

**AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND SOD UNLIMITED, INC.**

THIS AGREEMENT for Landscape Maintenance Services, is made and entered into as of the 9th day of October, 2023, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, an entity created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **SOD UNLIMITED, INC.**, a Florida corporation (hereinafter referred to as the "CONTRACTOR") with a business address of 3029 Cortez Lane, Delray Beach, FL 33445.

WITNESSETH:

WHEREAS, the CRA is desirous of retaining a landscaping maintenance firm to provide landscape maintenance services for various CRA owned properties and such services shall include clean-up and waste removal, mowing, trimming, edging, blowing, raking, sweeping, weed eradication, disease/insect control, mulch, fertilization, checking irrigation system, pruning, vine control, etc.; and

WHEREAS, in accordance with the CRA's procurement policy, on May 1, 2023, the CRA issued its Invitation to Bid for Landscaping Maintenance Services, CRA NO. 2023-02 and Addendum No. 1 ("ITB"), attached as **Exhibit "A"** and incorporated herein by reference and made apart hereof; and

WHEREAS, CONTRACTOR submitted a Bid in response to the CRA's ITB ("CONTRACTOR'S Proposal"), attached as **Exhibit "B"** and incorporated herein by reference and made apart hereof; and

WHEREAS, on July 25, 2023, the CRA Board awarded the bid to CONTRACTOR, as the lowest responsive and responsible bidder; and

WHEREAS, the CRA desires to retain the services of CONTRACTOR to provide landscaping maintenance services for various CRA owned properties, attached as **Exhibit "C"** and incorporated herein by reference and made apart hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained the parties hereby agree as follows:

Article 1. Scope of Work and CONTRACTOR's Representations.

- 1.1. The Scope of Work to be provided by the CONTRACTOR is described in Exhibit A, the CRA's ITB, and Exhibit B, the CONTRACTOR's submitted Bid, which are attached hereto and incorporated herein by reference.
- 1.2. CONTRACTOR hereby represents to CRA that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR'S license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CRA immediately.
- 1.3. CONTRACTOR hereby agrees to conduct all work and services under this Agreement in accordance with all the applicable federal, state, and local laws or regulations. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CRA to terminate this Agreement.

Article 2. Term and Termination

- 2.1. The Term of this Agreement shall be for one (1) year commencing on the 9th day of October 2023 and terminating on the 8th day of October 2024. The CRA's Executive Director may renew the Agreement on behalf of the CRA for up to four (4) additional one (1) year terms as provided by mutual consent and the execution of a written Amendment to this Agreement, signed by both parties.

Article 3. CRA's Representative.

- 3.1 The CRA's Representative for this Agreement shall be the CRA's Executive Director, or their authorized designee.
- 3.2 The CRA's Representative shall have general supervision and direction of the work. He/she has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Agreement. He/she shall also have authority to reject all work and materials which do not conform to the Agreement and to decide questions which arise in the execution of the work.
- 3.3 The CRA's Representative shall, upon presentation to him, make prompt decision in writing on all claims of the CRA or the CONTRACTOR and on all other matters relating to the execution and progress of the work or the interpretation of the Agreement Documents.

Article 4. Change in Scope of Work.

4.1 **ADDITIONAL PROPERTIES**

The CRA acquires property from time to time, and as a result, the total number of CRA-owned properties being maintained by the CONTRACTOR may change from time to time. Although this Agreement may identify specific properties and/or services, it is hereby agreed and understood that the CRA may add properties and/or similar services to the Agreement at the option of the CRA.

The CRA reserves the right to increase the number of properties to be maintained and to add any property or items of work to the Agreement. Any change in the number of properties, addition of any property to the maintenance list, or change to the scope of work shall be made via a written amendment to the Agreement executed by both parties.

The CONTRACTOR shall submit a proposal for the provision of landscape maintenance services for the additional property or additional scope of work when requested by the CRA. The CRA, at its sole discretion, will determine if the price quotes are fair and reasonable, and the CONTRACTOR may perform the additional work by way of a formal modification/amendment of the Agreement executed by both parties. The CRA may obtain price quotes for the additional properties and/or similar services from other vendors in the event that fair and reasonable pricing is not obtained from the CONTRACTOR, or at the CRA's sole discretion, for other reasons determined to be in the best interest of the CRA.

4.2 **PRICE ADJUSTMENTS**

The CRA disposes of property from time to time, and as a result, the total number of CRA-owned properties being maintained by the CONTRACTOR may change from time to time.

The CRA reserves the right to reduce the number of properties to be maintained and to completely eliminate any property or items of work listed in the Agreement. The CRA, at its sole discretion, will determine a fair and reasonable price adjustment, and a formal modification/amendment of the Agreement shall be executed by both parties. Any change in the number of properties, elimination of any property from the maintenance list, or change to the scope of work shall be made via a written amendment to the Agreement executed by both parties.

Article 5. Subcontractors.

- 5.1 As part of the CONTRACTOR's submitted Bid, **Exhibit "B"**, the CONTRACTOR identified any and all subcontractors that will be used in the performance of the proposed scope of work, their qualifications (including any licenses, certifications, etc.), capabilities, experience, and the portion of the work to be done by the subcontractor.
- 5.2 The CONTRACTOR agrees that it is as fully responsible to the CRA for the acts and omission of his Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by them.
- 5.3 Nothing contained in the Agreement Documents shall create any contractual relation between any Subcontractor and the CRA.

Article 6. General Conditions

- 61 The CONTRACTOR shall protect all materials and workers against injury from any cause and shall provide and maintain all necessary guards for the protection of the public. The CONTRACTOR shall be held responsible for his negligence in the prosecution of the work.
- 62 Upon completion, all debris and waste materials resulting from operations shall be removed from the property(ies) and disposed of legally by the CONTRACTOR.
- 63 The CONTRACTOR must comply with:
 - a. Executive Order No. 11246, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR, Chapter 60).
 - b. The Copeland "Anti-Kickback" Act (19 U.S.C., Section 874), as supplemented in U.S. Department of Labor Regulations (No. 29 CFR, Part 3).
 - c. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., Sections 327-330), as supplemented by U.S. Department of Labor Regulations (29 CFR, Part 5).
 - d. The employee(s) of the CONTRACTOR shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the CRA. The CONTRACTOR shall provide physically competent employee(s) capable of performing the scope of work as required. The CRA may require the CONTRACTOR to remove any employee it deems unacceptable. All employees of the CONTRACTOR shall wear proper safety equipment and

proper identification, as further described in the CRA Invitation to Bid, CRA No. 2023-02. It is the CONTRACTOR's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The CRA shall have no responsibility to check or verify the legal immigration status of any employee of the CONTRACTOR.

- 64 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent CONTRACTOR under this Agreement and not the CRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CRA or State policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CRA, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CRA and the CRA will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

Article 7. Contract Price.

- 7.1 The CRA will pay the CONTRACTOR an annual amount not to exceed **Ninety -Two Thousand and Six Hundred Forty and 00/100 Dollars (\$92,640.00)** ("Total Contract Price"), for all services contained in **Exhibit "A" and Exhibit "B"**, which is attached hereto and incorporated herein by reference, for performance of the Scope of Work.

7.2 PRICES SHALL BE FIXED AND FIRM

The Total Contract Price shall remain fixed and firm during the performance of the work, except for any change orders or variations, which must meet the prior approval and written authorization of the CRA.

Article 8. Claims for Extra Cost.

- 8.1 Unless provided for in the Agreement, the CRA will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

Article 9. Insurance Coverage

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of AM Best's Insurance Guide. This insurance shall be documented in certificates of insurance

which provide that the CRA 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 CRA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the CRA.

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

The amounts and types of insurance shall conform to the following minimum requirements:

- 9.1 Workers' Compensation. As required by law.
- 9.2 Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage which must include:
 - i. Premises and/or Operations on an occurrence basis.
 - ii. Independent contractors.
 - iii. Products and/or Completed Operations Liability on an occurrence basis.
 - iv. Explosion, Collapse, and Underground Coverages.
 - v. Broad Form Property Damage.
 - vi. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - vii. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- 9.3 Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

The *Delray Beach Community Redevelopment Agency* shall be named as an **Additional Insured** on both the General Liability and Business Automobile Liability policies, on a primary and noncontributory basis, to include additional insured status on the GL policy for both premises operations and products and completed operations. If no deductible for insurance is referenced above, the CRA reserves the right to require such deductibles which shall be determined by the CRA, but not less than \$25,000 per claim. The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

RIGHT TO REVIEW: The CRA reserves the right to require that the insurance coverages provided by the

CONTRACTOR are proper and that the insurers are licensed or otherwise qualified to do business in Florida. If at any time during the term of the Agreement, the CRA should determine that it is in its best interests to insist on an alternative insurance provider, it may do so, and the CONTRACTOR agrees to comply with the CRA's decision. The CRA also reserves the right to review, modify, or amend any required coverages, limits, and endorsements during the life of a Agreement. The CRA further reserves the right, but not the obligation, to review and reject any insurer providing coverage on behalf of the CONTRACTOR because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

Article 10. Indemnification.

- 10.1 CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CRA Executive Director's option, defend or pay for an attorney selected by the CRA Executive Director to defend the CRA, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CRA by reason of any such claim, cause of action, or demand, CONTRACTOR shall, upon written notice from CRA, resist and defend such lawsuit or proceeding by counsel satisfactory to the CRA or, at CRA's option, pay for an attorney selected by the CRA Executive Director to defend the CRA. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

Article 11. The CRA's Right to Terminate Agreement.

11.1 TERMINATION FOR CONVENIENCE

The CRA, at its sole and absolute discretion, reserves the right to terminate any Agreement entered into pursuant to ITB CRA No. 2023-02 with or without cause immediately upon providing written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not incur any additional costs under the Agreement. The CRA shall be liable only for reasonable costs incurred by the CONTRACTOR prior to the date of the notice of termination. The CRA shall be the sole judge of "reasonable costs."

11.2 TERMINATION FOR DEFAULT

The CRA reserves the right to terminate the CONTRACTOR, in part or in whole, or place the CONTRACTOR on probation in the event the CONTRACTOR 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 CONTRACTOR must cure any such failure to perform or default. If the CONTRACTOR fails to cure the default within the time specified, the CRA may then terminate the subject Agreement by providing written notice to the CONTRACTOR. The CRA further reserves the right to suspend or debar the CONTRACTOR in accordance with the appropriate CRA ordinances, resolutions, and/or policies. The CONTRACTOR will be notified by letter of the CRA's intent to terminate. In the event of termination for default, the CRA 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 CONTRACTOR.

Article 12. Miscellaneous

12.1 All of the terms and provisions of the 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.

12.2 PUBLIC RECORDS

CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, CONTRACTOR shall:

- A. Keep and maintain public records required by the CRA to perform the service.
- B. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CRA.
- D. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the CRA upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT
CHRISTINE TIBBS
561-276-8640
TIBBSC@MYDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444**

The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

12.3 LEGAL REPRESENTATION

It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be

interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.4 RECORDS

CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CRA and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CRA of any fees or expenses based upon such entries.

12.5 ASSIGNMENT

The CONTRACTOR shall not assign, transfer, hypothecate, or otherwise dispose of this Agreement, 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 CRA. Assignment without the prior written consent of the CRA may result in termination of the Agreement for default.

12.6 NO CONTINGENT FEES

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CRA shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.7 NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR: Willie Johnson, Jr., President
Sod Unlimited, Inc.
3029 Cortez Lane, Delray Beach, Florida 33445
Telephone No.: 561-441-1959
SodUnlimited@yahoo.com

TO THE CRA Renée A. Jadusingh, Executive Director
Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue, Delray Beach, FL 33444
Telephone No. (561) 276-8640
Facsimile No. (561) 276-8558

12.8 BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.9 HEADINGS

Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

12.10 EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.11 SEVERABILITY

If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.12 GOVERNING LAW; VENUE

This Agreement shall be governed by the laws of the State of Florida with venue for any litigation filed to enforce any rights, obligations, or duties under this Agreement lying in Palm Beach County, Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and Palm Beach County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.13 ENTIRE AGREEMENT

This Agreement shall include and incorporate the terms, conditions and specifications set forth in the CRA's Invitation to Bid CRA No. 2023-02 and Addendum No. 1 that do not directly conflict with this Agreement, and the CONTRACTOR'S Proposal submitted to the CRA in response to CRA's Invitation to Bid CRA No. 2023-02 that does not directly conflict with this Agreement which shall embody the entire agreement between CRA and CONTRACTOR and supersedes all other writings, oral agreements or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. In the event of a conflict between the terms of this Agreement and any terms or conditions in the CRA's Invitation to Bid CRA No. 2023-02 and Addendum No. 1 and the CONTRACTOR's Proposal, the order of prevailing documents are as follows: 1) this Agreement; 2) CRA's Invitation to Bid CRA No. 2023-02 and Addendum No. 1; 3) CONTRACTOR's Bid. The CRA's Executive Director may further approve and amend this Agreement by executing a written agreement signed by both parties.

