



The City of Delray Beach  
100 NW 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

PURCHASING DEPARTMENT

## INVITATION TO BID

ITB NO.: 2018-052

**TITLE: LANDSCAPE MAINTENANCE –  
SOUTH FEDERAL HWY (LINTON BLVD TO C-15 CANAL)  
CONGRESS AVE (LAKE IDA RD TO C-15 CANAL),  
HOMWOOD BLVD (LOWSON BLVD TO LINTON),  
LINTON BLVD (CSX R/R TO MILITARY TRAIL, AND  
(3) MEDIANS ON MILITARY TRAIL SOUTH OF LINTON BLVD. (DEL-AIRE)**

**DUE DATE AND TIME: October 9, 2018 AT 2:00 PM**

### INSTRUCTIONS

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

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

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

### BROADCAST

The City of Delray Beach utilizes electronic online services for notification and distribution of its Solicitation documents. The City's Solicitation information can be obtained from: (a) Purchasing webpage on the City of Delray Beach [website](#); (b) Bid Sync website – [www.bidsync.com](http://www.bidsync.com)

Bidders who obtain Solicitations from sources other than those named above are cautioned that the Bid package may be incomplete. The City will not evaluate incomplete Bid packages. BidSync is an independent entity and is not agent or representative of the City. Communications to Bid Sync do not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from the websites. In the event of any discrepancy between information on the websites and the Solicitation documents, the terms and conditions of the Solicitation documents will prevail.

**CONTACT PERSON**

Any questions regarding the specifications and Solicitation process must be submitted in writing through the "Question" feature on [www.bidsync.com](http://www.bidsync.com). Requests for clarification and additional information must be received prior to the Deadline for Submission of Questions.

The Deadline for Submission of Questions regarding this ITB will be October 2, 2018 by 5:00 pm EST



**The City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, FL 33444**

**LEGAL ADVERTISEMENT**

INVITATION TO BID NO. 2018-051  
LANDSCAPE MAINTENANCE –  
SOUTH FEDERAL HWY (LINTON BLVD TO C-15 CANAL)  
CONGRESS AVE (LAKE IDA RD TO C-15 CANAL), HOMEWOOD BLVD (LOWSON BLVD TO LINTON),  
LINTON BLVD (CSX R/R TO MILITARY TRAIL, AND (3) MEDIANS ON  
MILITARY TRAIL SOUTH OF LINTON BLVD. (DEL-AIRE)

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

Invitation to Bid documents are available September 21, 2018 on the Purchasing webpage on the City of Delray Beach [website](#); on the Bid Sync website – [www.bidsync.com](http://www.bidsync.com)

Submission of Bids electronically will be through a secure website BidSync ([www.bidsync.com](http://www.bidsync.com)) until the Due Date and Time as indicated in this ITB. The Due Date and Time for submission of Bids is October 9, 2018, at 2:00 p.m. local time. At that time, the Bids will be publicly opened and read aloud at City Hall. Late Bids will not be accepted.

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the Solicitation package. Any questions regarding the completeness or substance of the Solicitation package or scope of services must be submitted in writing via email to using the 'Question' feature on [www.bidsync.com](http://www.bidsync.com).

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

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

CITY OF DELRAY BEACH

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## **SECTION 1**

### **SPECIAL TERMS AND CONDITIONS**

- 2.1 **PURPOSE**  
The purpose of this Solicitation is to obtain bids from contractors to provide landscape maintenance services, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.
- 2.2 **CONTRACT MEASURES AND PREFERENCES**  
Intentionally Omitted
- 2.3 **PRE-BID CONFERENCE AND SITE VISIT**  
Intentionally Omitted
- 2.4 **TERM OF CONTRACT**  
The Contract shall commence upon the date of the duly executed Agreement, and shall remain in effect for a term of three (3) years.
- 2.5 **OPTIONS TO RENEW**  
Upon mutual agreement of the City and the successful Bidder, the Agreement may be renewed for up to two (2) additional one year periods.
- 2.6 **METHOD OF AWARD: LOWEST PRICE (is this required?)**  
The City will award this contract to the responsive and responsible Bidder who submits the lowest price to perform the work.
- 2.7 **PRICES SHALL BE FIXED AND FIRM**  
If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the initial term of the Agreement.
- 2.8 **PRICE ADJUSTMENTS BASED ON GOVERNMENTAL PRICE INDEX (why give automatic adjustments)**  
Pricing submitted will be fixed and firm for the initial three-year term of the Agreement. Prior to exercising any renewal option, the City may consider an adjustment to prices based on the most recent 12-month change in the Consumer Price Index, All Wage Earners (CPI-W), Seasonally adjusted. The price adjustment will not exceed three (3%).
- It is awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to be considered, the bidder's request for adjustment should be submitted at least sixty (60) days prior to the anniversary date. The adjustment requested shall not be in excess of the relevant pricing index change. If a timely adjustment request is not received from the bidder, the City may exercise its Option to Renew the Contract for another Term without any pricing adjustment. The City retains the right to make any downward adjustments based on decreases in the CPI-W index.
- 2.9 **EXAMINATION OF CITY FACILITIES OR EQUIPMENT**  
Prior to submitting its offer, it is recommended that the Bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or

affect the equipment, materials and labor required. The Bidder is also advised to examine carefully any drawings, specifications, or equipment, and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowances will be made because of lack of knowledge of these conditions.

