536	
1281					199						
6	1	FIRE HYDRANT-LV GOLF CLUBHOUSE (MISC) 98/99	9	0	9	985.23	VARIOUS VENDORS	51	78	536	
1296		DESK-SINGLE PEDESTAL,66WX29,CHERRY			199		CORPORATE				
6	0	FINISH/LAKEVIEW	2	2	9	514.30	EXPRESS	47	61	572	
1296		DESK-SINGLE PEDESTAL,66WX29,CHERRY			199		CORPORATE				
8	0	FINISH/LAKEVIEW	2	2	9	514.30	EXPRESS	47	61	572	
1296					199						
9	0	FIRE HYDRANT-REPLACEMENT (UW ISSUES) 98/99	9	0	9	1,987.36	UW ISSUES	51	78	536	
1609		TRAP-GREASE TRAP/WASTE LINES @ L.V.GOLF			199						
0	0	COURSE	6	4	9	985.00	RUSTY PLUMBING	47	61	572	
1612		DISPENSER-DIRECT DRAWER 2 KEG BEER			199						
9	0	BOX24"W/ICEWELL	8	6	9	2,232.13	EDWARD DON & CO.	47	61	572	
1613					199						
0	0	COOLER-65" BOTTLE/CAN COOLER @ LAKEVIEW GOLF	8	6	9	1,222.13	EDWARD DON & CO.	47	61	572	
1635					200						
8	0	TRAILER-DROGGIN 7X16 W/GATE @ LAKEVIEW GOLF	3	3	0	1,695.00	CANTAWAY TRAILER	47	61	572	
1640		AERATOR-JOHN DEER 1500 AERCORE AERATOR @			200						
7	0	LAKEVIEW	5	9	0	18,541.60	TC1500X030415	47	61	572	
1640		DRINKING FOUNTAIN-WALL MOUNTED HANDICAP @			200		SEVERINO/BISHOP				
8	0	LAKEVIEW	5	6	0	823.00	PLUM	47	61	572	
1673		MOWER-JACOBSEN 22" GREENSMOWER-DONATED			200						
4	0	JE081701	5	9	1	1,000.00	JEDOC#081701	47	61	572	
1713		GOLF CART-2002 CLUB CAR CARRYALL UTILITY			200						
1	0	VEHICLE	9	3	2	4,480.00	CLUB CAR INC	47	61	572	
1713					200						
2	0	PUMP-50 HP IRRIGATION PUMP-LAKEVIEW GOLF	9	3	2	6,589.53	SULLIVAN ELECTRIC	47	61	572	
1759		MOWER-GREENSMATER 3100 W/11BLADE CUT/@GC			200						
7	0	&LVG '04	4	2	4	15,892.85	2300015292	47	61	572	
1759		MOWER-GREENSMATER 3100 W/11BLADE CUT/@GC			200						
7	1	&LVG '04	4	2	4	4,999.55	2300015292	47	61	572	
1774		GOLF-2004 TURF 2 CLUB CAR, 11HP GAS			200						
2	0	UTY.VEH@MUN.GC	2	8	5	5,350.00	RGO525514006	47	61	572	



1785		GOLF CARTS-(60)2006 DS GAS CLUB CARS-	1	1	200	188,040.0				
0	0	LEASE/PUR@ LV	0	6	5	0	CLUB CAR INC	47	61	572
1799		MOWER-TORO, GREENSMaster 3100 W/(3)11 BLADE		1	200					
6	0	CUT.LVG	8	8	6	20,641.12	04356-260000350	47	61	572
1882					200					
8	0	COMPUTER-DELL OPTIPLEX GX270 3.2 GHZ 1GB	5	7	4	1,623.58	7G0JQ41	47	61	572
1986		AERATOR-1/2HP AQUA MASTER/CARRY-4923	1		200		CARRY&MOVE TO			
4	0	TO6490/LVG'10	2	9	9	2,645.00	6490	51	61	536
1986		AERATOR-1/2HP AQUA MASTER/CARRY-4923	1		200		CARRY&MOVE TO			
5	0	TO6490/LVG'10	2	9	9	2,645.00	6490	51	61	536
2072		COMPUTER-DELL OPTIPLEX 960 MT-GENERIC 005		2	200					
7	0	LVGC	5	0	9	1,071.26	765T4J1	47	61	572
2072		COMPUTER-OPTIPLEX 960 MT-SALLY DALGREEN001		2	200					
8	0	LV	5	0	9	1,071.26	7G7J5J1	47	61	572
2110		TEE BOXES SYNTHETIC GRASS AT LAKEVIEW GOLF			201					
2	0	FY'11	9	6	1	4,000.24	FOREVER LAWN	47	61	572
2123		MOWER-27 HP KOHLER COMMAND PRO-LVG FY 2012-		1	201					
6	0	13	1	5	3	8,475.30	HECTOR TURF	47	61	572
2131					201					
0	0	MOWER-TORO 3150 TRI-PLEX 11 BLADE DPA	3	8	3	13,500.00	290000122	47	61	572
2184		ICE MAKER-ICE-O-MATIC S/S506/366 LAKEVIEW FY13-		2	201					
6	0	14	9	6	4	1,971.86	14061280015171	47	61	572