12.14 WAIVER

Failure of the CRA to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

12.15 ATTORNEY'S FEES

In the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.


12.16 PROTECTION OF PROPERTY

At all times during the performance of this Agreement, the CONTRACTOR shall protect the CRA's property from all damage whatsoever on account of the work being carried on under this Agreement.

12.17 COUNTERPARTS

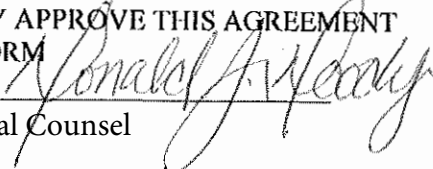
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

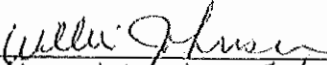
DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

Adam Frankel, Chair

ATTEST:

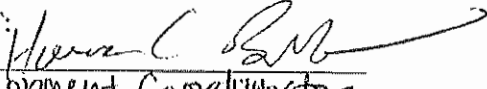
Rence Jadusingh, Executive Director

I HEREBY APPROVE THIS AGREEMENT
AS TO FORM

Title: Legal Counsel

SOD UNLIMITED, INC., a Florida Corporation

BY: 
Print Name: Willie Johnson
Title: President
Date: 9/29/2023

(CORPORATE SEAL)

ATTEST:

Redevelopment Coordinator
Huseyin Badak
(SEAL)
STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of September, 2023, by William Johnson (name of person), as Owner (type of authority) for SOD UNLIMITED, INC. Personally known OR Produced Identification Type of Identification Produced _____

Notary Public, Robert A. Massi
State of FL

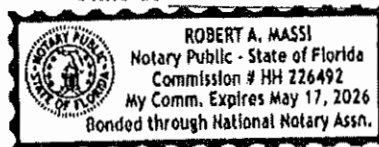


EXHIBIT "A"

Delray Beach CRA Invitation to Bid CRA No. 2023-02 Landscape Maintenance Services



**DELRAY BEACH
COMMUNITY REDEVELOPMENT AGENCY (CRA)
INVITATION TO BID (ITB)
CRA NO. 2023-02**

LANDSCAPE MAINTENANCE SERVICES

ISSUE DATE

Monday, May 1, 2023

VOLUNTARY PRE-BID MEETING

**Monday, May 8, 2023
9:30AM EST**

QUESTION SUBMITTAL DEADLINE

**Monday, May 15, 2023
5:00PM EST**

BID SUBMISSION DUE DATE AND TIME

**Thursday, June 1, 2023
2:00PM EST**

CONTACT

**CHRISTINE TIBBS, ASSISTANT DIRECTOR
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
20 NORTH SWINTON AVENUE
DELRAY BEACH, FL 33444
tibbsc@mydelraybeach.com
561-276-8640**

INSTRUCTIONS

Sealed Bids must be received on or before the Bid Submission Due Date and Time. Bids shall be submitted in accordance with the instructions contained herein. All Bids will be publicly opened at the CRA Office, located at 20 N. Swinton Avenue, Delray Beach, Florida, 33444, immediately after the Bid Submission Due Date and Time, unless otherwise specified.

Bids shall be submitted in hard copy format only and may be mailed or hand delivered, to the CRA Office, located at 20 N. Swinton Avenue, Delray Beach, Florida, 33444, **and** must be received by the CRA on or before the Bid Submission Due Date and Time indicated in this ITB. Normal business hours are 8:00 AM to 5:00 PM, Monday through Friday, except legal holidays. Hard copy Bid packages shall have the following information clearly marked on the face of the sealed package: Bidder's name, return address, ITB number, Bid Submission Due Date, and the title of the Bid. Included in the Bid package shall be one (1) hard copy of the Bid clearly identified as the "Original" that includes original signatures on all required forms and one (1) electronic version of the Bid on a Universal Serial Bus (USB) drive in searchable and legible PDF format.

It is the sole responsibility of the Bidder to ensure its Bid submission is complete prior to the Bid Submission Due Date and Time. Electronic submission of Bids will not be accepted.

Bids must contain all information, forms, and authorized signatures, as described in this Bid Solicitation. If the required information, form, or signature is not included, the Delray Beach Community Redevelopment Agency ("CRA") may deem the Bid non-responsive.

BROADCAST

The CRA utilizes electronic online services for notification and distribution of its Bid Solicitation documents. The CRA's Bid Solicitation information can be obtained from: (a) the Delray Beach Community Redevelopment Agency, www.delraycra.org; and (b) the BidSync website – www.bidsync.com.

It is the responsibility of the Bidder's to check the websites. Bidders who obtain Bid Solicitation documents and/or information related to the Bid Solicitation from sources other than those named above are cautioned that they should not rely on any representations, statements, or explanations other than those made in this Invitation to Bid ("ITB") and in any written addendum to this ITB. Oral explanations, information, and instructions shall not be considered binding on the CRA. Neither the CRA nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any Bidder. The CRA may deem incomplete Bids as non-responsive and the CRA will not evaluate or consider non-responsive Bids. BidSync is an independent entity and is not an agent or representative of the CRA. Communications to BidSync do not constitute communications to the CRA.

CONTACT PERSON

Any questions regarding the terms, conditions, and specifications, requests for clarification and/or additional information, and/or questions related to the Bid Solicitation process must be submitted in writing to Christine Tibbs, Assistant Director, at tibbsc@mydelraybeach.com and must be received prior to the Question Submittal Deadline of Monday, May 15, 2023, at 5:00pm EST.



**The Delray Beach Community Redevelopment Agency
20 North Swinton Avenue, Delray Beach, FL 33444**

LEGAL ADVERTISEMENT

**INVITATION TO BID CRA NO.: 2023-02
LANDSCAPE MAINTENANCE SERVICES**

BID SUBMISSION DUE DATE AND TIME: THURSDAY, JUNE 1, 2023, AT 2:00 PM EST

The Delray Beach Community Redevelopment Agency (CRA) is seeking Bids from qualified Bidders to provide and furnish materials, labor, equipment, tools, machinery, apparatus, vehicles means of transportation (including freight costs) insurance, supplies, goods, permits, and additional fees (if any) necessary to perform the landscape maintenance services for all properties owned and managed by the CRA, as stated in Exhibit A, in accordance with the terms, conditions, and specifications contained in this ITB.

The ITB documents are available beginning Monday, May 1, 2023, on (a) the Delray Beach Community Redevelopment Agency website - www.delraycra.org and on (b) the Bid Sync website - www.bidsync.com. It is the responsibility of the Bidder to check the websites.

Mailed or hand-delivered hard copies of sealed Bids will be accepted at the CRA Office, located at 20 N Swinton Avenue, Delray Beach, Florida, 33444, before or until the Bid Submission Due Date and Time. Submission of Bids electronically will not be accepted. Bid packages shall have the following information clearly marked on the outside of the sealed package: Bidder's name, return address, ITB number, Bid Submission Due Date, and the title of the Bid. Bids will be publicly opened and read aloud at the CRA Office immediately after the Bid Submission Due Date and Time. The CRA will not be responsible for and will not accept any late, delayed, misdelivered, or nondelivered Bids. Bids arriving after the Bid Submission Due Date and Time will not be accepted and will be returned to the sender unopened.

The CRA will hold a Voluntary Pre-Bid Meeting on Monday, May 8, 2023, starting promptly at 9:30 a.m. EST, at the CRA Office, located at 20 N Swinton Avenue, Delray Beach, Florida, 33444.

It is the responsibility of the Bidder to ensure all required information is included in their Bid submission. All Bidders are advised to closely examine the ITB documents. Any questions regarding the completeness or substance of the ITB documents or scope of work, and/or requests for clarification must be submitted in writing via email to Christine Tibbs, Assistant Director, at tibbsc@mydelraybeach.com, by the Question Submittal Deadline of Monday, May 15, 2023, at 5:00 p.m. EST.

The CRA is exempt from Federal and State Taxes for tangible personal property tax.

The CRA reserves the right to accept or reject any or all Bid(s), in whole or in part, with or without cause without any liability to the CRA. The CRA does not warranty or represent that any award or recommendation will be made as a result of the issuance of this Legal Advertisement or the ITB, or receipt of a Bid(s). The CRA and Bidder will be bound only if and when a Bid, as it may be modified, is approved and accepted by the CRA, and the applicable agreements pertaining thereto are approved, executed, and delivered by the Bidder to the CRA, and then only pursuant to the terms of the agreements executed by the Bidder and the CRA.

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SECTION 1: GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- a. *Awarded Bidder: Bidder who is awarded a contract to provide goods or services to the CRA.*
- b. *Bid: any offer(s) submitted in response to an Invitation to Bid.*
- c. *Bidder: person or firm submitting a Bid in response to an Invitation to Bid.*
- d. *Bid Solicitation or ITB: this Invitation to Bid, including all documentation and any and all addenda.*
- e. *CRA: shall refer to the Delray Beach Community Redevelopment Agency.*
- 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 CRA and the Bidder.*
- g. *Contractor: Awarded Bidder who executes a Contract with the CRA to provide the necessary goods or services.*
- h. *Invitation to Bid: this formal Solicitation requesting Bids from all interested qualified Bidders.*
- i. *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.*
- j. *Responsive Bidder: Bidder whose Bid conforms in all material respects to the terms, conditions, and specifications included in the Invitation to Bid.*
- k. *Solicitation Summary Form: describes the goods or services to be purchased and the price, and must be completed by the Authorized Agent of the Bidder and submitted with the Bid.*
- l. *Work: as used herein refers to all reasonably necessary and inferable services required by the Contract whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations.*

2. CONE OF SILENCE/NO LOBBYING

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the CRA, all solicitations, once advertised and until the appropriate authority approves an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders, the CRA Staff, and the CRA Board Members, amongst other parties.

As to any matter relating to this ITB, any Bidder, Bidder's team member, or anyone representing a Bidder is advised that they are prohibited from contacting or lobbying the CRA Chair, any CRA

Board Member, CRA Staff, or any other person working on behalf of the CRA on any matter related to or involved with this ITB. For purposes of clarification, a Bidder's representatives shall include, but not be limited to, the Bidder's employees, partners, attorneys, officers, directors, consultants, lobbyists, any actual or potential subcontractor or consultant of the Bidder, or any member of the Bidder's team. If a Pre-Bid Meeting is scheduled, there will be an opportunity for inquiries to be made of CRA Staff during the scheduled Pre-Bid Meeting. All inquiries made outside of the Pre-Bid Meeting must be in writing and directed to Christine Tibbs, CRA Assistant Director, at (tibbsc@mydelraybeach.com.) Any violation of this condition may result in rejection of a submitted Bid and/or disqualification of the Bidder. This "Cone of Silence/No Lobbying" is in effect from the date of issuance of the ITB and shall terminate at the time the CRA Board selects a Bid, rejects all submitted Bids, or otherwise takes action which ends the Bid Solicitation process.

3. **ADDENDUM**

The CRA 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, specifications, conditions, provisions, or requirements of the ITB. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the ITB documents or in the addenda issued. Where there appears to be a conflict between the ITB documents and any addenda, the last addendum issued shall prevail. The CRA will post any addenda on (a) the Delray Beach Community Redevelopment Agency website - www.delraycra.org and, on (b) the Bid Sync website - www.bidsync.com. It is the responsibility of the Bidder's to check the websites and the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form when any addenda have been issued.

