



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

PURCHASING AND CONTRACT ADMINISTRATION DIVISION

INVITATION TO BID

ITB NO. 2026-010

TITLE: GENERATOR MAINTENANCE, REPAIR, AND REPLACEMENT

DUE DATE AND TIME: NOVEMBER 27, 2025 @ 2:00 p.m. (LOCAL TIME)

INSTRUCTIONS

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

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

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

BROADCAST

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

Bidders who obtain Solicitations from sources other than those named above are cautioned that the Invitation to Bid package may be incomplete. The City may not evaluate incomplete Bid packages. Bidnet Direct is an independent entity and is not an agent or representative of the City. Any technical issues must be submitted to Bidnet Direct by contacting (800) 835-4603 (toll free) or <https://www.bidnetdirect.com/florida/cityofdelraybeach>. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

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

CONTACT PERSON

Any questions regarding the specifications and Solicitation process must be submitted through the “Question” feature on support@bidnet.com. Requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **November 24, 2025, at 5:00 p.m. (LOCAL TIME)**.

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

LEGAL ADVERTISEMENT

**INVITATION TO BID NO. 2026-010
GENERATOR MAINTENANCE, REPAIR, AND REPLACEMENT**

The City of Delray Beach is seeking Bids from qualified contractors for generator maintenance, repair, and replacement in accordance with the terms, conditions, and specifications contained in this Invitation to Bid. This is a cooperative ITB issued by the City of Delray Beach on behalf of the Southeast Florida Governmental Cooperative Purchasing Group and the participating agencies referenced below.

Invitation to Bid documents are available beginning November 6, 2025 on the Purchasing webpage on the City of Delray Beach <https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations>, on the Bidnet Direct (<https://www.bidnetdirect.com/florida/cityofdelraybeach>); via email request to descollinesk@mydelraybeach.com <agent email>.

Submission of Bids electronically will be through a secure mailbox at Bidnet Direct (<https://www.bidnetdirect.com/florida/cityofdelraybeach>) until the Deadline for Submission as indicated in this ITB. The Due Date and Time for submission of Bids is **November 27, 2025, at 2:00 P.M. (Local Time)**. Late Proposals will not be accepted. The City will only accept electronic Proposals for this ITB.

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

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



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

“WORKING TOGETHER TO REDUCE COSTS”

SECTION 1 SPECIAL TERMS AND CONDITIONS

1.1 PURPOSE

The purpose of this Solicitation is to receive responses from qualified Respondents to provide the City of Delray Beach and participating members of the Southeast Government Cooperative Group with generator maintenance, repair, and replacement in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

1.2 CONTRACT MEASURES AND PREFERENCES

Intentionally Omitted

1.3 SITE VISIT

Site visits are available upon request by email at: descollinesk@mydelraybeach.com.

1.4 TERM OF CONTRACT

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

1.5 OPTIONS TO RENEW

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

1.6 METHOD OF AWARD

LOWEST PRICE

The City will award this contract to the responsive and responsible Bidder who submits the lowest price to perform the work.

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

MULTIPLE AWARDS

Awards may be made to a maximum of three (3) responsive, responsible Vendors. In the event the City exercises this right, the lowest, responsive, responsible Vendor will be designated as the Primary Vendor, the next low, responsive, responsible Vendor will be designated as the Secondary Vendor, and the Third low, responsive, responsible Vendor will be designated as the Tertiary Vendor. The City is not obligated to make multiple awards.

1.7 PRICES SHALL BE FIXED AND FIRM

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the performance of the Work, notwithstanding price adjustments made in accordance with Section 1.8.

1.8 PRICE ADJUSTMENTS BASED ON GOVERNMENTAL PRICE INDEX

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm for the initial term during the performance of the Work, except for any change orders or variations, which must meet the prior approval and authorization of the City.

The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

After the initial two-year term, during the ninety (90) day period prior to each annual renewal of the contract effective date, the Vendor may submit a written request that the City increase the prices for an amount for no more than the twelve months change in the following pricing index: All-Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor.

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

1.10 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:

1. Product information sheets
2. 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 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.

1.11 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 and approved by the City’s Risk Coordinator or designee.

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

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

The awarded bidder shall provide insurance coverage as follows:

- a. **WORKERS COMPENSATION AND EMPLOYER’S LIABILITY**
Workers Compensation Insurance to apply for all employees in compliance with the “Workers Compensation Law” of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation.
Employer’s Liability Insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each occurrence, and \$500,000 in the aggregate.

- b. **COMPREHENSIVE GENERAL LIABILITY**
Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000). Such certificate shall list the City as additional insured.
NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).