**2.10 EQUAL PRODUCTS**

The manufacturer's name, brand name and/or model number information contained in this Solicitation are being used for the sole purpose of establishing the minimum requirements of the level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material and quality. This specific Solicitation requires submission of the following documentation to enable City evaluation of "equal" products:

- a. Product Information Sheets
- b. Product Samples Upon Specific Request

If an "equal" product may be considered by the City, the item shall be equal in quality and standards of performance to the item specified in the Solicitation. Where an "equal" item is offered, and product information sheets are required, the initial offer must be accompanied with complete product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures). Also for product information submittals, all supporting documentation submitted by the Bidder must in total meet the required specifications set forth in this Solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the Bidder shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item it is offering, and the item described by the standard product literature, to substantiate compliance to all of the specifications set forth in this Solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the Solicitation specifications.

If samples of all "or equal" items Bid are required for evaluation, such items are to be provided at no cost to the City and should be provided at the time of specific request by the City. Failure to meet this requirement may result in Bidder's offer being rejected.

**2.11 LIQUIDATED DAMAGES**  
Intentionally Omitted

**2.12 INSURANCE**

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

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of AM Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of

certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

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

The awarded Bidder shall provide insurance coverage as follows, and shall carry:

- a. Workers' Compensation Insurance – as required by law.
- b. Employer's Liability Insurance - \$100,000 per occurrence, \$100,000 for each disease, and \$500,000 for aggregate disease
- c. Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.
- d. Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- e. Professional Liability Insurance - in an amount One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

If no deductible for insurance is referenced above, the City reserves the right to require such deductibles which shall be determined by the Risk Management Division, but not less than \$25,000 per claim.

The Comprehensive General Liability 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.

2.13 PERFORMANCE BOND AND CONSTRUCTION BOND  
Intentionally Omitted

2.14 CERTIFICATIONS

Any Bidder that submits an offer in response to this Solicitation shall, at the time of such offer, hold all necessary certifications issued by the State or County Examining Board qualifying the Bidder to perform the work proposed for this project. If other professions or trades are required in conjunction with this Solicitation and such work/services will be performed or provided by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's offer; provided, however, that the City may at its option and in its

best interest allow the Bidder to supply the subcontractor(s) certificate to the City during the evaluation period.

All architects or engineers on this project must possess current Florida professional registrations or licenses for the architectural and engineering services which they intend to provide.

2.15 BID BOND/GUARANTY  
Intentionally Omitted

2.16 METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK

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

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

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

2.17 COMPLETION OF WORK FROM DATE OF PURCHASE ORDER  
Intentionally Omitted.

2.18 WARRANTY REQUIREMENTS: ONE (1) YEAR  
Intentionally Omitted.

2.19 ADDITIONAL FACILITIES OR PRODUCTS

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

2.20 CATALOGS AND PRICE LISTS  
Intentionally Omitted

2.21 CLEAN UP



The awarded Bidder shall remove all unusable materials and debris from the work areas at the end of each workday, and dispose of the same in an appropriate manner. Upon final completion, the awarded Bidder shall thoroughly clean up all areas where work has been involved.

2.22 DEMONSTRATION OF EQUIPMENT  
Intentionally Omitted

2.23 SERVICE TEST PERIOD  
If the Contractor has not previously performed the services for the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the Agreement, and to the City's satisfaction. Such test period can range from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the Agreement. This trial period will then become part of the initial contract period. A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

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

2.25 MOTOR VEHICLE LICENSE REQUIREMENT  
Intentionally Omitted

2.26 PATENTS AND ROYALTIES  
The awarded Bidder, without exception, shall indemnify and hold harmless the City and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Bidder. The awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by awarded Bidder, or is based solely and exclusively upon the City's alteration of the article. The City will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Bidder may, at its option and expense, procure for the City the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the City agrees to return the article on request to the awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2.27 PRE-CONSTRUCTION CONFERENCE  
Intentionally Omitted.

2.28 RELEASE OF CLAIM REQUIRED

Intentionally Omitted.

- 2.29 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED  
Intentionally Omitted.

2.30 OTHER FORMS OR DOCUMENTS

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

2.31 FAILURE TO DELIVER OR COMPLETE WORK

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

2.32 CORRECTING DEFECTS

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

2.33 ACCIDENT PREVENTION AND BARRICADES

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

2.34 OMISSIONS IN SPECIFICATIONS

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

- 2.35 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS  
Intentionally Omitted.

2.36 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

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

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

END OF SECTION 1

## **SECTION 2**

### **SCOPE OF SERVICES**

#### **3.1 SCOPE**

The City of Delray Beach, through its Public Works Department, seeks a firm to provide quality landscape maintenance services. The Scope of Services includes maintenance of the subject areas, including weeding, trimming of shrubs, pruning of trees, edging, weed control of all landscape beds/nodes and decorative tree rings, fertilization of decorative trees and shrubs, and mulching of flower beds/nodes and decorative tree rings.

The awarded Bidder (hereinafter in this Scope of Services referred to as Contractor) shall provide all labor, materials, facilities, equipment, supplies, and travel for the work.