4. **LEGAL REQUIREMENTS**

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

5. **CHANGE OF BID**

Multiple Bids from the same Bidder and/or same entity will not be accepted. However, prior to the scheduled Bid opening a Bidder may change its previously submitted Bid by submitting a new Bid with a written letter on the Bidder's letterhead, signed by an authorized agent of the Bidder, duly notarized, and submitted to the CRA Office located at 20 N Swinton Avenue, Delray Beach, Florida, 33444, stating that the new Bid submittal replaces the original Bid submittal. The new Bid submittal shall contain the letter and all information as required for submitting a Bid. No oral modifications to a submitted Bid will be allowed. Modifications shall not be allowed after the Bid Submission Due Date and Time.

6. **WITHDRAWAL OF BID**

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the CRA prior to the scheduled Bid opening may withdraw a Bid. The withdrawal letter must be on the firm's letterhead, signed by an authorized agent of the Bidder, duly notarized, and delivered to the CRA Office located at 20 N Swinton Avenue, Delray Beach,

Florida, 33444, stating that the Bid is being formally withdrawn. No oral modifications or withdrawals of a submitted Bid will be allowed.

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 Solicitation Summary Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Solicitation Summary Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

8. PROMPT PAYMENT TERMS

It is the policy of the CRA that payment for all purchases by the CRA shall be made in a timely manner. The CRA will pay the Contractor upon receipt and acceptance of the goods or services by a duly authorized representative of the CRA. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the CRA 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 CRA, not later than sixty (60) days after the date on which the proper invoice was received by the CRA.

9. PREPARATION OF BIDS

- a. The required Bid forms contained herein must be completed and submitted with the Bid. Use of any other forms or changes to the forms will result in the rejection of the Bid. All forms must be legible. Bidders shall use typewriter, computer, or ink to complete the forms. Incomplete or illegible forms may cause the Bid to be rejected.
- b. An authorized agent of the Bidder must sign all required forms where indicated. **Failure to sign any of the required forms 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 Bid Solicitation.
- d. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- e. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely receipt of the Bid by the CRA by the Bid Submission Due Date and Time, and at the place stated in this Bid Solicitation. No exceptions will be made due to non-delivery, weather, carrier, traffic, illness, or other issues.

10. CANCELLATION OF BID SOLICITATION

The CRA reserves the right to cancel, in whole or in part, this ITB at any time when it is in the best interest of the CRA which shall be determined at the sole and absolute discretion of the CRA.

11. AWARD OF CONTRACT

- a. The Contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Bid Solicitation, and in the best interest of the CRA. The CRA shall be the sole and absolute judge of its best interest.
- b. The CRA reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the CRA's best interest to do so.
- c. The CRA reserves the right to negotiate prices **with the responsive and responsible Awarded Bidder**, provided that the scope of work of this ITB remains the same.
- d. The Bidder's performance as a prime contractor or subcontractor on previous CRA contracts shall be taken into account in evaluating the Bid received for this ITB.
- e. The CRA will provide a copy of the Bid Tabulation to all Bidders responding to this ITB.
- f. The ITB, any addenda and/or properly executed modifications, the signed Contract, the purchase order, and any change order(s) shall constitute the Contract.
- g. Award of this Bid may be predicated on compliance with and submittal of all required documents and forms as stipulated in this ITB.
- h. The CRA reserves the right to request and evaluate additional information from any Bidder after the Bid Submission Due Date and Time as the CRA deems necessary.
- i. The CRA reserves the right to accept or reject any or all Bid(s), in whole or in part, with or without cause without any liability to the CRA. The CRA does not warranty or represent that any award or recommendation will be made as a result of the issuance of this ITB or receipt of a Bid. The CRA and the Bidder will be bound only if and when a Bid, as it may be modified, is approved and accepted by the CRA, and the applicable Contract(s) pertaining thereto are approved, executed and delivered by the proposer to the CRA, and then only pursuant to the terms of the Contract(s) executed by the Contractor and the CRA.

12. CONTRACT EXTENSION

The CRA reserves the right to automatically extend any Contract for a maximum period not to exceed one hundred and eighty (180) calendar days in order to provide the CRA with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded.

13. WARRANTY

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

14. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the CRA's anticipated needs and/or usage; and (b) the CRA 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 CRA is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

15. NON-EXCLUSIVITY

It is the intent of the CRA to enter into a Contract with the Awarded Bidder that will satisfy its needs as described herein. However, the CRA 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.

16. 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 CRA and the Awarded Bidder, continue until completion at the same prices, terms, and conditions.

17. BID PROTEST

A Bidder that has submitted a response to this ITB and is adversely affected by the decision to award, may file a formal written protest through filing a type-written protest with the CRA office. The Bidder shall file its type-written protest with the CRA, delivered to the CRA Executive Director, at 20 N Swinton Avenue, Delray Beach, Florida, 33444, Monday through Friday, between the hours of 8:00 AM EST and 5:00 PM EST, excluding legal holidays. Bid Protests shall not be accepted through email. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and number of the solicitation. Additionally, the protest shall be signed by an authorized agent of the Bidder and notarized. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the CRA. The protest shall be limited to 15 type-written pages. A written protest shall not challenge the specifications, scope of work, relative weight of evaluation criteria, a formula for assigning points, any request for additional information from Bidders, to reject insufficient and unclear Bids, ranking of Bids, to negotiate a contract, to abandon negotiations, and to approve a contract.

The written protest must be received within three (3) business days from the time of initial posting of the Notice to Award. The Notice to Award shall be published on the CRA's website, www.delraycra.org, and on BidSync, www.bidsync.com. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Bidder of all rights of protest.

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), 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 Delray Beach Community Redevelopment Agency. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.

18. LAWS AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. Bidders shall be familiar with all Federal, State, and local laws that may affect the goods and/or services offered, including Florida Statute 448.095, which requires the registration and use of the E-Verify system to verify the work authorization status of all newly hired employees, within the meaning of the statute.

19. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections (if applicable), 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 CRA or the Contractor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Contractor. If the Awarded Bidder does not hold a City of Delray Beach Business Tax Receipt at the time of award, the Awarded Bidder must obtain the necessary Business Tax Receipt prior to finalizing the Contract.

20. SUBCONTRACTING

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

21. ASSIGNMENT

The Contractor 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 CRA. Assignment without the prior written consent of the CRA may result in termination of the Contract for default.

22. 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.

23. RESPONSIBILITIES AS EMPLOYER

The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the CRA. The Contractor shall provide physically competent employee(s) capable of performing the scope of work as required. The CRA may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor shall wear proper safety equipment and proper identification, as further described in this ITB.

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

24. INDEMNIFICATION

Contractor shall at all times hereafter indemnify, hold harmless and, at the CRA Executive Director's option, defend or pay for an attorney selected by the CRA Executive Director to

defend the CRA, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CRA by reason of any such claim, cause of action, or demand, Contractor shall, upon written notice from CRA, resist and defend such lawsuit or proceeding by counsel satisfactory to the CRA or, at CRA's option, pay for an attorney selected by the CRA Executive Director to defend the CRA. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

25. COLLUSION

Bidder certifies that its Bid is made without prior understanding, agreement, relation or connection with any other corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal of Bidder from participation in future CRA solicitations for a specified period.

The Bidder(s) attests that the 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 Bidder 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.

26. MODIFICATION OF CONTRACT

The Contract may be modified by mutual consent, in writing, through an amendment to the Contract, a supplemental agreement, purchase order, or change order, as appropriate. The CRA's Executive Director may further approve and amend the Contract by executing a written agreement signed by both parties.

27. TERMINATION FOR CONVENIENCE

The CRA, at its sole and absolute discretion, reserves the right to terminate any Contract entered into pursuant to this ITB with or without cause immediately upon providing written notice to the Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The CRA shall be liable only for reasonable costs incurred by the Contractor prior to the date of the notice of termination. The CRA shall be the sole judge of "reasonable costs."

28. TERMINATION FOR DEFAULT

The CRA reserves the right to terminate the Contract, in part or in whole, or place the Contractor on probation in the event the Contractor 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 Contractor must cure any such failure to perform or default. If the Contractor fails to cure the default within the time specified, the CRA may then terminate the subject Contract by providing written notice to the Contractor. The

CRA further reserves the right to suspend or debar the Contractor in accordance with the appropriate CRA ordinances, resolutions, and/or policies. The Contractor will be notified by letter of the CRA's intent to terminate. In the event of termination for default, the CRA 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.

29. **FRAUD AND MISREPRESENTATION**

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the CRA through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The CRA, 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.

30. **ACCESS AND AUDIT OF RECORDS**

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

31. **PRE-AWARD INSPECTION**

The CRA may conduct a pre-award inspection of the Bidder's place of business and equipment, or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

32. **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 Bid Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the CRA in connection with this Bid 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 CRA in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the CRA 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.

33. **ADDITIONAL FEES AND SURCHARGES**

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

34. 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).

35. BINDING EFFECT

All of the terms and provisions of the Contract, 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.

36. SEVERABILITY

In the event any term or provision of any Contract entered into pursuant to this Bid 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.

37. GOVERNING LAW AND VENUE

This Contract and all transactions contemplated by this Contract 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. The 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.

38. ATTORNEY'S FEES

In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Contract, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels, to the extent permitted by law.

39. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

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

During the performance of this Contract, the Contractor agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the Contract. The Contractor 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 Contractor further acknowledges and agrees to provide the CRA with all information and documentation that may be requested by the CRA from time to time regarding the Bid Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

40. **CRIMINAL HISTORY BACKGROUND CHECKS**
Prior to hiring a contract employee or contracting with an Awarded Bidder, the CRA may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Awarded Bidder will be required to sign an authorization for the CRA to access criminal background information. The costs for the background checks shall be borne by the CRA.
41. **LABOR, MATERIALS, AND EQUIPMENT**
Unless specified elsewhere in this Bid Solicitation or the Contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the Contractor. Bid Price shall include all freight costs to Delray Beach, Florida to point(s) specified herein or specified at the time the purchase order is placed.
42. **MINIMUM WAGE REQUIREMENTS**
The Contractor shall comply with all minimum wage requirements and the provisions of any other wages laws, as may be applicable to the Contract.
43. **PACKING SLIP AND DELIVERY TICKET**
A packing slip and/or delivery ticket shall accompany all items during delivery to the CRA. 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. No title to the item(s) or service(s) ordered nor any risk of loss shall be passed to the CRA until after receipt of delivery has been acknowledged in writing by the CRA Executive Director, or an authorized designee.
44. **PURCHASE OF OTHER ITEMS**
The CRA reserves the right to purchase other related goods or services, not listed in the Bid Solicitation, during the Contract term. When such requirements are identified, the CRA may request price quote(s) from the Contractor. The CRA, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the Contractor, another contract vendor, or a non-contract vendor.
45. **PUBLIC RECORDS**
Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The CRA will not accept Bids when the entire Bid is labeled as exempt from disclosure. The CRA's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the CRA and the

CRA's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the CRA's treatment of records as public records.

The Contractor 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 ITB.

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

47. PUBLIC ENTITY CRIMES

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

48. OTHER GOVERNMENTAL AGENCIES

The Contractor who is awarded and executes a Contract as a result of this ITB, 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.

49. 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 Contractor, 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 Contractor. In these cases, the Contractor shall notify the CRA of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the CRA.

50. FAILURE TO DELIVER OR COMPLETE WORK

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

51. CORRECTING DEFECTS

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

52. ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. The Contractor performing services or delivering goods under this Contract shall conform to all relevant OSHA, State, County, and local regulations during the course of such effort. The minimum Personal Protective Equipment (PPE) to be worn by all personnel performing landscape maintenance services shall be High-Vis Shirt or Vest with Contractor Name, Eye Protection, Ear Protection, Appropriate Footwear. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the CRA.

53. OMISSIONS IN SPECIFICATIONS

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

54. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

Contractor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Contractor in conjunction with this Bid 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 CRA by the Contractor are found to be defective or do not conform to specifications, (1) the materials may be returned to the Contractor at the Contractor's expense and the Contract cancelled; or (2) the CRA may require the Contractor to replace the materials at the Contractor's expense.

55. 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 Contractor performing under this Contract are required to provide two (2) complete sets of Material Safety Data Sheets to the CRA of any products that are subject to these regulations. This information should be provided at the time when the initial delivery is made.

56. TAXES

The CRA is exempt from Federal and State taxes for tangible personal property.

57. BIDDER'S COSTS

The CRA shall not be liable for any costs incurred by Bidders in responding to this ITB.