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

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

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

1.12 PERFORMANCE BOND
Intentionally Omitted

1.13 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.

1.14 BID BOND/GUARANTY
Intentionally Omitted

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

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

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

1.16 WARRANTY REQUIREMENTS:
In addition to all other warranties that may be supplied by the Bidder, the awarded Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum

period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full period; regardless of whether the awarded Bidder is under contract with the City at the time of defect. Any payment by the City on behalf of the services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

1.17 ADDITIONAL FACILITIES OR PRODUCTS

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

1.18 CATALOGS AND PRICE LISTS

Intentionally Omitted

1.19 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.

1.20 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Vendors performing services or delivering goods under this contract shall conform to all relevant OSHA, State and City regulations during the course of such an 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.

1.21 DEMONSTRATION OF EQUIPMENT

Intentionally Omitted

1.22 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.

1.23 MOTOR VEHICLE LICENSE REQUIREMENT

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

1.24 PATENTS AND ROYALTIES

Intentionally Omitted

1.25 RELEASE OF CLAIM REQUIRED
Intentionally Omitted

1.26 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Bid, the Bidder must identify any subcontractors that will be used in the performance of the proposed work, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Bidder fails to identify any subcontractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, if such action is in the best interest of the City.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City.

1.27 TRANSFER PROHIBITED

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

1.28 OTHER FORMS OR DOCUMENTS

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

1.29 FAILURE TO DELIVER OR COMPLETE WORK

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

1.30 STORAGE OF MATERIALS

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

will not be allowed unless the materials will be installed within one week from the time of unloading and stringing out.

1.31 CORRECTING DEFECTS

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

1.32 PRESERVATION OF PROPERTY

The awarded Bidder shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the awarded Bidder, it shall be immediately restored to its original condition by the awarded Bidder at no cost to the City. In case of failure on the part of the awarded Bidder to restore such property, or make good such damage for injury, the City may, after 48 hours' notice to the awarded Bidder, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due, or which may become due the awarded Bidder under this contract.

1.33 OMISSIONS IN SPECIFICATIONS

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

1.34 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

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

1.35 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

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

Accordingly, the awarded Bidder performing under this Contract is required to provide two (2) complete sets of Material Safety Data Sheets to the City for any products that are subject to these

regulations. This information shall be provided at the time when the initial delivery is made, on a product-by-product basis.

END OF SECTION 1

SECTION 2 SCOPE OF WORK / SCOPE OF SERVICES

2.1 SCOPE

The City of Delray Beach, as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (Co-Op), seeks a firm/s to provide generator maintenance, repair, and replacement services for generators. The awarded Bidder/s shall provide maintenance and repairs on all equipment listed in this solicitation. The City reserves the right to add or remove equipment from the list during the term of the agreement.

In the event of adding equipment, the cost of maintenance shall be comparable to similar equipment listed in this proposal and agreed upon by the City.

Preventative maintenance and major services shall be carried out on an ongoing basis throughout the term of this proposal using the requirements listed below as a minimum standard and may be amended during the Agreement through negotiation between the City and the awarded Bidder.

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

2.2 MINIMUM REQUIREMENTS

Vendor shall provide the following services:

1. Quarterly Maintenance Services
 - a. Check all fluid levels, including battery if applicable, and top off or replace any low or contaminated fluids.
 - b. Check drive belts for tension, cracking, glazing or any other defects.
 - c. Check all wiring and cables for loose connections, corrosion, cuts or any other defects.
 - d. Check all hoses for cracks, abrasions, or signs of potential failure.
 - e. Check engine coolant thermal protection level. Check battery charger for proper operation.
 - f. Check battery for any corrosion, loose terminals, or any other defects and conduct load test.
 - g. Start and run the generator for a minimum of fifteen (15) minutes while observing the function of all gauges and checking for any leaks or abnormal function.
 - h. Check fuel supply lines for corrosion, leaks, excessive wear, or any other defects.
 - i. Check fuel supply tank, above ground tanks only, for corrosion, fuel level indicator functioning, water contamination or any other defects.
 - j. Check generator enclosure for any damage or defects. Check condition and operation of transfer switch.
 - k. Check all gauges, touchscreens and/or displays for damage or defects.
 - l. Automatic start and transfer to load for permanent building generators. Exercise for at least one hour under load. Check for leaks and/or any abnormalities and note and necessary corrections.
2. Monthly Maintenance Services
 - a. Police Department (PD) generator maintenance requires monthly inspections following same scope as Quarterly Maintenance Service above.
3. Annual Maintenance Services
 - a. Complete all the quarterly maintenance requirements.