#### **3.2 MINIMUM REQUIREMENTS**

Contractor shall provide the following services:

A. Landscape and maintenance for the following areas:

1. Area (A) South Federal Highway (between Linton Blvd. to C-15 Canal) – Center Medians
  - a. Areas to be maintained include the medians and a small section of the right-of-way along the side of the road, flanking the canal.
  - b. This is a Xeriscape project which contains some sod or turf areas. Maintenance is to include litter removal, hand weeding, pruning, trimming of shrubs, hedges and ground cover, mulching, chemical treatment and fertilization of areas. Weeds growing within the cracks and around the edges of the concrete dividers shall be removed as part of this contract.
2. Area (B) Congress Avenue ( Lake Ida Road to C-15 Canal) –
  - a. center medians to be maintained. No landscaping on the sides of the roadway is included in this area.
  - b. This is a Xeriscape project which contains some sod or turf areas. Maintenance is to include litter removal, hand weeding, pruning, trimming of shrubs, hedges and ground cover, mulching, chemical treatment and fertilization of areas. Weeds growing within the cracks and around the edges of the concrete dividers shall be removed as part of this contract.
3. Area (C) Homewood Blvd. (Lawson Blvd. to Linton Blvd.) – center medians only
4. Area ( D ) Linton Blvd. ( CSX R/R to Military Trail) –
  - a. includes all medians; on the north shoulder between the edge of pavement and sidewalks as well as maintenance of the plant materials within the cutouts in the sidewalks; on the south shoulder between the edge of pavement and the canal embankment.

5. Area (E ) Three Medians on Military Trail ( in front of Del-Aire Country Club)

- i. South Federal Highway – (between Linton Blvd. and C-15 Canal, which is the Delray/Boca city limits).

3.3 Linton Blvd, (Between CSX Railroad to Military Trail  
SPECIAL CONDITIONS

A. All litter and debris is to be removed from planted areas before 11:00 a.m. each day.

B. Chemical Pest Control

1. Shrub, tree, groundcover insect control shall be for specific insects identified as problematic and treated as needed upon City authorization. Examples of specific insects to be controlled include aphids, scales and grasshoppers.
2. Disease control in turf and shrub areas will be by identification and diagnosis and application of appropriate fungicide or bactericide as needed upon written or verbal authorization of the City.
3. All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a Florida Certified Pesticide Applicators' license. Application shall be in strict accordance with all governing regulations

C. Mulch

Two inches of shredded non-cypress mulch (not red mulch) shall be added to planting beds three times a year in the months of April, August and December. A granular pre-emergent herbicide shall be applied to all shrub beds prior to the application of mulch. Beds will be clean of weeds when new mulch is applied.

D. Reports

The Contractor shall provide a completed checklist to the Public Works Department after each maintenance operation. All maintenance operations and the date they were performed shall be noted, and any reports of damages shall be described. No payments will be made unless all reports are provided.

E. Payments

1. Invoices shall be submitted on a monthly basis for services performed. All areas shall be inspected upon receipt of invoice and any deficiencies shall be brought to the attention of the Contractor. Deficiencies shall be corrected or addressed prior to the submittal of invoice for payment. On-site inspections shall be made with a City Representative after the first month and at quarterly intervals.

2. Failure to respond to requests by City within twenty-four (24) hours due to inadequate maintenance procedures, litter, limbs and other debris not removed will result in \$50.00 a day deduction from the following payment application.
3. Special attention will be given to specified areas prior to national holidays and special events to ensure that the City is at its best during these times. Contractor will check the subject areas two (2) days prior to holiday and special events and verify that maintenance has been properly performed.

F. Chemical Edging

Chemical application may be used to kill weeds in and around areas such as, areas adjacent to buildings, fence lines, trees, sprinkler heads, and cement medians (concrete divider isles). Prior to application of chemicals, for this purpose, all areas shall be trimmed. Chemicals shall be applied in a manner to limit drift. Contractor is responsible for replacement of all damaged plants at his cost. If not complete within one week of notification, City may replace and deduct cost from the current month's payment application.

G. Weed Control (Contractor responsible for keeping all areas weed-free at all times):

1. Weeds are to be completely removed from all turf, shrub, ground cover, flowerbed, tree ring and paver block areas during the contract period. Entire area under contract shall remain weed-free at all times using manual or chemical methods.
2. Weeds growing from curb joints or other concrete areas shall be chemically treated and removed after the herbicide has translocated to the roots if they are large enough to be a visual eyesore.
3. There shall be no run-off of chemicals into adjacent roadways, gutters, planting areas, or other hard surfaces.
4. Contractor may use contact herbicides for spot killing of weed.

H. Vine Control

1. Light poles, power poles, signs, and other such fixtures shall be kept free of vine growth at all times.
2. Chemical applications may be used to kill vines in and around all trees, palms, other plants, light poles, power poles, signs, and other fixtures. Chemicals shall be applied in such a way as to limit drift. Contractor is responsible for replacement of all damaged "non-target" plant material within one (1) week of City notification.