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

DEPARTMENT HEAD OR DESIGNEE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

## Course Fund FY 2010-2014:

**LAKEVIEW GOLF  
COURSE FUND  
FY 2010-2014  
Combining Statement of Revenue, Expenses  
and Changes in Retained Earnings (Deficit)**

OPERATING REVENUE:	2010	2011	2012	2013	2014
Charges for services	666,964	666,591	655,175	610,313	635,489
Other operating revenue	5,643	5,855	5,443	5,118	4,612
<b>Total Operating Revenues</b>	<b>672,607</b>	<b>672,446</b>	<b>660,618</b>	<b>615,431</b>	<b>640,101</b>
Operating expenses:					
Personal services	-	-	-	-	-
Other Operating expenses	555,629	585,319	532,020	532,108	515,830
Depreciation	59,638	41,014	41,120	42,798	43,674
<b>Total Operating Expenses</b>	<b>615,267</b>	<b>626,333</b>	<b>573,140</b>	<b>574,906</b>	<b>559,504</b>
<b>Operating Income</b>	<b>57,340</b>	<b>46,113</b>	<b>87,478</b>	<b>40,525</b>	<b>80,597</b>
Non Operating revenue (expenses)					
Interest revenue	-	-	-	-	-
Rent Revenue	-	-	-	-	-
Equity in joint venture	-	-	-	-	-
Interest expense	(54,323)	(48,707)	(41,755)	(30,487)	(15,555)
Gain (loss) on disposal of equipment					
Other non operating expenses	(91)	(1,118)	-	-	-
<b>Total Nonoperating Revenues (Expenses)</b>	<b>(54,414)</b>	<b>(49,825)</b>	<b>(41,755)</b>	<b>(30,487)</b>	<b>(15,555)</b>
<b>Income (Loss) before Capital Contributions and Transfers</b>	<b>2,926</b>	<b>(3,712)</b>	<b>45,723</b>	<b>10,038</b>	<b>65,042</b>
Operating Transfers:					
Capital contributions					
Operating transfers out	(15,000)	(15,000)	(15,000)	(5,000)	(6,000)
<b>Change in Net Assets</b>	<b>(12,074)</b>	<b>(18,712)</b>	<b>30,723</b>	<b>5,038</b>	<b>59,042</b>
Prior Year Net Position	1,210,319	1,198,245	1,179,533	1,210,256	1,202,868
Restatement for GASB Statements	-	-	-	(12,426)	-
	<b>1,210,319</b>	<b>1,198,245</b>	<b>1,179,533</b>	<b>1,197,830</b>	<b>1,202,868</b>
<b>Net Year End Position</b>	<b>1,198,245</b>	<b>1,179,533</b>	<b>1,210,256</b>	<b>1,202,868</b>	<b>1,261,910</b>

**DELRAY BEACH MUNICIPAL  
GOLF COURSE FUND  
FY 2010-2014  
Combining Statement of Revenue, Expenses  
and Changes in Retained Earnings (Deficit)**