- b. Drain and replace oil.
- c. Replace all filters.
- d. Inspect and, if necessary, send a quote for recommended replacement.
- e. Note any defects found but not listed as required in this section.

2.3 TECHNICAL REQUIREMENTS

Electrical Generating Systems Association (EGSA) Technician Certification is required. Vendor shall be experienced in the kind of engine, generator, and electrical work required to be performed; shall have qualified supervisors and other technical personnel, proper equipment, and sufficient capital to complete all the work contemplated hereunder within the time specified in these documents.

The Contractor shall have a minimum of three (3) years of acceptable experience in the maintenance and repair of generator systems from 5 to 2,000 KW.

2.4 NATURAL DISASTERS

In the event of a hurricane or other natural disasters, the City will have needs for support or repair of the Generator equipment listed in this solicitation. Each proposer shall commit to place the City on a high priority status during such events.

2.5 EMERGENCY RESPONSE

The Vendor shall have an on-call technician available 24/7 with the ability to respond to emergency requests within (4) hours of notification. Rates for Emergency Service Calls shall be the rates provided in the Bidder's Proposal (Bid Form).

2.6 CALLBACK / FOLLOW-UP WORK

Vendor shall complete work during the service call so as to prevent follow-up work. Call back to correct recent work shall not be charged to the City if, in the sole determination of the City, such call back is a result of improper repairs, installation or substandard parts.

2.7 HOURS OF OPERATION

No work shall be performed on weekends or during holidays, unless requested in writing and approved by the City Designee, prior to work commencing.

1. Standard Hours: Monday through Friday, 7:00 AM to 5:30 PM, excluding recognized City of Delray Beach holidays.
2. Non-Standard Hours: other than Monday through Friday, 5:31 PM to 6:59 AM, weekends, and holidays.
3. City Observed Holidays:
 - a. New Year's Day
 - b. Martin Luther King, Jr. Day
 - c. President's Day
 - d. Memorial Day
 - e. Juneteenth
 - f. Independence Day
 - g. Labor Day
 - h. Veterans Day

- i. Thanksgiving Day
- j. Day after Thanksgiving (Friday)
- k. Christmas Eve (observed)
- l. Christmas Day (observed)

2.8 WRITTEN ESTIMATE OF LABOR & MATERIALS

Vendor shall submit a written proposal of time and materials for each repair to the designated representative for authorization and approval prior to commencing work. However, the City reserves the right to waive this requirement when deemed necessary.

NOTE: There shall be no charge for travel of the Vendor to the facility where service is to be performed. The City shall only pay the appropriate hourly rate commencing when the Vendor's personnel reports to the City's authorized representative and ending when the work is completed.

2.9 COST

All Quarterly, Monthly, and Annual Maintenance referenced in this Agreement shall be charged at a flat rate per site with cost based on the Bidder's Proposal (Bid Forms).

All additional repairs, once approved, shall be billed at the labor and material rates provided in the Bidder's Proposal (Bid Form).

Parts not included in the maintenance requirements shall be billed at cost-plus fixed percentage provided in the Bidder's Proposal (Bid Form).

All requested or required additional work noted during quarterly inspection process shall be submitted electronically via email to the City Designee.

All additional work approved by the City will be billed at the agreed upon price included in the Bidder's proposal (Bid Forms) using industry standard repair times.

No work shall be subcontracted without advanced approval of the City Designee in writing. Any subcontracted repairs required by the Vendor shall be the responsibility of the Vendor to coordinate and inspect at the completion of work. The Contractor shall be fully responsible for all acts and omissions of its subcontractors. All sub-contracted repairs shall carry the same warranty as provided by the "WARRANTY" section of this proposal. All subcontracted repairs and materials shall be paid by the Contractor and billed to the City with no additional mark up and with a copy of the sub-contractor's invoice attached to the Contractor's invoice to the City.

2.9 INVOICES

All invoices shall include generator location, model number, serial number, a brief written job summary describing the repair (Complaint, Cause, and Repair), parts used, etc.

Invoices for Quarterly, Monthly Maintenance, and Annual Maintenance shall include inspection reports and shall be invoiced separately from as-needed service/repair requests.

2.10 SAFETY

All Contractors and Subcontractors performing service for the City shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

All Contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

For all projects that require the Contractor to provide traffic control for work along roadways, the Contractor shall comply with the requirements of the Florida Department of Transportation and the City's TTC policy.

2.11 PROTECTION OF PROPERTY

The Contractor shall make necessary repairs in such a manner that does not damage property.

In the event damage occurs to property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the City.

If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be deducted from the cost due to the Contractor.

2.12 DAMAGES

Damage to facilities or anything outside of the project scope shall be immediately corrected by Vendor. Vendor must contact City Designee within 24 hours of such repair.