I. Pruning (General Pruning Operations):

1. Each tree and shrub shall be pruned, in accordance with ANSI A300 Pruning and ANSI Z133.1-2000 guidelines, to preserve the natural character of the plant in the manner fitting its use in the landscape design.
2. Pruning cuts shall be accomplished leaving no stub cuts, flush cuts, rips and tears, or straight cuts. Cuts shall be made back to a node or point of origin. All plant material removed during the pruning operation shall be cut off cleanly.
3. All dead, dying, broken, and/or diseased plant material shall be removed as needed, by thinning out and shortening branches. Branches that protrude over walkways, grow through fences and/or obscure roadway visibility shall be removed as needed, including root suckers and water sprouts.
4. Contractor shall not treat cut surfaces with commercial tree paint.
5. Site distance must be maintained at all times. Any plant material that obscures roadway visibility must be pruned within twenty-four (24) hours of notification at no additional cost to the City.
6. All walks, pavements, and roadways shall be swept or blown clean upon completion of the work. Under no circumstances is debris to go into roadways or walkways.
7. Tree and palm pruning shall only be performed by an I.S.A. Certified Arborist.

J. Pruning Tools and Equipment:

1. All tools, equipment, and labor are to be furnished by the Contractor.
2. All tools are to be clean, sharp, and in good repair. Extra tools are to be on hand to supplement tools that become dull, break or may transmit disease. Tools that cut, rip, or tear plant material will not be allowed.
3. Tools are to be appropriate to the pruning activity. Tools shall include but not be limited to hand pruners, loppers, handsaws, power hedge shears, and pole pruners.
4. Contractor to carry a disinfectant agent to disinfect tools so as not to infect healthy species with pathogens transmitted by infected tools. Tools are to be cleaned after pruning each individual tree or palm.
5. Tools and equipment are subject to inspection prior to and during a pruning activity. The City reserves the right to stop any activity that jeopardizes the health of the designated plant material.

K. Tree Maintenance:

1. Trees are to be pruned once a month to control suckers or water sprouts and throughout the first year following installation in order to establish proper structure; thereafter, only corrective pruning, as needed, for damaged, dead, or crossing

branches, obstruction or aesthetics is needed. Trees must be trimmed to provide clearance of no less than ten (10) feet at all times.

2. Accent trees shall be pruned by thinning to maintain shape of tree every other month.
3. Flowering trees are to be pruned only after their bloom cycles are complete.

L. Palm Maintenance:

1. Contractor shall remove and dispose of the following off-site: all inflorescences, dead or damaged fronds, invading vines and weeds in boots or on trunk. Frond boots are to be removed consistent with previous pruning cuts to ensure uniformity in appearance. Unless specifically authorized by the City, removals shall not exceed 9:00 to 3:00 This is to be performed for all palms throughout the contract area. Timing for inflorescence removal will vary by species as some will require year-round removals and others will be seasonal. Service will be billed monthly for inflorescence removal, as needed.
2. **\*\*SPECIAL NOTE:** All debris, limbs and fronds will be picked up the same day of pruning. Failure to pick up debris will result in a \$50.00 per day fault fee, as long as debris remains.
3. ALL pruning to be performed by International Society of Arboriculture Certified Arborist ONLY.

M. Litter and Debris Control:

1. Litter removal shall apply to ALL areas including, but not limited to: turf areas, plant beds, hardscape maintenance areas, paver blocks and dyed/ decorative concrete walks. Litter removal is required five (5) days a week, Monday thru Friday. Litter and debris control to be completed prior to eleven o'clock (11:00 am ET) as a maintenance function and before each mowing.
2. Litter and debris shall be completely removed off site from all contract areas as a regular requirement of debris control on a daily basis and disposed of in accordance with City ordinances. Litter and debris may not be stored on site.
3. Litter to be removed includes but is not limited to paper, glass, trash, undesirable material, dead animals, cigarette butts, dead vegetation or debris (unauthorized paper signs), etc. deposited or blown onto the sites. Palm fronds, tree limbs and leaves shall also be removed.
4. Litter removal from turf areas and plant beds and designated R.O.W. areas shall be complete prior to each mowing operation in the same day, and **shall be done five (5) days a week – Monday through Friday. Clean-up must be completed BEFORE 11:00 A.M.**



N. Irrigation:

Irrigation systems will be checked upon each trimming cycle to ensure no damage to heads or valves. Any heads or valves damaged by Contractor in the act of trimming will be replaced by Contractor at his cost. All systems shall be inspected weekly by City personnel. Cost of replacement will be charged to maintenance Contractor and performed by the City irrigation maintenance crews.

O. General Use of Chemicals: Special Note

1. All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a Florida Certified Pesticide Applicators' license. Application shall be in strict accordance with all governing regulations.
2. A listing of proposed chemicals to include commercial name, application rates and type of usage shall be submitted to the Project Manager for approval at the beginning of the Contract. All proposed chemicals shall be approved by Florida Department of Agriculture. No work shall begin until written approval of use is obtained from the City of Delray Beach.
3. Chemicals shall only be applied by or under the supervision of those persons possessing a valid Florida Certified Pesticide Applicators' license. Applications shall be in strict accordance with all governing regulations.
4. Records must be kept and retained as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicator's names and weather conditions. A copy shall be given to the City each billing.
5. Chemicals shall be applied when air currents are still and using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the subject area.
6. Any soil, sod, or plants contaminated by misuse of chemicals on the sites will be removed and replaced at cost to the Contractor.

P. Replacements:

City shall replace any landscape, irrigation, or structures damaged by maintenance operations or as a result of Contractor's neglect in performance. City reserves the right to assess costs to Contractor. Contractor will be notified prior to replacement of repair by City designee.