58. SUBSTITUTION OF PERSONNEL

It is the intention of the CRA that the Awarded Bidder's personnel proposed in its Bid shall be available for the initial Contract term. In the event the Awarded Bidder wishes to substitute personnel prior to the execution of the Contract, the Awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the CRA's written approval. In the event the substitute personnel are not satisfactory to the CRA, and the matter cannot be resolved to the satisfaction of the CRA, the CRA reserves the right to terminate Contract negotiations. In the event the Contractor wishes to substitute personnel after the execution of the Contract, the Contractor shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the CRA's written approval. In the event the substitute personnel are not satisfactory to the CRA, and the matter cannot be resolved to the satisfaction of the CRA, the CRA reserves the right to cancel the Contract for cause.

59. FORCE MAJEURE

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

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

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 CRA, at its sole discretion, may excuse performance for a longer term. Economic hardship of the Contractor

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.

60. NOTICES

Notices shall be effective when received at the addresses specified in the Contract. 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 shall not constitute effective notice. An original hard copy of the notice must also be mailed via certified mail to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the Awarded Bidder and the CRA.

All such notices, demands, requests and other communications which shall have been mailed in such a manner shall be deemed sufficiently served or given for all purposes hereunder on the third (3rd) day following the date such notice, demand, request or other communication shall be deposited in any post office or branch post office within the continental United States.

61. FISCAL FUNDING OUT

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

62. SCRUTINIZED COMPANIES CERTIFICATION

Section 287.135, Florida Statutes, prohibits the DBCRA from: 1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria. Failure to complete the Scrutinized Companies Certification Pursuant to Florida Statute § 287.135 in Section 5 of this ITB may deem the Bid non-responsive.

END OF SECTION 1

SECTION 2: SPECIAL TERMS AND CONDITIONS

1. PURPOSE

The purpose of this Bid Solicitation is to obtain Bids from qualified providers of landscape maintenance services and establish a Contract for the provision of all materials, labor, equipment, tools, machinery, apparatus, means of transportation (including freight costs) insurance, supplies, and goods necessary to perform landscape maintenance services for all properties owned and managed by the CRA, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

2. CONTRACT MEASURES AND PREFERENCES

Intentionally Omitted.

3. VOLUNTARY PRE-BID MEETING

The CRA will hold a Voluntary Pre-Bid Meeting on Monday, May 8, 2023, starting promptly at 9:30 a.m. EST, at the CRA Office, located at 20 North Swinton Avenue, Delray Beach, Florida, 33444.

Potential Bidders should bring a copy of this ITB with them to the Voluntary Pre-Bid Meeting. Attendees will be allowed to ask questions of CRA staff and obtain information on important aspects of this ITB.

The purpose of the Voluntary Pre-Bid Meeting is to provide and obtain information relative to the scope, purpose, nature, and extent of the work, and any local conditions, which may affect the performance of the Work. Submission of a Bid shall constitute an acknowledgement by the Bidder that it has thoroughly examined and is familiar with the requirements of this Bid Solicitation package. The failure or neglect of the Bidder to examine the Bid Solicitation package, shall in no way relieve the Bidder of any obligation with respect to its Bid, the scope of work required under this Bid Solicitation, or the requirements of any resulting Contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this Bid Solicitation package or the resultant Contract.

4. QUESTIONS DEADLINE

Any questions regarding the terms, conditions, and specifications, requests for clarification and/or additional information, and/or questions related to the Bid Solicitation process must be submitted in writing to Christine Tibbs, Assistant Director, at tibbsc@mydelraybeach.com and must be received prior to the Question Submittal Deadline of Monday, May 15, 2023, at 5:00pm EST. Answers, clarifications, and/or additional information will be made in the form of an addendum and published on (a) the Delray Beach Community Redevelopment Agency website - www.delraycra.org and, on (b) the Bid Sync website – www.bidsync.com.

5. TERM OF CONTRACT

The Contract shall be for one (1) year and commence upon the date of the duly executed Contract. The Contract may be renewed for up to four (4) additional one (1) year terms upon execution of a written amendment to the Contract by both the CRA and the Contractor.

6. METHOD OF AWARD: BEST VALUE

The CRA will award this Contract to the responsive and responsible Bidder, all factors considered, and in the best interest of the CRA.

7. PRICES SHALL BE FIXED AND FIRM

If the Bidder is awarded a Contract under this Bid Solicitation, the prices offered by the Bidder shall remain fixed and firm during the performance of the work, except for any change orders or variations, which must meet the prior approval and written authorization of the CRA.

8. PRICE ADJUSTMENTS

The CRA disposes of property from time to time, and as a result, the total number of CRA-owned properties being maintained by the Contractor may change from time to time.

The CRA reserves the right to reduce the number of properties to be maintained and to completely eliminate any property or items of work listed in the Bid or the resultant Contract. Any change in the number of properties, elimination of any property from the maintenance list, or change to the scope of work shall be made via a written amendment to the Contract executed by both parties.

See also ADDITIONAL PROPERTIES.

9. EXAMINATION OF CRA FACILITIES OR EQUIPMENT

Prior to submitting its offer, it is recommended that the Bidder visit the site(s) of the proposed Work and become familiar with any conditions which may in any manner affect the Work to be done or affect the equipment, materials and labor required. The Bidder is also advised to examine carefully any specifications, property descriptions, etc. 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.

10. EQUAL PRODUCTS

Intentionally Omitted.

11. INCENTIVE COMPENSATION

Intentionally Omitted.

12. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the resultant Contract.

13. INSURANCE

The Awarded Bidder shall not commence any performance pursuant to the terms of this Bid Solicitation until certification or proof of insurance has been received and approved by the CRA.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of AM Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the CRA 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 CRA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the Awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the CRA.

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

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

- a. Workers' Compensation Insurance – as required by law.
- b. Employer's Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 for each disease, and \$2,000,000 for aggregate disease
- c. Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage which must include:
 - i. Premises and/or Operations on an occurrence basis.
 - ii. Independent contractors.
 - iii. Products and/or Completed Operations Liability on an occurrence basis.
 - iv. Explosion, Collapse, and Underground Coverages.
 - v. Broad Form Property Damage.
 - vi. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - vii. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- d. Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

The *Delray Beach Community Redevelopment Agency* shall be named as an Additional Insured on both the General Liability and Business Automobile Liability policies, on a primary and non-contributory basis, to include additional insured status on the GL policy for both premises operations and products and completed operations.

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

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include

coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

RIGHT TO REVIEW: The CRA reserves the right to require that the insurance coverages provided by the Awarded Bidder are proper and that the insurers are licensed or otherwise qualified to do business in Florida. If at any time during the term of the contract, the CRA should determine that it is in its best interests to insist on an alternative insurance provider, it may do so, and the Contractor agrees to comply with the CRA's decision. The CRA also reserves the right to review, modify, or amend any required coverages, limits, and endorsements during the life of a Contract. The CRA further reserves the right, but not the obligation, to review and reject any insurer providing coverage on behalf of the Awarded Bidder/Contractor because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

14. CERTIFICATIONS

Any Bidder that submits a Bid in response to this Bid Solicitation shall, at the time of such Bid submittal, hold all necessary licenses and/or certifications issued by the State or County Examining Board qualifying the Bidder to perform the Work described in this Bid. If other professions or trades are required in conjunction with this Bid Solicitation and such work and/or services will be performed or provided by a subcontractor(s), an applicable license or certification issued by the State or County examining board issued to the subcontractor(s) shall be submitted with the Bidder's Bid; provided, however, that the CRA may at its option and in its best interest allow the Bidder to supply the subcontractor(s) certificate to the CRA during the evaluation period prior to any award of contract.

15. FINANCIAL AND ORGANIZATIONAL CAPACITY

Bidders must submit with their Bid evidence of their financial and organizational capacity to commence and complete the Work associated with this ITB. Such evidence may include an organizational chart and account statements, a loan commitment letter, or other documentation clearly supporting the Bidder's financial capacity to commence and perform the Work and all necessary responsibilities as stated within this ITB.

16. METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK

The Contractor shall submit an invoice to the CRA for work that has been completed and has been inspected and accepted by the CRA. 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 CRA in advance of the completion and acceptance of the work. The invoice shall contain the following information: the Contractor's name and address, invoice number, date of invoice, description of the goods or service provided, Properties serviced and service date(s), the contract number, and any applicable discounts, credits, and/or adjustments. Any required supporting documents must also be attached to the Contractor's monthly invoice.

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 Contractor.

Payment shall be made for the items listed on the Bid Pricing Form on the basis of the Work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, vehicles, machinery, tools, transportation, clean up, and all other appurtenances to complete the Work as specified in this ITB.

The CRA does not pay for items ordered and/or stored on site unless specifically approved by CRA and with written authorization from the CRA. Payment for items is paid once the item is installed, completed, and accepted by the CRA via written acceptance.

It is intended that all license(s) and other miscellaneous administrative costs, overhead and profit, and all other costs to the Contractor not specifically identified in the item descriptions be distributed among and included in the Bid Price. No additional payment shall be made for transportation, communications, office maintenance, and other incidental work or services, and no further payment shall be made for remobilization unless all of the work is suspended by the CRA for a period in excess of three (3) months and through no fault to the Contractor.

The Contractor's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. No separate payment will be made for any item that is not specifically set forth in the Bid Forms, and all costs therefore shall be included in the prices named in the Bid Forms for various appurtenant items of work.

See Section 3, Paragraph 2, GENERAL DUTIES, RESPONSIBILITIES, AND REQUIREMENTS

17. COMPLETION OF WORK

The Contractor shall complete the Scope of Work as required by this Bid Solicitation within the timeframe stated in Section 3 of this Bid Solicitation.

18. ADDITIONAL PROPERTIES

The CRA acquires property from time to time, and as a result, the total number of CRA-owned properties being maintained by the Contractor may change from time to time. Although this ITB and resultant Contract may identify specific properties and/or services, it is hereby agreed and understood that the CRA may add properties and/or similar services to the resultant Contract at the option of the CRA.

The CRA reserves the right to increase the number of properties to be maintained and to add any property or items of work to the Contract. Any change in the number of properties, addition of any property to the maintenance list, or change to the scope of work shall be made via a written amendment to the Contract executed by both parties.

The Contractor shall submit a proposal for the provision of landscape maintenance services for the additional property or additional scope of work when requested by the CRA. The CRA, at its sole discretion, will determine if the price quotes are fair and reasonable, and the Contractor may perform the additional work by way of a formal modification/amendment of the Contract executed by both parties. The CRA may obtain price quotes for the additional properties and/or similar services from other vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or at the CRA's sole discretion, for other reasons determined to be in the best interest of the CRA.

19. CATALOGS AND PRICE LISTS
Intentionally Omitted.
20. DEMONSTRATION OF EQUIPMENT
See Section 1, Paragraph 31, PRE-AWARD INSPECTION.
21. HOURLY RATE
Intentionally Omitted.
22. MOTOR VEHICLE LICENSE REQUIREMENT
The Contractor must have the applicable licenses, certifications, and insurance as required in this ITB necessary for the performance of the Scope of Work stated in Section 3 of this ITB.
23. PER SQUARE FOOT UNIT PRICE
Intentionally Omitted.
24. PATENTS AND ROYALTIES
The Contractor, without exception, shall indemnify and hold harmless the CRA and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the Contractor.

If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
25. PRE-COMMENCEMENT CONFERENCE
Prior to the start of the Work, the Contractor is required to attend a Pre-Commencement Conference with CRA Staff, and any other party that is designated to represent the CRA for the Work.

The CRA will be responsible for coordinating and scheduling the Pre-Commencement Conference.
26. RELEASE OF CLAIM REQUIRED
Pursuant to Section 255.05, Florida Statutes all payments to the subcontractors shall be made by the Contractor within ten (10) days of receipt of the partial payment from the CRA. With the exception of the first partial payment, the Contractor must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the Project within ten (10) days after receipt of the partial payment by the Contractor for monies due such subcontractors and suppliers as a result of a percentage of the work completed. The Contractor must provide CRA Staff with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the Project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the Contractor. In the event such affidavits cannot be furnished, the Contractor

may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the Contractor fails to provide consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

27. SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Bid, the Bidder must identify any and all subcontractors that will be used in the performance of the proposed scope of work, their qualifications (including any licenses, certifications, etc.), capabilities, 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 CRA when making the award in the best interest of the CRA. If the Bidder fails to identify any and all subcontractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, prior to the award of any Contract, at the sole and absolute discretion of the CRA.