END OF SECTION 2

**SECTION 3
EXHIBITS**

EXHIBIT "A"– Forms

Bidders must fill out completely and submit all forms included in Exhibit "A" – Forms to be responsive and responsible

END OF SECTION 3

SECTION 4
BID SUBMITTAL SIGNATURE PAGE

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

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

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

Firm Name: _____

Street Address: _____

Mailing Address (if different than Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

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

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

END OF SECTION 4

**SECTION 5
PRICING SCHEDULE**

5.1 PRICES AND RATES

Bids will be accepted through a secure mailbox at **Bidnet Direct** (<https://www.bidnetdirect.com/florida/cityofdelraybeach>) until the Deadline for Submission as indicated in this ITB. The City will only accept electronic bids for this ITB. Late Bids will not be accepted.

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

**PRICE SCHEDULE
CITY OF DELRAY BEACH**

GROUP 1 – PREVENTIVE MAINTENANCE							
Line	Location	Address	Manufacturer	kW	Transfer Switch	Services	Total Cost Per Year
1	City Hall	100 NW 1st Ave	Kohler	125	Kohler	3 Quarterly	\$ _____
						1 Annual	
2	City Hall - IT	150 NW 1st Ave	Kohler	200	Kohler	3 Quarterly	\$ _____
						1 Annual	
3	Fire Station #1	501 W Atlantic Ave	Kohler	180	Kohler	3 Quarterly	\$ _____
						1 Annual	
4	Fire Station #2	35 Andrews Ave	Winco	75	Manual	3 Quarterly	\$ _____
						1 Annual	
5	Fire Station #3	651 Linton Blvd	Kohler	350	Kohler	3 Quarterly	\$ _____
						1 Annual	
6	Fire Station #4	4321 Lake Ida Rd.	Kohler	125	Lakeshore Electric		\$ _____
7	Fire Station #5	4000 Old Germantown Rd.	Generac	100	ASCO		
8	Police Department	300 W. Atlantic Ave.	Perkins		Thompson Technology		
9	Old School Square Parking Garage	95 NE 1st Ave.	Cummings	230	Kohler		
ESTIMATED ANNUAL TOTAL (GROUP 1)							\$ _____

GROUP 2 – ADDITIONAL SERVICES						
Item	Description	Estimated Total Annual Hours		Hourly Rate		Estimated Annual
1	Technician – Standard Hours	200	x	\$ _____	=	\$ _____
2	Technician – Non-Standard Hours	40	x	\$ _____	=	\$ _____
ESTIMATED ANNUAL TOTAL (GROUP 2)						

GROUP 3– MATERIAL & MARK-UP						
Item	Description	Estimated Total Annual		Mark-up /Mark down		Estimated Annual Total
1	<i>Parts/Materials (actual cost + percentage of mark-up or mark-down on actual cost)</i> <i>For example, if mark-up is 10%, the calculation should be \$200,000 + 10% = \$220,000</i>	\$20,000.00	+		=	\$ _____
ESTIMATED ANNUAL TOTAL (GROUP 3)						

TOTAL ESTIMATED COST PER YEAR						
GROUP 1	+	GROUP 2	+	GROUP 3	=	\$ _____

TOTAL ESTIMATED BID \$ _____

**PRICE SCHEDULE
CITY OF PARKLAND**

GROUP 1 – PREVENTIVE MAINTENANCE							
Line	Location	Address	Manufacturer	Kw	Transfer Switch	Services	Total Cost Per Year
1	Public Works	6500 Parkside Drive, Parkland 33067	MTU	200	Yes	3 Quarterly	\$ _____
						1 Annual	
2	Public Safety	6650 N University Drive, Parkland 33067	Olympian	200	Yes	3 Quarterly	\$ _____
						1 Annual	
3	Fire Station 109	11601 W Hillsboro, Parkland 33076	Kohler	230	Yes	3 Quarterly	\$ _____
						1 Annual	
4	Parkland Library	6620 N University Drive, Parkland 33067	Generac	200	Yes	3 Quarterly	\$ _____
						1 Annual	
5	City Hall	6600 N University Drive, Parkland 33067	Cummings	150	Yes	3 Quarterly	\$ _____
						1 Annual	
ESTIMATED ANNUAL TOTAL (GROUP 1)							\$ _____

GROUP 2 – ADDITIONAL SERVICES						
Item	Description	Estimated Total Annual Hours		Hourly Rate		Estimated Annual
1	Technician – Standard Hours	200	x	\$ _____	=	\$ _____
2	Technician – Non-Standard Hours	40	x	\$ _____	=	\$ _____
ESTIMATED ANNUAL TOTAL (GROUP 2)						