Q. Damages:

Damage to landscape material for any reason shall be immediately corrected by Contractor. This includes up-righting and staking any fallen or leaning trees and palms; removal of dead or damaged material; and minor grading and replacement of sod displaced by vehicles. Any

pits left from tree removal shall be filled with good soil and sod to match existing grade.  
**Contractor must contact City designee within 24 hours of such repairs.**

R. General:

Contractor shall be capable of being contacted via Contractor's office and/or cellular phone numbers during the hours of 7:00 a.m. – 5:00 p.m., Monday through Sunday. A contact must be available during regular work hours, after-hours, weekends and holidays. All phone calls from City employees must be returned within four (4) business hours. Contractor shall provide a working fax number during business hours. Based on the aforementioned, bidder must submit with his/her bid proposal the name, address, fax number, office phone number, cellular number(s) of all persons to be contacted for coordination of service.

No maintenance shall be performed on weekends or during holidays unless requested in writing and approved by the City. Work shall be performed between the hours of 8:00 a.m. and 4:00 p.m.

S. Additional Work:

1. Plant and Tree Installation: Contractor will supply labor for installation of shrubs and trees as needed. Labor will be priced at an hourly rate per laborer.
2. Fertilizing: Contractor will supply labor for additional fertilizing if needed. Labor will be priced on an hourly basis per laborer required.
3. Additional Pest Control: Price per fifty (50) gallons of insecticide or fifty (50) pounds of granular insecticide as needed per application.
4. Fire Ant Control: Contractor will provide on an as needed basis with the use of Amdro or other insecticide labeled for fire and control.

T. Fertilizer and Insecticide Schedule:

1. Contraction shall apply Diazanone insecticide twice a year for the treatment of mole crickets and army worms.
2. Shade/Accent Trees – Contractor shall fertilize the subject areas twice a year with LESCO 14-14-14 with micronutrients, or a City-approved equal.
3. Shrubs – Contractor shall fertilize the subject areas three times a year, in March, July, and October with LESCO 10-10-10 with micronutrients, or a City-approved equal.
4. Shade Trees - Trees contained within shrub beds will receive fertilizer along with shrubs. However, others shall be fertilized in March and September with an 8-10-10 or 8-2-12.
5. Palm Tree Fertilization: are contained within shrub beds that will receive fertilizer.

6. Shrub and groundcover fertilization shall be fertilized in April and September with 8-8-8 with microelements at the rate of  $\frac{3}{4}$  pound of fertilizer per 100 sq. ft. of shrub area.
7. Contractor shall present to the City all SDS forms before any fertilization or chemical treatments is performed.

U. Mowing General:

1. Mowing shall be performed in a workman like manner that insures smooth surface appearance without scalping or leaving any ‘missed’ uncut grass.
2. All mowers must be adjustable and adjusted to proper cutting height and level for the kind of grass current condition of the turf. Mower blade height adjustment is to be measured from the level floor surface to the parallel and level plane of the mower blades.
3. All mower blades are to be sharp enough to cut, rather than tear grass blades.

**SECTION 3  
BID SUBMITTAL**

**This Page and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.**

**INSTRUCTIONS**

Submission of Bids electronically will be through a secure mailbox at BidSync ([www.bidsync.com](http://www.bidsync.com)) until the Due Date and Time.

**All Bids will be publicly opened** at City Hall unless otherwise specified. Each Bid submitted to the City shall have the following information: Bidder's name, return address, ITB number, due date for Bids, and the title of the Bid. All bids must be submitted to the BidSync website and include all the forms attached. For assistance with uploading, you may reach the customer support at BidSync via Email and (800) 990-9339 (toll free).

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

Invitation to Bid No.:      2018-052

Invitation to Bid Title:      Landscape Maintenance –  
   South Federal Hwy (Linton Blvd to C-15 canal)  
   Congress Ave (Lake Ida Rd to C-15 canal)  
   Homewood Blvd (Lowson Blvd to Linton)  
   Linton Blvd (CSX R/R to Military Trail  
   (3) Medians on Military Trail South of Linton Blvd. (Del-Aire)

Due Date and Time:      October 9, 2018 @ 2:00PM EST

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Name of Bidder (print or type)

## SECTION 4 PRICING SCHEDULE

### 5.1 PRICES AND RATES

The Bidder shall indicate in the spaces provided, the firm and fixed prices and rates offered to the City for the goods and/or services described below.

#### Area A: South Federal Hwy ( Linton Blvd. to C-15 Canal)

Item	Description	Estimated Quantity Per Year
1.	<b>Mowing</b>	<b>44</b>
2.	<b>Trimming and Edging</b>	
	a. Line Trimming	<b>44</b>
	b. Edging	<b>44</b>
3.	<b>Wedding</b> Two (2) times per month	<b>24</b>
4.	<b>Pruning</b>	
	c. Shrubs One (1) time per month	<b>12</b>
	<b>Tree Trimming</b>	
	d. Oak Trees One (1) time per year	<b>1</b>
5.	<b>Litter Control</b>	<b>260</b>
6.	<b>Chemical Applications</b>	
	e. Shade Tree Fertilization	<b>2</b>
	f. Shrub Fertilization	<b>2</b>
7.	<b>Mulch</b> Apr., Aug. and Dec.	<b>3</b>