<b>OPERATING REVENUE:</b>	<b>2,010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
<b>Charges for services</b>	2,995,351	2,820,197	2,807,593	2,998,040	3,005,811
<b>Other operating revenue</b>	19,993	18,361	27,883	30,610	35,048
<b>Total Operating Revenues</b>	3,015,344	2,838,558	2,835,476	3,028,650	3,040,859
<b>Operating expenses:</b>					
<b>Personal services</b>	-	-	-	-	-
<b>Other Operating expenses</b>	2,629,943	2,616,519	2,586,958	2,743,445	2,843,349
<b>Depreciation</b>	260,121	256,920	252,284	244,685	156,481
<b>Total Operating Expenses</b>	2,890,064	2,873,439	2,839,242	2,988,130	2,999,830
<b>Operating Income</b>	125,280	(34,881)	(3,766)	40,520	41,029
<b>Non Operating revenue (expenses)</b>					
<b>Interest revenue</b>		-	-	-	-
<b>Rent Revenue</b>	23,678	33,408	25,916	26,550	25,914
<b>Equity in joint venture</b>	-	-		-	-
<b>Interest expense</b>	(115,943)	(103,939)	(90,642)	(72,236)	(73,246)
<b>Gain (loss) on disposal of equipment</b>	(354)	532			
<b>Other non operating expenses</b>	(12)		(2,365)	(405)	16,958
<b>Total Nonoperating Revenues (Expenses)</b>	(92,631)	(69,999)	(67,091)	(46,091)	(30,374)
<b>Income (Loss) before Capital Contributions and Transfers</b>	32,649	(104,880)	(70,857)	(5,571)	10,655
<b>Operating Transfers:</b>					
<b>Capital contributions</b>		2,762	545		
<b>Operating transfers out</b>	(33,000)	(33,000)	(33,000)	(18,000)	(34,000)
<b>Change in Net Assets</b>	(351)	(135,118)	(103,312)	(23,571)	(23,345)
<b>Prior Year Net Position</b>	1,170,511	1,170,160	1,035,042	931,730	887,874
<b>Restatement for GASB Statements</b>	-	-		(20,285)	
	1,170,511	1,170,160	1,035,042	911,445	887,874
<b>Net Year End Position</b>	1,170,160	1,035,042	931,730	887,874	864,529

## Rates/Price Comparison:

Name	Pricing					
Delray Beach Golf Club	<u>Open to 11:30am</u> \$48	<u>11:30am - 2:00pm</u> \$43	<u>2:00pm - 3:30pm</u> \$28	<u>3:30pm - Close</u> \$15		
Lakeview Golf Club (Weekdays)	<u>Open - 12:00pm</u> \$31.50	<u>12:00pm - 2:30pm</u> \$23.50	<u>2:30pm - Close</u> \$16.00			
Lakeview Golf Course (Weekends)	<u>Open - 12:00pm</u> \$26	<u>12:00pm - 2:00pm</u> \$21	<u>2:00pm - Close</u> \$13			
Sherwood Park Golf Club	<u>Weekday</u> \$28	<u>Weekend</u> \$16	<u>Twilight</u> \$14			
Kings Point Golf	<u>Before 11am</u> \$33	<u>After 11am</u> \$25	<u>After 2pm</u> \$16			
Cypress Creek Country Club	<u>Before 12pm</u> \$45	<u>After 12pm</u> \$35	<u>After 2pm</u> \$25	<u>After 3pm</u> \$15		
The Links at Boynton Beach (In Season)	<u>Open to 11:30am</u> \$65	<u>11:30am - 1pm</u> \$55	<u>1:00pm - 2:30pm</u> \$45	<u>After 2:30pm</u> \$37		
The Links at Boynton Beach (Off Season)	<u>Open to 11:30am</u> \$51	<u>11:30am - 1pm</u> \$41	<u>1:00pm - 2:30pm</u> \$34	<u>After 2:30pm</u> \$30		
The Links at Boynton Beach (Summer)	<u>Open to 11:00am</u> \$35	<u>After 11:00am</u> \$26				
Villa Delray Golf Course	<u>7:00am - 11:30am</u> \$35	<u>11:30am - 1:00pm</u> \$28	<u>1:00pm - 3:00pm</u> \$25	<u>3:00pm - Close</u> \$23		
Boca Dunes & Country Club	<u>Weekdays</u> \$51.99	<u>Weekends &amp; Holi</u> \$61.99				
Polo Trace Golf Club	<u>October</u> \$59	<u>November</u> \$69	<u>Dec 1 - Mar 31 (Mon. to Thur.)</u> \$99	<u>Dec 1 - Mar 31 (Fri. to Sun.)</u> \$139	<u>Apr 1 - May 31</u> \$69	<u>May 1 - Sept 30</u> \$49
Atlantic National Golf Club	<u>Before 2:30pm</u> \$65	<u>After 2:30pm</u> \$30				
Winston Trails Golf Club	<u>7:00am</u> \$67.95	<u>12:00pm</u> \$57.95	<u>2:00pm</u> \$44.95	<u>4:00pm</u> \$28.95		
Westchester Golf & County Club	<u>Open to 11am</u> \$69.99	<u>11am - 1pm</u> \$61.99	<u>1pm - 3pm</u> \$47.99			
Atlantis Country Club	<u>Mornings</u> \$79	<u>After 12:00pm</u> \$69	<u>After 2:00pm</u> \$45			
Deer Creek Golf Club	<u>Monday - Friday</u> \$95	<u>Sat., Sun. &amp; Holi</u> \$110	<u>Twilight</u> \$50			