TOTAL ESTIMATED BID \$ _____

**PRICE SCHEDULE
MIAMI SHORES VILLAGE**

GROUP 1 – PREVENTIVE MAINTENANCE							
Line	Location	Address	Manufacturer	kW	Transfer Switch	Services	Total Cost Per Year
1	MSV Public WorksYard	1701 NW 103rd St, Miami Fl	Trade wind	135	600	3 Quarterly	\$ _____
						1 Annual	
2	MSV Police Department	9990 NE 2 Ave, Miami, Fl	CAT250	250	400	3 Quarterly	\$ _____
						1 Annual	
3	MS Village Hall	10050 NE 2 Ave	Tradewind	200	400	3 Quarterly	\$ _____
						1 Annual	
ESTIMATED ANNUAL TOTAL (GROUP 1)							\$ _____

GROUP 2 – ADDITIONAL SERVICES						
Item	Description	Estimated Total Annual Hours		Hourly Rate		Estimated Annual
1	Technician – Standard Hours	200	x	\$ _____	=	\$ _____
2	Technician – Non-Standard Hours	40	x	\$ _____	=	\$ _____
ESTIMATED ANNUAL TOTAL (GROUP 2)						

TOTAL ESTIMATED COST PER YEAR						
GROUP 1	+	GROUP 2		=	\$ _____	

TOTAL ESTIMATED BID \$ _____

**PRICE SCHEDULE
CITY OF MARGATE**

GROUP 1 – PREVENTIVE MAINTENANCE							
Line	Location	Address	Manufacturer	kW	Transfer Switch	Services	Total Cost Per Year
1	City Hall	5790 Margate Blvd, Margate, FL 33063	MQ	300	ASCO	3 Quarterly	\$ _____
						1 Annual	
2	Senior Center	6009 NW 10 St, Margate, FL 33063	Techno Gen	250	ASCO	3 Quarterly	\$ _____
						1 Annual	
3	Fire St 18	5785 Park Rd, Margate, FL 33063	MQ	100	ASCO	3 Quarterly	\$ _____
						1 Annual	
4	Fire St 58	600 N Rock Isl Rd, Margate, FL 33063	Model KG	150	ASCO	3 Quarterly	\$ _____
						1 Annual	
5	Fire St. 98	5395 NW 24 St, Margate, FL 33063	Model 100RZ82	100	ASCO	3 Quarterly	\$ _____
						1 Annual	
6	Public Works	102 N Rock Island Rd, Margate, FL 33063	APD	200	ASCO	3 Quarterly	\$ _____
						1 Annual	
7	Public Works Portable 1	102 N Rock Island Rd, Margate, FL 33063	G80	80	ASCO	3 Quarterly	\$ _____
						1 Annual	
8	Public Works Portable 2	102 N Rock Island Rd, Margate, FL 33063	G80	100	ASCO	11 Monthly	\$ _____
						1 Annual	
9	Fire Administration	1835 Banks Rd, Margate, FL 33063	FP	130	ASCO	3 Quarterly	\$ _____
						1 Annual	

GROUP 2 – ADDITIONAL SERVICES						
Item	Description	Estimated Total Annual Hours		Hourly Rate		Estimated Annual Total
1	Technician – Standard Hours	200	x	\$ _____	=	\$ _____
2	Technician – Non-Standard Hours	40	x	\$ _____	=	\$ _____
ESTIMATED ANNUAL TOTAL						\$ _____

TOTAL ESTIMATED BID \$ _____

END OF SECTION 5

SECTION 6 MINIMUM QUALIFICATIONS

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

- i. Bidder is registered with the States of Florida, Division of Corporations to do business in Florida. **Provide proof of registration. The City will verify.**
- ii. Must have been in business for a minimum of five (5) years prior to the Due Date. **Provide supporting documentation (e.g. state, county, city business registration; occupational license) that confirms Bidder has been in business for a minimum of five (5) years prior to the Due Date.**
- iii. Bidder employs an individual who holds a current Electrical Generating Systems Association (EGSA) Technician Certification. If Bidder is utilizing a subcontractor to meet this minimum qualification, please disclose the name of the subcontractor and provide proof of current certification. **Provide proof, in the form of a copy of certification(s), that the Bidder meets this qualification.**
- 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 has previously provided acceptable services for the type of work identified in this ITB. **Submit up to three (3) client references for whom Bidder has provided generator maintenance and repair services for systems from 5 to 2,000 KW similar to those specified in this ITB in the past three (3) years and who are agreeable to respond to a request from the City regarding bidder's experience. Each client reference should include the following:**
 - a. **Organization name:**
 - b. **Contact Name(s):**
 - c. **Contact Email Address:**
 - d. **Address:**
 - e. **Telephone Number:**
 - f. **Dates of Service (start/end):**
 - g. **Type of Work (brief description):**
- vi. Bidder Is NOT listed on the Florida Department of Management Services, Convicted Vendor List as defined in Florida Statute Section 287.133(3)(a-d).
Provide an executed copy of the Affidavit Regarding the Convicted Vendor List.
- vii. Bidder has no reported conflict of interests in relation to this ITB.
Provide an executed copy of the Contractor Conflict of Interest Disclosure Statement.
- viii. Bidder Is NOT listed on the System for Award Management (SAM), electronic roster of debarred companies excluded from Federal procurement and non-procurement programs throughout the