**Area B: Congress Avenue (Lake Ida Rd. to C-15 Canal)**

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity Per Year</b>
<b>1.</b>	<b>Weeding</b> Two (2) times per month	<b>24</b>
<b>2.</b>	<b>Mowing, Weed eating and Edging</b>	
	a. Line Trimming	<b>44</b>
	b. Edging	<b>22</b>
	c. Mowing	<b>44</b>
<b>3.</b>	<b>Pruning</b>	
	d. Shrubs One (1) time per month	<b>12</b>
	<b>Tree Trimming</b>	
	e. Palms One (1) time per month	<b>12</b>
	f. Oaks One (1) time per month	<b>12</b>
<b>4.</b>	<b>Litter Control</b>	<b>260</b>
<b>5.</b>	<b>Chemical Applications</b>	
	g. Shade Tree Fertilization	<b>2</b>
	h. Shrub Fertilization	<b>2</b>
<b>6.</b>	<b>Mulch</b> Apr., Aug. and Dec.	<b>3</b>

**Area C: Homewood Blvd. (Lowson Blvd. to Linton Blvd.)**

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity Per Year</b>
<b>1.</b>	<b>Weeding</b> Two (2) times per month	<b>24</b>
<b>2.</b>	<b>Mowing, Weed eating and Edging</b>	
	a. Line Trimming	<b>44</b>
	b. Edging	<b>22</b>
	c. Mowing	<b>44</b>
<b>3.</b>	<b>Pruning</b>	
	d. Shrubs One (1) time per month	<b>12</b>
	e. Decorative Trees One (1) time per month	<b>12</b>
<b>4.</b>	<b>Litter Control</b>	<b>260</b>
<b>5.</b>	<b>Chemical Applications</b>	
	f. Shade Tree Fertilization	<b>2</b>
	g. Shrub Fertilization	<b>2</b>
<b>6.</b>	<b>Mulch</b> Apr., Aug. and Dec.	<b>3</b>

**Area D: Linton Blvd. (CSX Railroad to Military Trail)**

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity Per Year</b>
<b>1.</b>	<b>Weeding</b> Two (2) times per month	<b>24</b>
<b>2.</b>	<b>Mowing, Weed eating and Edging</b>	
	a. Line Trimming	<b>44</b>
	b. Edging	<b>22</b>
	c. Mowing	<b>44</b>
<b>3.</b>	<b>Pruning</b>	
	d. Shrubs One (1) time per month	<b>12</b>
	<b>Tree Trimming</b>	
	e. Decorative trees One (1) time per year	<b>12</b>
<b>4.</b>	<b>Litter Control</b>	<b>260</b>
<b>5.</b>	<b>Chemical Applications</b>	
	f. Shade Tree Fertilization	<b>2</b>
	g. Shrub Fertilization	<b>2</b>
<b>6.</b>	<b>Mulch</b> Apr., Aug. and Dec.	<b>3</b>



**Area E: Three Medians on Military Trail (Del-Aire Country Club)**

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity Per Year</b>
<b>1.</b>	<b>Weeding</b> Two (2) times per month	<b>24</b>
<b>2.</b>	<b>Mowing, Weed eating and Edging</b>	
	a. Line Trimming	<b>44</b>
	b. Edging	<b>22</b>
	c. Mowing	<b>44</b>
<b>3.</b>	<b>Pruning</b>	
	d. Shrubs One (1) time per month	<b>12</b>
<b>4.</b>	<b>Litter Control</b>	<b>260</b>
<b>5.</b>	<b>Chemical Applications</b>	
	e. Shade Tree Fertilization	<b>2</b>
	f. Shrub Fertilization	<b>2</b>
<b>6.</b>	<b>Mulch</b> Apr. Aug, and Dec.	<b>3</b>

**Pricing for Additional Work (If required) for Areas A-E**

<b>Item</b>	<b>Description</b>	
<b>A.</b>	<b>Sod Replacement (per sq. ft.)</b>	Per Square Foot
<b>B.</b>	<b>Plant and Tree Installation</b>	Labor Per hour / Per Man
<b>C.</b>	<b>Fertilizing</b>	Labor Per hour / Per Man
<b>D.</b>	<b>Additional Pest Control (gallon)</b>	Per <u>Gallon</u> / Price per 50 gal.(liquid) application of insecticide
<b>E.</b>	<b>Additional Pest Control (pound)</b>	Per <u>Pound</u> / Price per 50 gal. (granular) application of insecticide
<b>F.</b>	<b>Fire Ant Control</b>	Labor Per hour / Per Man
<b>G.</b>	<b>Hurricane Debris Removal</b>	Labor Per hour / Per Man

## SECTION 5

### MINIMUM QUALIFICATIONS

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

- i. Bidder is registered with the States of Florida, Division of corporations to do business in Florida.  
**No documentation is required. The City will verify.**
- ii. Bidder has previously provided acceptable services for the type of work identified in this ITB.
- iii. Provide the following information for three (3) clients, for whom the bidder has provided similar services in size and scope which are willing and able to confirm the projects.
  - Entity Name**
  - Entity's Primary Contact for contract**
    - a) **Name**
    - b) **Title**
    - c) **Phone Number**
    - d) **Email Address**
    - e) **Project Term (Start/End Date)**
    - f) **Types of Work**
- iv. Bidder has submitted pricing utilizing the pricing form contained in this ITB. **No additional documentation is required. The City will verify from Bidder's Bid.**
- v. Bidder Is NOT listed on the Florida Department of Management Services, Convicted Vendor List as defined in Florida Statute Section 287.133(3) (d). No documentation is required. The City will verify the status.
- vi. Bidder has no reported conflict of interests in relation to this ITB. **Disclose the name of any officer, director or agent who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests are present, Bidder must submit a statement to that affect.**