The minimum qualifications required of Bidders shall not be subcontracted as a means to satisfy the requirements.

28. CHANGES

The CRA may at any time, as the need arises, require changes within the Scope of Work without invalidating the Contract. If such changes arise, any increase or decrease in the amount due under the Contract, or the time required for performance of the Work, shall be precipitated by a formal modification/amendment to the Contract executed by both parties.

See also Section 2, Paragraph 8, PRICE ADJUSTMENTS and Paragraph 18, ADDITIONAL PROPERTIES.

29. FAILURE TO DELIVER OR COMPLETE WORK

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

30. WORK COVERED BY CONTRACT DOCUMENTS

The Work covered by these specifications comprises, in general, furnishing all materials, labor, equipment, tools, machinery, apparatus, vehicles means of transportation (including freight costs) insurance, supplies, goods, permits, and additional fees (if any) necessary to perform the landscape maintenance services for all Properties owned and managed by the CRA, as stated in Exhibit A, in accordance with the terms, conditions, and specifications contained in this ITB.

Except as specifically noted, the Contractor shall provide and pay for:

- a. Labor, materials, tools, vehicles, equipment, transportation (including freight to Delray Beach), insurance, and machinery.
- b. Water and utilities required for the Work.
- c. Other facilities, services, materials, etc. necessary for the proper execution and completion of the scope of Work.

The Contractor shall comply with all Federal, State of Florida, local codes, ordinances, rules, regulations, orders, permits and other legal requirements of the CRA.

31. OTHER FORMS OR DOCUMENTS

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

32. STORAGE AND STAGING OF MATERIALS

All materials, supplies and equipment intended for use to complete the Work shall be suitably stored offsite by the Contractor to prevent damage from exposure, admixture with foreign substances, vandalism, or other cause. All hazardous materials must be stored in compliance with all pertinent requirements concerning their safe use and storage. The CRA will refuse to accept, or sample for testing, materials, supplies or equipment that have been improperly stored, as determined by the CRA.

Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the site. Materials may not be stored on CRA owned and managed properties and any staged materials on the property(ies) will not be allowed unless the materials will be installed on the same business day.

33. PRESERVATION OF PROPERTY

The Contractor 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. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the CRA (e.g., sprinkler lines and sprinkler heads, signage, sidewalk, curbs, driveway, mailbox, plants, signs, etc.)

In case of failure on the part of the Contractor to restore such property, or make good such damage for injury, the CRA may, after 48 hours' notice to the Contractor, 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 Contractor under the resultant contract.

34. PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times so conduct its work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road, street, or parking area shall be closed to the public, except with the permission of the CRA and any other jurisdictional governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the Contractor to ensure public access to

sidewalks, parking, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. No open excavation shall be left overnight. All open excavation within the roadway shall be backfilled and a temporary asphalt patch applied prior to darkness each day. A cold asphalt patch is acceptable.

35. SAFETY AND OSHA COMPLIANCE

The Contractor shall comply in all respects with all Federal, State and local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

The Contractor shall comply in all respects with the applicable Workers' Compensation Law.

36. CONTRACTOR'S USE OF PREMISES

The Contractor shall not use any private property, municipal property, or CRA property outside of the CRA owned and managed properties that are a part of the Contract and not governed by a Temporary Construction Easement, License Agreement, or other legally binding agreement allowing such use.

The Contractor shall assume full responsibility for the protection and safekeeping of all its equipment, machinery, tools, materials, etc. while performing the Work.

The Contractor shall move any stored or staged products, materials, equipment, etc. that is under the Contractor's control, that interferes with the operations of the CRA or impedes public access to sidewalks, parking, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

END OF SECTION 2

SECTION 3: SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. GENERAL SCOPE OF WORK

Maintenance of the public realm is directly connected to quality of life of residents and economic growth of an area. The CRA is committed to not only maintaining its properties but revitalizing the physical environment for the benefit of the CRA District as a whole.

The purpose of this Bid Solicitation is to obtain Bids from qualified providers of landscape maintenance services and establish a Contract for the provision of all materials, labor, equipment, tools, machinery, apparatus, means of transportation (including freight costs) insurance, supplies, and goods necessary to perform landscape maintenance services for all properties owned and managed by the CRA, as stated in Exhibit A, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

2. GENERAL DUTIES, RESPONSIBILITIES, AND REQUIREMENTS

a. The CRA shall be able to contact the Contractor through their office and/or point of contact's phone numbers during the hours of 7:00 a.m. – 5:00 p.m., seven (7) days a week - Monday through Sunday. A contact must be available during regular work hours, after-hours, weekends and holidays. All phone calls from CRA employees should be returned within four (4) business hours.

b. Contractor's Employees and Staffing:

The Contractor shall ensure that all employees, agents, and subcontractors follow the requirements as stated in Section 1, Paragraph 52, ACCIDENT PREVENTION AND BARRICADES. The minimum Personal Protective Equipment (PPE) to be worn by all personnel performing landscape maintenance services shall be High-Vis Shirt or Vest with Company Name, Eye Protection, Ear Protection, Appropriate Footwear.

Additionally, please refer to Section 1, Paragraph 23, RESPONSIBILITIES AS EMPLOYER.

The employee(s), agent(s), subcontractor(s) of the Contractor shall be considered to be at all times its employee(s), agent(s), and subcontractor(s) and not an employee(s), agent(s), or subcontractor(s) of the CRA and shall under no circumstances be deemed to be employees of the CRA. The CRA shall have no supervision or control over any employee(s), agent(s), or subcontractor(s) of the Contractor and the CRA may require the Contractor to address complaints and/or remove any employee of the Contractor the CRA deems unacceptable.

c. Performance Inspections:

On the Monday of each week, a schedule must be emailed to the CRA staff or hand delivered to the CRA office located at 20 N. Swinton Avenue, Delray Beach, FL, 33444, denoting the date and address of the Properties to be maintained during that week. If the weekly schedules are regularly recurring, the Contractor shall make that note.

During the course of the Contract, the CRA will make regular inspections of the Properties and Work covered under the Contract. If a Lot is inspected and was not serviced as scheduled, the CRA staff member will mark the Lot as "not serviced" and

corrective action will need to be taken by the Contractor, or deductions will be made to the amount due to the Contractor for the month. If a Lot is not on the schedule as required by the Contract, the Lot will be marked as “not serviced” and corrective action will need to be taken by the Contractor, or deductions will be made to the amount due to the Contractor for the month.

Monthly Inspections

If quality of service issues arise, at the determination of the CRA, the CRA can request monthly inspections with the Contractor to inspect all Properties together for compliance. The CRA shall notify the Contractor if these inspections are needed, and the Contractor must be present at the scheduled date and time. The monthly inspections will take place on a date and time that is mutually agreeable to both parties. The Contractor shall complete an Inspection Report during the monthly inspections with the purpose being to document the overall condition of the landscaping with the CRA and to notate any problems, issues, and/or conditions related to providing the required landscape maintenance services. The Inspection Report will also include items that were not performed to the CRA’s satisfaction, corrective action to be taken by the Contractor, and the deadline by which the corrective action will be completed; actions that need to be addressed by the CRA will also be noted within the Inspection Report. The Contractor shall provide a copy of the Monthly Inspection Report within five (5) business days of the completion of the monthly inspection.

Third Party Consultant

The services of a third-party landscape maintenance consultant may be utilized in conducting additional inspections in order to ensure quality of service at the discretion of the CRA. The recommendations of the consultant will be reviewed by the CRA and forwarded to the Consultant. If any action is required by the Contractor as a result of the recommendations, the CRA will provide such a directive in writing.

- d. Monthly Invoice and Payment Procedures
See Section 2, Paragraph 16, METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK.
- e. Equipment Maintenance:
The Contractor shall maintain all equipment, tools, machinery, apparatus, etc. utilized to provide the Landscaping Services in a manner that will demonstrate that all items can readily and appropriately perform the Work and that the items have been cleaned of any debris or pests from previous use. The Contractor’s equipment, tools, machinery apparatus, etc., shall be subject to inspection by the CRA, and any items deemed not able to be used to perform that Work as necessitated by the Contract at the sole discretion of the CRA, shall not be used by the Contractor on any CRA-owned Properties.
- f. Non-Performance and/or Unsatisfactory Work:
The Contractor will be notified of the unsatisfactory work, at which time the Contractor will have three (3) calendar days from the time of notice to correct and complete the Work, unless classified an “Emergency”, in which case the Contractor has one (1) calendar day, excluding Sundays and Federal holidays, from the time of notice to correct and complete the Work. If the Contractor fails to properly complete the Work to the satisfaction of the CRA by the specified time, the CRA reserves the right to secure

another vendor to complete the Work, the cost of which shall be borne by the Contractor.

In the event the Contractor fails to satisfactorily perform the required Work for any part of the Properties covered under the Contract and/or fails to correct unsatisfactory Work for any part of the Properties covered under the Contract after being notified by the CRA, no payment will be made for incomplete, improper, incorrect, unsatisfactory, or defective Work, as deemed by the CRA.

g. Breakage and/or Damage:

The Contractor shall be responsible for all breakage and damage to property (real and personal), as well as damage or death to the covered plant material, that may occur as a result of the fault or negligence on the part of the Contractor, its partners, officers, agents, employees, contractors, subcontractors, or anyone acting under its direction and control in the performance of the Work herein specified. All repairs, including the replacement of damaged or dead plant material, for which the Contractor is held liable shall be made by the Contractor, unless the CRA determines that it is more appropriate for the CRA to make the repairs. In such a case, the CRA shall make the repairs at the Contractor's expense. All repairs for which the Contractor is liable, and which are not undertaken and completed within two (2) calendar days (48 hours) after the CRA has given the Contractor written notice to do so, shall be performed by the CRA at the Contractor's expense. In such an event, the cost of the repairs, plus a ten percent (10%) administrative charge, shall be deducted from the Contractor's Monthly Invoice to the CRA.

Repeated acts of breakage and/or damage may result in the termination of the Contract, at the sole discretion of the CRA.

Also, See Section 2, Paragraph 33, PRESERVATION OF PROPERTY.

3. LANDSCAPE MAINTENANCE SERVICES

The Contractor shall furnish materials, labor, equipment, tools, machinery, apparatus, vehicles, means of transportation (including freight costs) insurance, supplies, goods, permits, and additional fees (if any) necessary to perform the landscape maintenance services for all Properties owned and managed by the CRA, as stated in Exhibit A, in accordance with the terms, conditions, and specifications contained in this ITB.

a. Landscape Maintenance Schedule:

i. **Level 1 Properties: Non-Vacant/ Improved Properties**

- Each Non-Vacant Lot shall be maintained one (1) time every seven (7) calendar days regardless of season.

ii. **Level 2 Properties: Vacant/ Unimproved Properties**

- Each Vacant Lot shall be maintained one (1) time every fourteen (14) calendar days regardless of season.

iii. All Properties are further described in Exhibit A.

- b. Working Hours: ALL PROPERTY LEVELS
- i. 8:00 a.m. to 5:00 p.m. local time, Monday through Friday.
 - ii. 8:00 a.m. to 5:00 p.m. local time, Saturday, only if requested and previously approved by the CRA.
 - iii. No Work shall be performed on Sundays, or legal holidays.
 - iv. The CRA reserves the right to require the Contractor to perform certain work elements within specific windows of time.
 - v. Special attention will be given to specified Properties prior to legal holidays & special events by the Contractor, as directed by the CRA, to ensure that the Properties are at their best during these times. The Contractor will check area two days prior to holidays and special events and verify that maintenance has been properly performed.
 - vi. A property or properties may not require landscape maintenance services due to a special event, temporary use, etc. In those situations, at the direction of the CRA, the Contractor shall not provide landscape services to that property(ies) and the CRA shall receive a credit for that property(ies) applied to the monthly invoice. Such a reduction in services and work will be deemed temporary in nature such that the Scope of Work is intended to return to previous levels and will not invalidate the Contract.
- c. Clean-up and Waste Removal: ALL PROPERTY LEVELS
1. Prior to performing any Work, the Contractor shall survey and walk the grounds of the Property and pick up, bag, and remove all waste material, trash, and debris such as paper, cans, bottles, fallen palm fronds, etc. from turf and within landscaped beds.
Bags shall be hauled away by the Contractor and shall not be left on the property or on the curb.
 2. Upon completion of each day's Work and prior to leaving the Property after performing the scheduled landscape maintenance, the Contractor shall remove waste materials, trash, debris, grass clippings, trimmings, mulch, etc. and dirt from all sidewalks, curbs, gutters, parking areas, and roadways. All debris shall be picked up, bagged, hauled away, and disposed of offsite by the Contractor and shall not be left on the Property or on the curb.
 3. The Contractor shall thoroughly clean up all areas where Work has been performed and leave all areas in a neat condition. A properly cleaned area shall be free from grass clippings, trimmings, and any other waste material, trash and debris.
 4. No items may be stored on the CRA-owned properties and no items may be placed on the curb or nearby areas for pick up. The Contractor shall dispose of all chemical containers off of CRA-owned property as provided by Federal, State of Florida, Palm Beach County, and City of Delray Beach regulations.
- d. Mowing – ALL PROPERTY LEVELS
1. All mowing shall be accomplished on the same day on which the Work is begun on the Property. Should unforeseen circumstances arise which cause the Contractor to be unable to complete all mowing on the day it was begun, the Contractor shall

complete the Work the next day. If the next day is a weekend, the Contractor shall notify the CRA. Improper scheduling or lack of personnel shall not be deemed an unforeseen circumstance.