U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits.

Provide proof of registration. City will verify. Per Section 34.f. Rejection of Bids or Proposals of the City's Purchasing Policies and Procedures Manual, vendors may be deemed non-responsible if: Vendor has been declared to be in default on any City or public entity contract, debarred or suspended by any public entity.

- ix. Bidder affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Proposer will utilize the E-Verify System to verify the work authorization status of all newly hired employees and will require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

Provide affidavit of E-Verify Registration and utilization and affidavit of any known subcontractors. If any subcontractors are hired during the pendency of the ITB or during the term of an Agreement with the City, Proposer is required to update this.

- x. Bidder is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/scrutinized_list_of_prohibited_companies

Provide an executed copy of the Scrutinized Company Certification form.

- xi. Bidder is NOT on the Scrutinized Companies that Boycott Israel List, as identified in Fla. Stat. Section 215.4725, and is NOT engaged in a boycott of Israel.

Provide an executed copy of the Scrutinized Companies that Boycott Israel List or Engage in a Boycott of Israel Certificate Form.

- xii. Bidder is NOT on the Discriminatory Vendor List as provided in Section 287.134.

Provide an executed copy of the Discriminatory Vendor List Affidavit.

- xiii. Bidder does NOT use coercion for labor or services as defined in Fla. Stat. 787.06(13).

Provide an executed copy of the Affidavit Regarding the Use of Coercion for Labor and Services.

- xiv. Pursuant to 287.138, the Bidder is NOT owned by the government of a foreign country of concern, NO government of a foreign country of concern has a controlling interest in the company of Bidder, and the Bidder is NOT organized under the laws of and does not have its principal place of business in a foreign country of concern .

Provide an executed copy of the Affidavit Regarding Contracting with Entities of Foreign Countries of Concern.

- xv. Proposer does NOT have any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years OR has provided a disclosure pursuant to Fla. Stat. 286.101(3)(a) or is subject to a disclosure exception under Fla. Stat. 286.101(3)(b)(1-6).

Provide an executed copy of the Affidavit Regarding Foreign Country of Concern Disclosure

- xvi. **Provide information** concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors, is or has been involved with the last three (3) years.

END OF SECTION 6

SECTION 7
RESPONSE REQUIREMENTS

- A. Provide the following information for three (3) clients, for whom the bidder has provided similar services which are willing and able to confirm the projects.
- i. **Entity Name**
 - ii. **Entity's Primary Contact for contract (Name & Title)**
 - iii. **Phone Number**
 - iv. **Email Address**
 - v. **Project Term (Start/End Date)**
 - vi. **Types of Work**
 - vii. **Beginning and ending contract/PO amounts**

END OF SECTION 7

SECTION 8 BID FORM SUBMITTAL

8.1 FORMS

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

- a. Acknowledgment of Addenda
- b. Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of and affidavit regarding Public Entity Crimes Convicted Vendor List
- e. Notification of Public Records Law
- f. Drug-Free Workplace
- g. Non-Collusion Affidavit
- h. Truth-In-Negotiation Certificate
- i. Scrutinized Company Certification Form
- j. E-verify Registration Certification
- k. Scrutinized Companies that Boycott Israel Affidavit
- l. Discriminatory Vendor List Affidavit
- m. Affidavit Regarding Use of Coercion for Labor and Services
- n. Affidavit Regarding Contracting with Entities of Foreign Countries of Concern (Only if will provide Contractor with Individual's Personal Identifying Information)
- o. Affidavit Regarding Foreign Country of Concern Disclosure. (Only required if Agreement is over \$100,000.00)
- p. Purchase Orders
- q. Sample Performance Bond Format (if required, will be requested from the Bidder recommended for award)
- r. Sample Payment Bond Format (if required, will be requested from the Bidder recommended for award)

- s. Sample Letter of Credit Format (if required, will be requested from the Bidder recommended for award)

(Refer to Exhibit "A" - Forms)

Bidders must fill out completely and submit all forms included in Exhibit "A" – Forms to be responsive and responsible

END OF SECTION 8

**SECTION 9
SAMPLE AGREEMENT FORMAT**

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

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444, and _____, a (state of incorporation, if applicable) Corporation/Limited Liability Company/etc., authorized to do business in the State of Florida (hereafter referred to as “Contractor”), whose address is _____.