END OF SECTION 5

## SECTION 6 GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

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

### 1.2 CONE OF SILENCE

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

### 1.3 ADDENDUM

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

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

### 1.4 LEGAL REQUIREMENTS

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

### 1.5 CHANGE OF BID

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

### 1.6 WITHDRAWAL OF BID

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

### 1.7 CONFLICTS WITHIN THE BID SOLICITATION

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

### 1.8 PROMPT PAYMENT TERMS

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

businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

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

1.9 DISCOUNTS (PROMPT PAYMENTS)

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

1.10 PREPARATION OF BIDS

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

1.11 CANCELLATION OF BID SOLICITATION

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

1.12 AWARD OF CONTRACT

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

1.13 CONTRACT EXTENSION

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

1.14 WARRANTY

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

1.15 ESTIMATED QUANTITIES

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

quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

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

**1.16 NON-EXCLUSIVITY**

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

**1.21 SUBCONTRACTING**

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

**1.17 CONTINUATION OF WORK**

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

**1.22 ASSIGNMENT**

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

**1.18 BID PROTEST**

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

**1.23 SHIPPING TERMS**

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

The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of award posting. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Bidder of all rights of protest.

**1.24 RESPONSIBILITIES AS EMPLOYER**

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

In the event of a timely protest, the City will not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

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

**1.19 LAWS AND REGULATIONS**

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

**1.25 INDEMNIFICATION**

The awarded Bidder shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall

**1.20 LICENSES, PERMITS AND FEES**

The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or

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

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

**1.26 COLLUSION**

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

**1.30 FRAUD AND MISREPRESENTATION**

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

**1.27 MODIFICATION OF CONTRACT**

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

**1.31 ACCESS AND AUDIT OF RECORDS**

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

**1.28 TERMINATION FOR CONVENIENCE**

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

**1.32 OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

**1.29 TERMINATION FOR DEFAULT**

**1.33 PRE-AWARD INSPECTION**

The City may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if

the Bidder is capable of performing the requirements of this Bid Solicitation.

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

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

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

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

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

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

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

**1.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**  
If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

i. Use of information only for performing services required by the contract or as required by law;

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

ii. Use of appropriate safeguards to prevent non-permitted disclosures;

iii. Reporting to the City of Delray Beach any non-permitted use or disclosure;

**1.40 SEVERABILITY**  
The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.

iv. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;

v. Making Protected Health Information (PHI) available to the customer;

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

**1.41 GOVERNING LAW AND VENUE**  
This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all



proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

**1.42 ATTORNEY’S FEES**

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney’s fees and costs, including appellate fees and costs.

**1.43 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The awarded Bidder further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

**1.44 AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS**

It is agreed and understood that any City department or agency may access this contract and purchase the goods or services awarded herein. Each City department will issue a separate purchase order to the awarded Bidder for the department’s specific purchases.

**1.45 CRIMINAL HISTORY BACKGROUND CHECKS**

Prior to hiring a contract employee or contracting with a Bidder, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.

**1.46 LABOR, MATERIALS, AND EQUIPMENT**

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.

**1.47 MINIMUM WAGE REQUIREMENTS**

The awarded Bidder shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wages laws, as may be applicable to this Contract.

**1.48 PACKING SLIP AND DELIVERY TICKET**

A packing slip and/or delivery ticket shall accompany all items during delivery to the City. The documents shall include information on the contract number or purchase order, any back order items, and the number or quantity of items being delivered.

**1.49 PURCHASE OF OTHER ITEMS**

The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request price quote(s) from the awarded Bidder(s) on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract vendor, or a non-contract vendor.

**1.50 PUBLIC RECORDS**

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as “EXEMPT FROM PUBLIC DISCLOSURE” with the firm’s name and the Bid number clearly marked on the outside. The City will not accept Bids when the entire Bid is labeled as exempt from disclosure. The City’s determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City and the City’s officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City’s treatment of records as public records.

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

incurred by the City as a result of having to secure the services of another vendor.

**1.51 CONFLICTS OF INTEREST**

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Bidders must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the City.

**1.56 CORRECTING DEFECTS**

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

**1.52 PUBLIC ENTITY CRIMES**

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

**1.57 ACCIDENT PREVENTION AND BARRICADES**

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

**1.53 OTHER GOVERNMENTAL AGENCIES**

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

**1.58 OMISSIONS IN SPECIFICATIONS**

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

**1.54 COMPLETION OF WORK AND DELIVERY**

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

**1.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

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

**1.55 FAILURE TO DELIVER OR COMPLETE WORK**

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

**1.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and

emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

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

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

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

**1.61 TAXES**

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

**1.65 NOTICES**

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

**1.62 BIDDER'S COSTS**

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

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

**1.63 SUBSTITUTION OF PERSONNEL**

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

**1.66 POOL CONTRACTS**

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

**1.64 FORCE MAJEURE**

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

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

**1.67 FISCAL FUNDING OUT**

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

END OF SECTION 6

**SECTION 7**  
**SAMPLE AGREEMENT FORMAT**

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

**AGREEMENT**

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, (the “effective date”) by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida 33444, and \_\_\_\_\_, a corporation (hereafter referred to as “Contractor”), whose address is \_\_\_\_\_.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City’s Invitation to Bid No. 2018-052, and the Contractor’s response thereto, all of which are incorporated herein by reference.