2. Mowing Height: local turf grasses shall be mowed to the optimal height for the species of grass.
 3. Mowing shall be even, without scalping or bouncing.
 4. Where an uneven or sloped finished grade is present on the Property, the Contractor is to mow the area to prevent scalping the lawn surface.
 5. DO NOT MOW closer than 12 inches from any vertical structures (buildings, fence, sign, light fixtures, fire hydrant, telephone pole, tree, etc.)
 6. If the Contractor utilizes a ride-on mower, the Contractor shall not use excessive speed while operating such equipment.
 7. As CRA-owned properties remain accessible to pedestrians, notwithstanding where there shall be no trespassing and loitering, while the Contractor performs the landscaping services, the Contractor shall ensure that appropriate safety measures are in place.
- e. Trimming – ALL PROPERTY LEVELS
1. All grass closer than 12 inches from any vertical obstruction must be trimmed with a string trimmer, or similar handheld trimmer or other equipment.
 2. Properly trimmed areas shall have a uniform height and appearance with the surrounding mown area and should not be discernible from the mown area.
 3. Grass shall be trimmed against all vertical structures, including, but not limited to, all valve boxes, signposts, fencing and fence posts, trees, walls, light poles, fire hydrants, etc.
 4. The Contractor shall exercise care to ensure that string trimmers, or any other equipment used to trim grass, do not damage any property. Any damage to hardscape elements including, but not limited to, light poles, sidewalks, trash cans, benches, etc. caused by trimming equipment will be Contractor's responsibility to repair or replace.
 5. As CRA-owned properties remain accessible to pedestrians, notwithstanding where there shall be no trespassing and loitering, while the Contractor performs the landscaping services, the Contractor shall ensure that appropriate safety measures are in place.
- f. Edging – ALL PROPERTY LEVELS
1. All sidewalks, curbs, and plant bed edges shall be edged with a vertical blade edger, or similar equipment.
 2. Properly edged areas shall have no overgrowth and a uniform appearance.
 3. When edging plant beds, the established bed line shall be used to avoid excessive removal of existing grass areas.
 4. Chemicals shall not be used for edging along sidewalks, curbs, and/or plant beds.
 5. As CRA-owned properties remain accessible to pedestrians, notwithstanding where there shall be no trespassing and loitering, while the Contractor performs the landscaping services, the Contractor shall ensure that appropriate safety measures are in place.

- g. **Blowing, Raking, and/or Sweeping – ALL PROPERTY LEVELS**
1. All hardscape surfaces shall be blown, raked, and/or swept free of grass clippings, waste materials, leaves, dirt, debris, etc. after every mowing, trimming, edging.
 2. Grass clippings, waste materials, leaves, dirt, debris, etc. shall not be blown raked, and/or swept into plant beds, streets, stormwater systems/drains, retention ponds, neighboring properties, etc. All grass clippings, waste materials, leaves, dirt, debris, etc. shall be collected, bagged, and removed from the CRA-owned property. SEE Clean-up and Waste Removal: ALL PROPERTY LEVELS
- h. **Weed Eradication – LEVEL I PROPERTIES**
1. The Contractor shall be responsible for keeping all Level I Properties free of weeds at all times.
 2. Weeds shall be removed from all landscaping beds, tree wells, turf, ground cover, sidewalks, cracks, curbing, paver brick areas, and pavement joints.
 3. Hand pulling /manual removal is the preferred method of post emergent weed control.
 4. The Contractor can remove weeds through the use of Glyphosate to kill the tops and roots. The weeds should then be removed within 1-7 days of spraying during the growing season and within 7-14 days of spraying during the dormant season
 5. Properly weeded areas shall be totally free of weeds.
 6. Tree wells shall be maintained free of grass clippings, weeds, turf growth.
 7. Chemical weed control is only to be performed by a Permitted Florida Commercial Pesticide Applicator and shall be in compliance with all Federal, State, and local laws.
 8. Failed spray applications must be followed by reapplication.
 9. The Contractor shall place appropriate warning signs in all public areas sprayed. The Contractor shall remove all warning signs within 24 hours after the end of the prescribed re-entry interval.
 10. The Contractor will be required to turn in all spray reports and records with the Monthly Invoice if used during the month. Records must be kept and retained as prescribed by law for the use of pesticides in all operations stating dates, times, methods of applications, chemical formulations, applicator's names and weather conditions.
 11. All spraying shall be done with extreme care so as to avoid any hazard to any person or pet in the immediate areas or any property damage. There shall be no run-off of chemicals into adjacent roadways, gutters, planting areas or other hard surfaces. Any soil, sod or plants contaminated by misuse of chemicals on the Properties will be removed and replaced at cost to the Contractor.
 12. Level II Properties: Weeds will be maintained through mowing, trimming, edging.
- h. **Disease/Insect Control: - ALL PROPERTY LEVELS**
1. It is the responsibility of the Contractor to survey all grass areas, shrubs, plants, plant beds, and trees for disease or insect infestation.
 2. If disease or an insect infestation is present, the Contractor shall provide written notification to the CRA and a recommended course of action. If requested by the CRA, the Contractor may submit a proposal to provide the additional services. The CRA, at its sole discretion, will determine if the price quotes are fair and reasonable, and the Contractor may perform the additional work by way of a formal

modification/amendment of the Contract executed by both parties. The CRA may obtain price quotes for similar services from other vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or at the CRA's sole discretion, for other reasons determined to be in the best interest of the CRA.

i. Mulch – LEVEL I PROPERTIES

1. New mulch will match existing mulch so that the new mulch is similar in appearance.
2. Mulch shall be uniform in color and appearance, and free of leaves, sticks, etc.
3. All mulch beds, including tree wells, shall be replenished per schedule to maintain a minimum 3-inch depth.
4. All mulch beds will be cleaned of weeds, trash, debris, litter, etc. prior to putting down new mulch.
5. A granular pre-emergent herbicide shall be applied to all landscape beds prior to the application of mulch.
6. When the buildup of old decomposing mulch becomes a problem, the Contractor is to remove and replace the old mulch at the CRA's discretion.
7. If mulching is performed, the number of bags of mulch used on each Property will be included in the submitted Monthly Invoice.
8. Mulch Schedule:
 - a. Level 1 Properties: Non-Vacant Lots shall be mulched four (4) times per year.
 - i. January
 - ii. April
 - iii. July
 - iv. October

j. Fertilization – LEVEL I PROPERTIES

1. It is the responsibility of the Contractor to survey all grass areas, shrubs, plants, plant beds, and trees for fertilization needs.
2. If fertilization is needed, the Contractor shall provide written notification to the CRA and a recommended course of action. If requested by the CRA, the Contractor may submit a proposal to provide the additional services. The CRA, at its sole discretion, will determine if the price quotes are fair and reasonable, and the Contractor may perform the additional work by way of a formal modification/amendment of the Contract executed by both parties. The CRA may obtain price quotes for similar services from other vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or at the CRA's sole discretion, for other reasons determined to be in the best interest of the CRA.

k. Irrigation System – ALL PROPERTY LEVELS

1. The Contractor shall be responsible for checking all sprinklers in the Properties to make sure heads are recessed in closed position at grade.
2. The Contractor will be responsible for sprinklers they damage during performance of landscape maintenance services.
3. If the Contractor notices an issue with the sprinklers prior to starting Work on the Property, the Contractor shall provide written notification to the CRA and a recommended course of action. If requested by the CRA, the Contractor may submit

a proposal to provide the additional services. The CRA, at its sole discretion, will determine if the price quotes are fair and reasonable, and the Contractor may perform the additional work by way of a formal modification/amendment of the Contract executed by both parties. The CRA may obtain price quotes for similar services from other vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or at the CRA's sole discretion, for other reasons determined to be in the best interest of the CRA.

- I. Shrub Pruning – LEVEL I PROPERTIES
 1. Shrubs shall be pruned weekly only as needed to remove branches which are dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls (unless they are intended to climb the wall, such as climbing vines).
 2. Pruning cuts shall be accomplished leaving no stub cuts, flush cuts, rips and tears, or straight cuts. Cuts shall be made back to a node or point of origin. All plant material removed during the pruning operation shall be cut off cleanly.
 3. Hedges shall be regularly pruned to maintain a uniform height and width. Except as noted previously, allow the shrubs to grow un-pruned to their natural sizes.
 4. Shrubs uniformly planted in rows, where it is clear the intent was to create a hedge, shall be pruned so as to encourage a hedge. Shrubs in hedges shall be encouraged through pruning to form a dense, continuous hedge, branching fully to the ground. All other shrubs shall be pruned only as required for safety, visibility, and plant health, and allowed to develop into the natural shapes expected of the plant variety. Do not shear shrubs into topiary (shapes) unless specifically instructed.
 5. When pruning shrubs known or suspected to be diseased, the cutting blades shall be sterilized after each cut.

- m. Tree and Palm Pruning – ALL PROPERTY LEVELS (For Level II Properties, service would be performed where applicable and as needed.)
 1. Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches or fronds, and as required below.
 2. Tree and Palm pruning shall only be performed by an I.S.A. Certified Arborist. Prune in accordance with generally accepted standards for proper pruning – ANSI A 300.
 3. Pruning cuts shall be accomplished leaving no stub cuts, flush cuts, rips and tears, or straight cuts. Cuts shall be made back to a node or point of origin. All plant material removed during the pruning operation shall be cut off cleanly.
 4. Prune trees to remove any low hanging branches that pose a conflict with vehicular or pedestrian use areas.
 5. All sucker growth from trunk and base of trees shall be removed as required to maintain a clean appearance.
 6. Do not treat cut surfaces with commercial tree paint.
 7. Palms: Frond boots are to be removed consistent with previous pruning cuts to ensure uniformity in appearance. Unless specifically authorized by the CRA, removals shall not exceed 9:00 a.m. to 3:00 p.m.
 8. Discard all tree and palm trimmings off-site using a legal method.
 9. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When

- pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut.
10. Some selective pruning of naturalized/native plants which interfere with vehicular or pedestrian use areas or fences will be required on an as-needed basis. Pruning of naturalized/native plants shall be done in a way that leaves the natural shape and character of the plant intact as much as possible in all instances.
 11. Trees and/or palms located on City or State owned right of ways shall not be included as part of the required Work.
- n. Palmetto Pruning – ALL PROPERTY LEVELS (For Level II Properties, service would be performed where applicable and as needed.)
1. Prune only to remove dead, diseased, broken, dangerous, or crossing branches or fronds, and as required below.
 2. Prune in accordance with generally accepted standards for proper pruning – ANSI A300.
 3. Pruning cuts shall be accomplished leaving no stub cuts, flush cuts, rips and tears, or straight cuts. Cuts shall be made back to a node or point of origin. All plant material removed during the pruning operation shall be cut off cleanly.
 4. Prune to remove any conflict with vehicular or pedestrian use areas on a weekly basis.
 5. Discard all trimmings off-site using a legal method.
 6. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut.
- o. Vine Control: ALL PROPERTY LEVELS (For Level II Properties, service would be performed where applicable and as needed.)
1. Trees, palms and other plant material shall be kept free of vine growth at all times.
 2. Light poles, power poles, signs and other such fixtures shall be kept free of vine growth at all times.
 3. Manual removal is the preferred method of vine control.
 4. Chemical applications may be used to kill vines in and around all trees, palms, other plants, light poles, power poles, signs and other fixtures.
 5. Chemical vine control is only to be performed by a Permitted Florida Commercial
 6. Pesticide Applicator and shall be in compliance with all Federal, State, and local laws. Chemicals shall be applied in such a way as to limit drift.
 7. The Contractor shall place appropriate warning signs in all public areas sprayed. The Contractor shall remove all warning signs within 24 hours after the end of the prescribed re-entry interval.
 8. The Contractor will be required to turn in all spray reports and records with the Monthly Invoice if used during the month. Records must be kept and retained as prescribed by law for the use of pesticides in all operations stating dates, times, methods of applications, chemical formulations, applicator's names and weather conditions.
 9. All spraying shall be done with extreme care so as to avoid any hazard to any person or pet in the immediate areas or any property damage. There shall be no run-off of chemicals into adjacent roadways, gutters, planting areas or other hard

surfaces. Any soil, sod or plants contaminated by misuse of chemicals on the Properties will be removed and replaced at cost to the Contractor.