WHEREAS, the City desires to retain the services of the Contractor to provide generator maintenance, repair and replacement in accordance with the City’s Invitation to Bid No. 2026-010, 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. 2026-010, 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 generator maintenance, repair and replacement pursuant to 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
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

- ii. with a copy to: City of Delray Beach
200N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

- 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. E-VERIFY

By entering into this Agreement, Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 6. DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any

goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

ARTICLE 7. SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Agreement if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

a. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.

b. Contractor shall notify the City if, at any time during the term of this Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

c. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.

d. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.

ARTICLE 8. CONVICTED VENDOR LIST

By its execution of this Agreement, Contractor acknowledges that it has been informed by City of, and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public

entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

ARTICLE 9. COMPLIANCE WITH ALL APPLICABLE LAW

The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 10. DISCLOSURE OF INTERESTS OF COUNTRY OF FOREIGN CONCERN

Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286 .101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

ARTICLE 11. FOREIGN COUNTRY OF CONCERN AND PERSONAL IDENTIFYING INFORMATION

Intentionally Omitted

ARTICLE 12. COMPLIANCE WITH FLORIDA STATUTE §787.06(13)

Contractor has fully complied with Florida Statute §787.06(13) by providing an affidavit to the City signed by an officer or representative of Contractor under penalty of perjury that Contractor does not use coercion for labor or services as defined in that statute.

ARTICLE 13. CONTRACT TERM

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

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr. Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

CONTRACTOR

By: _____

Print Name: _____

Title: _____

(SEAL)

STATE OF _____
COUNTY OF _____

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

Personally known ___ OR Produced Identification ___
Type of Identification Produced _____

Notary Public –State of _____

SECTION 10 GENERAL TERMS AND CONDITIONS

- 10.1 DEFINITIONS
- a. Bid: any offer(s) submitted in response to an Invitation to Bid.
 - b. Bidder: person or firm submitting a Bid in response to an Invitation to Bid.
 - c. Bid Solicitation or Invitation to Bid: this Solicitation documentation, including any and all addenda.
 - d. Bid Submittal Form: describes the goods or services to be purchased and must be completed and submitted with the Bid.
 - e. City: shall refer to the City of Delray Beach, Florida.
 - f. Contract or Agreement: Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the contract or agreement between the City and the Bidder.
 - g. Contractor: awarded Bidder or Bidder who is awarded a contract to provide goods or services to the City.
 - h. Invitation to Bid: formal request for Bids from qualified Bidders.
 - i. Purchasing Division: Purchasing Division of the City of Delray Beach, Florida.
 - j. Responsible Bidder: Bidder which has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.
 - k. Responsive Bidder: Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.
- 10.2 CONE OF SILENCE
- Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders on City Solicitations, the City's professional staff, and the City Commission members.
- 10.3 ADDENDUM
- The Purchasing Division may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.
- 10.4 LEGAL REQUIREMENTS
- This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.
- 10.5 CHANGE OF BID
- Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
- 10.6 WITHDRAWAL OF BID
- A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Purchasing Division prior to the Bid opening date may withdraw a Bid. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Administration Division. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- 10.7 CONFLICTS WITHIN THE BID SOLICITATION
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- 10.8 PROMPT PAYMENT TERMS
- It is the policy of the City of Delray Beach that payment for all purchases by City Departments shall be made in a timely manner. The City will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small

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

determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.

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

10.9 DISCOUNTS (PROMPT PAYMENTS)

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

10.10 PREPARATION OF BIDS

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

10.13 CONTRACT EXTENSION

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

10.11 CANCELLATION OF BID SOLICITATION

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

10.14 WARRANTY

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

10.12 AWARD OF CONTRACT

- a. The contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.
- b. The City reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are

10.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

10.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best

interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

10.17 CONTINUATION OF WORK

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

10.21 SUBCONTRACTING

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

10.18 PROTEST

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

10.22 ASSIGNMENT

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

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

10.23 SHIPPING TERMS

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

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

10.24 RESPONSIBILITIES AS EMPLOYER/E-VERIFICATION

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 awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

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

10.19 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.