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

**ARTICLE 1.           INCORPORATION OF INVITATION TO BID**

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Invitation to Bid No. 2018-052, and the Contractor’s response to the Invitation to Bid, including all documentation required thereunder.

**ARTICLE 2.           DESCRIPTION OF GOODS OR SCOPE OF SERVICES**

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

**ARTICLE 3.           COMPENSATION**

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

**ARTICLE 4.           MISCELLANEOUS PROVISIONS**

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

- |    |                 |  |
|----|-----------------|--|
| i. | As to the City: | City of Delray Beach<br>100 N.W. 1 <sup>st</sup> Avenue<br>Delray Beach, Florida 33444<br>Attn: City Manager<br>Email: |
|----|-----------------|--|

- ii. with a copy to: City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Attorney  
Email:
- iii. As to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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

#### ARTICLE 5. CONTRACT TERM

This term of this Agreement shall be from the effective date through \_\_\_\_\_, 20\_\_, unless terminated earlier in accordance with terms set forth in the ITB.

(Remainder of this page is intentionally left blank.)

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

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: \_\_\_\_\_  
\_\_\_\_\_, City Mayor

ATTEST:

By: \_\_\_\_\_  
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
R. Max Lohman, City Attorney

CONTRACTOR NAME

[SEAL]

By: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by  
\_\_\_\_\_, as \_\_\_\_\_ (name of officer or agent, title of officer or agent), of  
\_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place  
of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has  
produced \_\_\_\_\_ (type of identification) as identification

\_\_\_\_\_  
Notary Public – State of <state>

**SECTION 8**  
**EXHIBITS**

Exhibit A – Bidder Questionnaire  
Exhibit B – Application Schedule

**Exhibit A – Bidder Questionnaire**

Bidder shall furnish the following information with its Bid. Failure to comply with this requirement may result in Bidder being deemed non-responsive.

1. Bidder's full and complete legal name including any dba.
2. Organization Type (e.g., corporation, partnership, LLC).
3. Bidder's FEIN number.
4. Years in Business.
5. Address of Bidder's corporate headquarters.
6. Address of Bidder's local office (if applicable).
7. Bidder's corporate office telephone number.
8. Bidder's website URL address.
9. Bidder's primary representative and contact for this ITB.  
  
Name and Title:  
Phone:  
Email:
10. Number of years Bidder has provided landscape maintenance services.
11. Names and titles of all officers, owners, or partners of Bidder's firm.
12. Identify the most recent project for large-scale, landscape maintenance services and/or each of its key subcontractors have completed. Provide the following:  
  
Brief description of the services provided  
Date of services:  
Owner's name:  
Project location:  
Owner's contact phone number  
Owner's email address
13. Provide an explanation of Bidder's failure to complete any awarded project in the last seven years for any reason. If yes, identify the project, where it was located, and provide an explanation why Bidder did not complete the work.
14. Briefly explain Bidder's plan for monitoring and ensuring full performance of the requirements of this Bid, if awarded.



15. Provide a list of equipment that Bidder owns that is available for the work under this ITB.  
Include the following information for each:

Description/Type of Equipment:

Manufacturer:

Model:

16. Provide a list of equipment Bidder propose to purchase or lease for the work under this ITB.  
Include the following for each:

Description/Type of Equipment:

Manufacturer:

Model:

### Exhibit B – Application Schedule

**SCHEDULE #3 – Shade trees, Palm Trees, and Shrubs**

**Shade Tree Fertilization (8-10-10 w/minors or 8-2-12)**

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	TOTAL
		■						■				2

**Palm Tree Fertilization (Lesco 13-13-13 w/minors)**

		■										1
--	--	---	--	--	--	--	--	--	--	--	--	---

**Palm Tree Fertilization (12-2-14)**

					■				■			2
--	--	--	--	--	---	--	--	--	---	--	--	---

**Mg and Mn Sulfate**

							■					1
--	--	--	--	--	--	--	---	--	--	--	--	---

**Shrub Fertilization (8-8-8 w/minors)**

			■					■				2
--	--	--	---	--	--	--	--	---	--	--	--	---

**SECTION 9  
SOLICITATION SUMMARY**

The City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

PURCHASING DEPARTMENT

**SOLICITATION SUMMARY**

**IMPORTANT NOTICE**

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

**BID INFORMATION**

Bid Number: ITB No. 2018-052

Title: Landscape Maintenance –  
South Federal Hwy (Linton Blvd to C-15 canal), Congress Ave (Lake Ida Rd to C-15 canal), Homewood Blvd (Lowson Blvd to Linton), Linton Blvd (CSX R/R to Military Trail, and (3) Medians on Military Trail South of Linton Blvd. (Del-Aire)

Due Date and Time: October 9, 2018 @ 2:00PM EST

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

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

Contact Person: \_\_\_\_\_

Bid Amount: \$ \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

**THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY  
IN THE SEALED PACKAGE CONTAINING YOUR BID**