END OF SECTION 3

SECTION 4: MINIMUM QUALIFICATIONS

Along with information requested elsewhere in this ITB, Bidders shall submit information and documentation requested in this Section that confirms it meets the minimum qualifications. Bidders will be required to demonstrate, as a condition precedent to award, that the Bidder is capable of performing all of the terms of the Contract by meeting the Minimum Qualifications.

Minimum Qualifications shall not be subcontracted as a means to satisfy the requirements.

The Minimum Qualifications for all Bidders shall be as follows:

1. Landscape Maintenance SHALL be the primary business of the Bidder.
 - Bidder shall provide a short narrative which shall include a general introduction statement, a brief overview of the entity, services it provides, and experience, and why the Bidder is the most qualified for this Project.
2. Bidder must have been in business under its current business name for a minimum of five (5) years prior to the Bid Submission Due Date and Time.
 - Bidder shall provide supporting documentation (e.g., state, county, city business license; occupational license) that confirms Bidder meets this qualification.
3. Provide proof that Bidder is currently registered with the State of Florida, Division of Corporations to do business in Florida, (www.sunbiz.org)
4. Provide proof that Bidder has a City of Delray Beach Business Tax Receipt.
 - Note: If Bidder does not have a City of Delray Beach Business Tax Receipt at the time of Bid Submission, Awarded Bidder will be required to obtain a City of Delray Beach Business Tax Receipt prior to finalization of the Contract.
5. Bidder has no reported conflict of interests in relation to this ITB. No additional documentation is required. The CRA will verify from Bidder's Conflict of Interest Disclosure Form.
6. Bidder shall have experience providing landscape maintenance services and a proven record of successfully performing landscaping services for properties of similar size, scale, number, complexity within the past five (5) years, preferably a record of servicing properties owned by a public entity.
 - Bidder must provide at least three (3) Reference Forms to prove the required experience and indicate: a) Bidder's role and responsibilities; b) client's name and address including a contact person, email address, and phone number for reference verification; c) description of the services provided and work completed; d) total dollar value of the contract; e) contract duration; f) Bidder's key employees managing, overseeing, and performing the Work and whether those key employees will be involved with the Work as it relates to the CRA.

7. Bidder is NOT listed on the Florida Department of Management Services, Convicted Vendor List as defined in Florida Statute Section 287.133(3)(d). No documentation from Bidder is required. The CRA will verify the status.
8. Bidder Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies. Provide an executed copy of the Scrutinized Company Certification form included in this RFP. The CRA will verify status.
9. Bidder shall provide a detailed disclosure of any prior or pending bankruptcies and legal and/or administrative actions which occurred during the past five (5) years for the Bidder with the Bid including case style, case number, where case was filed, nature of the case, and case disposition status.
10. Bidders must submit evidence of their financial and organizational capacity to commence and complete the Work associated with this ITB. Such evidence may include an organizational chart and account statements, a loan commitment letter, or other documentation clearly supporting the Bidder's financial capacity to commence and perform the Work and all necessary responsibilities as stated within this ITB.
11. Bidder shall provide the names, roles, responsibilities, and experience of all subcontractors to be used.
12. Bidders must provide all applicable licenses and certifications, including those of subcontractors, needed to perform the Work as required by the ITB, including but not limited to:
 - i. Pesticide Applicator
 - ii. Arborist
 - iii. Irrigation Repair

END OF SECTION 4

SECTION 5: BID FORMS AND AFFIDAVITS

BID FORMS AND AFFIDAVITS

The forms listed below shall be completed by an authorized agent of the Bidder having legal authorization to contractually bind the Bidder's company or firm. Each signature/acknowledgement represents a binding commitment upon the Bidder to provide the goods and/or services offered to the CRA if the Bidder is awarded the Contract.

1. Bid Submittal Page
2. Solicitation Summary Form
3. Acknowledgement of Addenda
4. Bid Submittal Signature Page
5. Bid Pricing Form (Schedule of Values)
6. Conflict of Interest Disclosure Form
7. Scrutinized Companies Certification Pursuant to Florida Statutes § 287.135
8. Notification of Public Entity Crimes Law
9. Notification of Public Records Law
10. Drug-Free Workplace
11. Non-Collusion Affidavit

BID SUBMITTAL PAGE

This Bid Submittal Page and all following pages shall be included in the original Bid package.

Please also include any additional information or documentation as required by this ITB.

INSTRUCTIONS

Sealed Bids must be received by the CRA on or before the Bid Submission Due Date and Time via hard copy at the CRA Office, located at 20 N. Swinton Avenue, Delray Beach, Florida 33444. Normal business hours are 8:00 AM EST to 5:00 PM EST, Monday through Friday, except holidays. All Bids will be publicly opened at the CRA Office immediately after the Bid Submission Due Date and Time unless otherwise specified.

Each Bid submitted to the CRA shall have the following information clearly marked on the face of the package: Bidder's name, return address, ITB number, Bid Submission Due Date, and the title of the Bid. Included in the package shall be one (1) hard copy clearly identified as the "Original" that include signed originals of all required forms, and one (1) electronic version of the Bid on a Universal Serial Bus (USB) drive in legible and searchable PDF format. If any of the required forms are not included in the Bid and/or are not signed or if any of the required information is not included in the Bid, the CRA may deem the Bid non-responsive. Bids deemed non-responsive are not evaluated or considered by the CRA.

ITB CRA No.: **2023-02**

Title: **Landscape Maintenance Services**

Due Date and Time: **June 1, 2023 @ 2:00 PM EST**

Name of Bidder

SOLICITATION SUMMARY FORM

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the **PUBLIC OPENING** for this Bid 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 CRA determines that the information contained in your Bid is different from the information on this Solicitation Summary Form, the CRA 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 CRA No. 2023-02

Title: Landscape Maintenance Services

Due Date and Time: June 1, 2023 @ 2:00PM EST

Name of Bidder: _____

Address: _____

Bid Amount (Annual): \$ _____

Written Bid Amount (Annual): _____

Bid Amount (Monthly) \$ _____

Written Bid Amount (Monthly) _____

Authorized Agent Name and Title: _____

Authorized Agent Signature: _____

Date: _____

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

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

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES, AND SIGN

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Name of Bidder

Authorized Agent Signature

Name and Title of Authorized Agent (Print or Type)

Date

BID SUBMITTAL SIGNATURE PAGE

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

Name of Bidder:

Street Address:

Mailing Address (if different than Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Bidder recognizes the Prompt Payment Terms as stated in the ITB documents: YES ___ NO ___

Signature: _____

(Signature of Authorized Agent)

Authorized Agent Name: _____

Title: _____

By signing this document, the Bidder agrees to all Terms and Conditions of this Bid 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 90 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 BID SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY 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.

BID PRICING FORM

1. PRICE

Bidder shall indicate the firm and fixed price offered to the Delray Beach Community Redevelopment Agency for the work described in this Bid Solicitation.

2. SCHEDULE OF VALUES

Bidder shall submit a Schedule of Values supporting the Bid Price using the Property List provided in Exhibit A.

The Schedule of Values shall include the price per Property to perform the necessary landscape maintenance services, as required by the ITB.

BID PRICE:

\$

DOLLAR AMOUNT (ANNUAL FOR ALL PROPERTIES)

WRITTEN DOLLAR AMOUNT (ANNUAL FOR ALL PROPERTIES)

\$

DOLLAR AMOUNT (MONTHLY FOR ALL PROPERTIES)

WRITTEN DOLLAR AMOUNT (MONTHLY FOR ALL PROPERTIES)

NOTE:

Where there is a discrepancy between the dollar amount and the written dollar amount, the dollar amount will prevail.

Where there is a discrepancy between the annual dollar amount and the monthly dollar amount, the monthly dollar amount will prevail.

Bidder Name

Authorized Agent Signature

Date

Authorized Agent Printed Name and Title

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of Delray Beach Community Redevelopment Agency (“CRA”).

Furthermore, all Bidders must disclose the name of any CRA employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder’s firm or any of its branches.

The purpose of this disclosure form is to give the CRA the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term “conflict of interest” refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any CRA duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Bidder Name

Authorized Agent Signature

Authorized Agent Name and Title (Print or Type)

Date

**SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO
FLORIDA STATUTES § 287.135**

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____ does not:
Company Name

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

Submitting a false certification shall be deemed a material breach of contract. The Delray Beach Community Redevelopment Agency (“DBCRA”) shall provide notice, in writing, to the Contractor of the DBCRA’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the DBCRA’s determination of false certification was made in error then the DBCRA shall have the right to terminate the contract and seek civil remedies pursuant to *Florida Statutes* § 287.135.

Section 287.135, *Florida Statutes*, prohibits the DBCRA from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

the DBCRA if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

BIDDER/ COMPANY NAME

AUTHORIZED AGENT SIGNATURE

PRINT NAME

TITLE

Must be executed and returned with the Bid to be considered.

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged by:

Bidder Name

Authorized Agent Signature

Authorized Name and Title (Print or Type)

Date

PUBLIC RECORDS LAW

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

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

IF THE AWARDED BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED BIDDER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, KIM PHAN, ESQ., AT THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, 20 N. SWINTON AVE., DELRAY BEACH FLORIDA AND MAY BE CONTACTED BY PHONE AT 561-276-8640 OR VIA EMAIL AT KIMP@MYDELRAYBEACH.COM.

Acknowledged by:

Bidder Name

Authorized Agent Signature

Authorized Agent Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

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

Acknowledged by:

Bidder/ Company Name

Authorized Agent Signature

Authorized Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

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

ITB CRA No.: _____ Title: _____

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

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

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the CRA or any person interested in the proposed contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

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

SEAL

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

SECTION 6: EXHIBITS

- Exhibit A: Property List
- Exhibit B: Property Map and Level I Properties
- Exhibit C: Reference Form

**EXHIBIT A:
PROPERTY LIST**

Bidders are encouraged to visit the Properties in their own time.

The Property List and information provided is the most up to date information as it relates to CRA-owned Properties that require Landscape Maintenance Services as of the Issue Date of the ITB.

Bidders shall use the Property List for the required Schedule of Values, as stated on the Bid Pricing Form.