Bidder acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Proposer affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in a termination of proposed agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If proposed Agreement is terminated for a violation of the statute by Bidder, the Bidder may be prohibited from conducting future

10.20 LICENSES, PERMITS AND FEES

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

business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of Bidder

supplemental agreement, purchase order, or change order, as appropriate.

10.25 INDEMNIFICATION

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

10.28 TERMINATION FOR CONVENIENCE

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

10.26 COLLUSION

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

10.29 TERMINATION FOR DEFAULT

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

10.27 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a

10.30 FRAUD AND MISREPRESENTATION

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

10.31 ACCESS AND AUDIT OF RECORDS

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

10.32 OFFICE OF THE INSPECTOR GENERAL

Generator Maintenance, Repair and Replacement

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.

Bidder and reasonable assurances that IIHI/PHI will be held confidential;

- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.

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

10.33 PRE-AWARD INSPECTION

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

10.34 PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

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

10.36 ADDITIONAL FEES AND SURCHARGES

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

10.37 COMPLIANCE WITH FEDERAL STANDARDS

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

10.35 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:

10.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

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

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the City of Delray Beach any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the

10.39 BINDING EFFECT

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

10.40 SEVERABILITY

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

possible extent in the absence of any severed terms or provisions.

10.41 GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

10.42 ATTORNEY'S FEES

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

10.43 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The City of Delray Beach complies with all laws prohibiting discrimination on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

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

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

10.44 AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS

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

10.45 CRIMINAL HISTORY BACKGROUND CHECKS

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

10.46 LABOR, MATERIALS, AND EQUIPMENT

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

10.47 MINIMUM WAGE REQUIREMENTS

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

10.48 PACKING SLIP AND DELIVERY TICKET

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

10.49 PURCHASE OF OTHER ITEMS

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

10.50 PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 811.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The City will not accept Bids when the entire Bid is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

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

completion so that a revised delivery schedule can be appropriately considered by the City.

10.51 CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Bidders must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. All Bidders must disclose the name of any City Commissioners or employees with whom your business entity, or members of your immediate family have a familial relationship, all family members of public officials with whom your business entity or members of your immediate family have a familial relationship, and paid consultants and/or lobbyists utilized to prepare proposal. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the City.

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

10.52 PUBLIC ENTITY CRIMES

Bidder acknowledges that it has been informed by City of, and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

10.56 CORRECTING DEFECTS

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

10.53 OTHER GOVERNMENTAL AGENCIES

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

10.57 ACCIDENT PREVENTION AND BARRICADES

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

10.54 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

10.58 OMISSIONS IN SPECIFICATIONS

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

10.59 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.

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

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

10.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

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

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

10.65 NOTICES

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

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

10.61 TAXES

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

10.66 POOL CONTRACTS

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

10.62 BIDDER'S COSTS

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

10.67 FISCAL FUNDING OUT

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

10.63 SUBSTITUTION OF PERSONNEL

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

10.64 FORCE MAJEURE

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

awarded shall result in automatic termination of the contract or agreement.

Foreign Countries of Concern, which is included in Attachment 2. The City reserves the right to terminate any agreement in which a contractor provides a false certification or otherwise violates Section 287.138, Florida Statutes.

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

10.71 SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL
Pursuant to Section 287.135, Proposer is ineligible to enter into, or renew, this Agreement if Proposer is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. Proposer must submit Affidavit regarding Scrutinized Companies that Boycott Israel at time of submission of Proposal.

10.69 DISCLOSURE OF INTERESTS WITH COUNTRIES OF FOREIGN CONCERN
Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

10.72 NO USE OF COERCION FOR LABOR OR SERVICES
Proposer has fully complied with Florida Statute §787.06(13), which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute as evidenced by the affidavit that must be submitted with proposal.

10.70 Foreign Countries of Concern in Agreements with Personal Identifying Information
Section 287.138, Florida Statutes, prohibits the City from entering into a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Upon submitting its proposal, Proposer shall certify compliance with section 287.138, Florida Statutes, by executing the Proposer Certification regarding Entities of

10.73 DISCRIMINATORY VENDOR LIST
Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. With proposal, Proposer must submit affidavit, which represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

END OF SECTION 10

**SECTION 11
SOLICITATION SUMMARY**

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

PURCHASING DIVISION

SOLICITATION SUMMARY

IMPORTANT NOTICE

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

BID INFORMATION

Bid Number: ITB No. 2026-010

Title: Generator Maintenance, Repair, and Replacement

Due Date and Time: November 27, 2025, @ 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 WITH YOUR SECURE ELECTRONIC BID SUBMITTAL THROUGH <https://www.bidnetdirect.com/florida/cityofdelraybeach>