**DELRAY BEACH CRA PROPERTY LIST
(Schedule of Values)**

PROPERTY ADDRESS	DESCRIPTION	PARCEL CONTROL NUMBER	SERVICES NEEDED	MONTHLY PRICE	ANNUAL PRICE
LEVEL I PROPERTIES : NON-VACANT / IMPROVED PROPERTIES					
313 NE 3rd Street	Arts Warehouse	12-43-46-16-01-089-0380	ALL - as stated in Section 3 of the ITB.		
362 NE 3rd Ave	Public Parking Lot	12-43-46-16-01-081-0230	ALL - as stated in Section 3 of the ITB.		
182 & 186 NW 5TH AVE	Commercial Buildings	12-43-46-17-50-000-0010	ALL - as stated in Section 3 of the ITB.		
700 W ATLANTIC AVE *Note: this building will be demolished by December 2023. After demolition, this Property will become a Level II Property - Vacant/Unimproved Property and the services required and Contract will be adjusted accordingly at that time.	Commercial Building	12-43-46-17-02-005-0010	ALL - as stated in Section 3 of the ITB.		
40 SW 9TH AVE (REV JWH THOMAS PARK)	Public Parking Lot	12-43-46-17-35-001-0220	ALL - as stated in Section 3 of the ITB.		
39 SW 10TH AVE (REV JWH THOMAS PARK)	Public Parking Lot	12-43-46-17-35-001-0130	ALL - as stated in Section 3 of the ITB.		
46 SW 9TH AVE (REV JWH THOMAS PARK)	Park	12-43-46-17-35-001-0230	ALL - as stated in Section 3 of the ITB.		
32 SW 4TH AVE	Public Parking Lot	12-43-46-17-06-029-0180	ALL - as stated in Section 3 of the ITB.		
57 SW 5TH AVE	Public Parking Lot	12-43-46-17-06-029-0370	ALL - as stated in Section 3 of the ITB.		
77 NW 5th Ave – Parking Lot on NW 5th Ave Only (Part of Mount Olive Baptist Church, Listed as 40 NW 4th Ave)	Public Parking Lot	12-43-46-17-53-000-0010	ALL - as stated in Section 3 of the ITB.		
135 NW 5TH AVE - West Settlers Building	Commercial Building	12-43-46-17-65-001-0010 12-43-46-17-65-001-0020	ALL - as stated in Section 3 of the ITB.		
215 SE 2ND AVE	Public Parking Lot	12-43-46-16-04-087-0060	ALL - as stated in Section 3 of the ITB.		
98 NW 5TH AVE	Commercial Building	12-43-46-16-01-020-0110	ALL - as stated in Section 3 of the ITB.		
LEVEL II PROPERTIES: VACANT/ UNIMPROVED LAND					
PROPERTY ADDRESS	DESCRIPTION	PARCEL CONTROL NUMBER	SERVICES NEEDED	MONTHLY PRICE	ANNUAL PRICE
34 NW 6TH AVE		12-43-46-17-01-012-0190	As stated in Section 3 of the ITB.		
606 W ATLANTIC AVE		12-43-46-16-01-013-0090	As stated in Section 3 of the ITB.		
640 W ATLANTIC AVE		12-43-46-16-01-013-0220	As stated in Section 3 of the ITB.		
700 W ATLANTIC AVE (West of NW 8th Ave)		12-43-46-17-34-000-0010	As stated in Section 3 of the ITB.		
805 W ATLANTIC AVE		12-43-46-17-22-001-0090	As stated in Section 3 of the ITB.		
W ATLANTIC AVE - (800 Block West Atlantic Ave; Lot west of 805 W Atlantic Ave)		12-43-46-17-22-001-0101	As stated in Section 3 of the ITB.		
909 W ATLANTIC AVE		12-43-46-17-42-010-0030	As stated in Section 3 of the ITB.		
SW 6TH AVE (Lot between 26 & 36 SW 6th Ave)		12-43-46-16-01-013-0160	As stated in Section 3 of the ITB.		
9 NW 7TH AVE		12-43-46-16-01-012-0090	As stated in Section 3 of the ITB.		
27 NW 7TH AVE		12-43-46-17-01-012-0250	As stated in Section 3 of the ITB.		
31 NW 7TH AVE		12-43-46-17-01-012-0240	As stated in Section 3 of the ITB.		

11 SW 7TH AVE		12-43-46-16-01-013-0010	As stated in Section 3 of the ITB.		
12 SW 7TH AVE		12-43-46-17-02-005-0210	As stated in Section 3 of the ITB.		
13 SW 7TH AVE		12-43-46-16-01-013-0020	As stated in Section 3 of the ITB.		
14 SW 7TH AVE		12-43-46-17-02-005-0220	As stated in Section 3 of the ITB.		
16 SW 7TH AVE		12-43-46-17-02-005-0230	As stated in Section 3 of the ITB.		
18 SW 7TH AVE		12-43-46-17-02-005-0240	As stated in Section 3 of the ITB.		
21 SW 7TH AVE		12-43-46-16-01-013-0030	As stated in Section 3 of the ITB.		
25 SW 7TH AVE		12-43-46-16-01-013-0230	As stated in Section 3 of the ITB.		
29 SW 7TH AVE		12-43-46-16-01-013-0040	As stated in Section 3 of the ITB.		
37 SW 7TH AVE		12-43-46-16-01-013-0060	As stated in Section 3 of the ITB.		
31 SW 7TH AVE		12-43-46-16-01-013-0050	As stated in Section 3 of the ITB.		
16 NW 8TH AVE		12-43-46-17-22-001-0070	As stated in Section 3 of the ITB.		
NW 8TH AVE (west of 20 NW 8th Ave)		12-43-46-17-22-001-0030	As stated in Section 3 of the ITB.		
NW 8TH AVE		12-43-46-17-22-001-0080	As stated in Section 3 of the ITB.		
8TH AVE S (west of 20 NW 8th Ave)		12-43-46-17-22-001-0060	As stated in Section 3 of the ITB.		
20 NW 8TH AVE		12-43-46-17-22-001-0040	As stated in Section 3 of the ITB.		
13 SW 8TH AVE		12-43-46-17-02-005-0120	As stated in Section 3 of the ITB.		
19 SW 8TH AVE		12-43-46-17-02-005-0150	As stated in Section 3 of the ITB.		
20 SW 8TH AVE		12-43-46-17-42-009-0020	As stated in Section 3 of the ITB.		
35 SW 8TH AVE		12-43-46-17-02-005-0170	As stated in Section 3 of the ITB.		
26 NW 8TH AVE		12-43-46-17-26-004-0190	As stated in Section 3 of the ITB.		
34 NW 8TH AVE		12-43-46-17-26-004-0210	As stated in Section 3 of the ITB.		
38 NW 8TH AVE		12-43-46-17-26-004-0220	As stated in Section 3 of the ITB.		
NW 9TH AVE - (North of 23 NW 9th Ave)		12-43-46-17-22-002-0010	As stated in Section 3 of the ITB.		
23 NW 9TH AVE		12-43-46-17-22-002-0040	As stated in Section 3 of the ITB.		
NW 9TH AVE - (South of 23 NW 9th Ave)		12-43-46-17-22-002-0050	As stated in Section 3 of the ITB.		
15 NW 9TH AVE		12-43-46-17-22-002-0080	As stated in Section 3 of the ITB.		
W ATLANTIC AVE & NW 9th Ave Lot (South of 15 NW 9th Ave)		12-43-46-17-22-002-0090	As stated in Section 3 of the ITB.		
23 SW 9TH AVE		12-43-46-17-35-002-0010	As stated in Section 3 of the ITB.		
NW 10th Ave		12-43-46-17-17-002-0090	As stated in Section 3 of the ITB.		
Lot north of PCN 12-43-46-17-17-002-0090		12-43-46-17-17-002-0100	As stated in Section 3 of the ITB.		
16 SW 10TH AVE		12-43-46-17-23-008-0210	As stated in Section 3 of the ITB.		
19 SW 10TH AVE		12-43-46-17-35-001-0080	As stated in Section 3 of the ITB.		
23 SW 10TH AVE		12-43-46-17-35-001-0090	As stated in Section 3 of the ITB.		

27 SW 10TH AVE		12-43-46-17-35-001-0100	As stated in Section 3 of the ITB.		
31 SW 10TH AVE		12-43-46-17-35-001-0110	As stated in Section 3 of the ITB.		
35 SW 10TH AVE		12-43-46-17-35-001-0120	As stated in Section 3 of the ITB.		
23 SW 11TH AVE		12-43-46-17-23-008-0140	As stated in Section 3 of the ITB.		
14 SW 12TH AVE		12-43-46-17-18-002-0210	As stated in Section 3 of the ITB.		
15 SW 12TH AVE		12-43-46-17-23-005-0130	As stated in Section 3 of the ITB.		
18 SW 12TH AVE		12-43-46-17-18-002-0220	As stated in Section 3 of the ITB.		
27 SW 12TH AVE		12-43-46-17-23-005-0160	As stated in Section 3 of the ITB.		
SW 8th Ave		12-43-46-17-42-009-0070	As stated in Section 3 of the ITB.		
238 SW 14TH AVE		12-43-46-17-19-003-0101	As stated in Section 3 of the ITB.		
23 NW 10TH AVE		12-43-46-17-42-010-0020	As stated in Section 3 of the ITB.		
26 SW 6TH AVE		12-43-46-16-01-013-0140	As stated in Section 3 of the ITB.		
28 SW 8TH AVE		12-43-46-17-35-002-0110	As stated in Section 3 of the ITB.		
27 NW 10TH AVE		12-43-46-17-26-003-0060	As stated in Section 3 of the ITB.		
W ATLANTIC AVE		12-43-46-17-17-002-0020	As stated in Section 3 of the ITB.		
618 NW 1ST ST		12-43-46-17-01-012-0220	As stated in Section 3 of the ITB.		
29 SW 6TH AVE		12-43-46-16-01-021-0030	As stated in Section 3 of the ITB.		
46 SW 8TH AVE		12-43-46-17-42-009-0030	As stated in Section 3 of the ITB.		
19 NW 10TH AVE		12-43-46-17-42-010-0010	As stated in Section 3 of the ITB.		
Alley Between SW 6th & 7th Ave		12-43-46-16-01-013-0240	As stated in Section 3 of the ITB.		
260 NW 9TH AVE		12-43-46-17-25-001-0320	As stated in Section 3 of the ITB.		
W ATLANTIC AVE and NW 9th Ave		12-43-46-17-22-002-0100	As stated in Section 3 of the ITB.		
W ATLANTIC AVE - Between NW 8th and NW 9th Ave		12-43-46-17-35-002-0100	As stated in Section 3 of the ITB.		
W ATLANTIC AVE- Between NW 8th and NW 9th Ave		12-43-46-17-22-002-0130	As stated in Section 3 of the ITB.		
W ATLANTIC AVE		12-43-46-17-22-0020-0140	As stated in Section 3 of the ITB.		
W ATLANTIC AVE and SW 9th Ave.		12-43-46-17-42-009-0080	As stated in Section 3 of the ITB.		
15 NW 11TH AVE		12-43-46-17-17-002-0320	As stated in Section 3 of the ITB.		
51 NW 9TH AVE		12-43-46-17-26-004-0010	As stated in Section 3 of the ITB.		
W ATLANTIC AVE and NW 11TH AVE		12-43-46-17-16-006-0060	As stated in Section 3 of the ITB.		
W ATLANTIC AVE and NW 11TH AVE		12-43-46-17-17-002-0060	As stated in Section 3 of the ITB.		
704 SW 4TH ST (fenced) & lot across street		12-43-46-20-01-001-0240	As stated in Section 3 of the ITB.		
W ATLANTIC AVE - East of NW 5th Ave		12-43-46-17-22-002-0130	As stated in Section 3 of the ITB.		
622 NW 1st Street		12-43-46-17-01-012-0230	As stated in Section 3 of the ITB.		
23 NW 7th Avenue		12-43-46-17-01-012-0260	As stated in Section 3 of the ITB.		

Lot South of 23 NW 7th Avenue		12-43-46-16-01-012-0010	As stated in Section 3 of the ITB.		
250 NW 8th Avenue		12-43-46-17-25-002-0300 12-43-46-17-25-002-0010	As stated in Section 3 of the ITB.		
256 NW 8th Avenue		12-43-46-17-25-002-0310	As stated in Section 3 of the ITB.		
NOTE: Properties that do not require landscape services at this time, but will be added at a future date due to ongoing construction. The services required and Contract will be adjusted accordingly at that time: 105 SW 5th Avenue 95 SW 5th Avenue 36 SW 6th Avenue 46 SW 6th Avenue 48 SW 6th Avenue					
			TOTAL MONTHLY PRICE		
			TOTAL ANNUAL PRICE		

**EXHIBIT B:
PROPERTY MAP AND LEVEL I PROPERTY INFORMATION**

Please use the GIS Property Map accessible via the Delray Beach CRA's website for the most up to date information - <https://delraycra.org/property-map/>

Property information is included for Level I Properties – Non-Vacant/Improved Properties.

Please use the GIS Property Map for property information for Level II Properties – Vacant/Unimproved Properties.

Level I Property – Non-Vacant/Improved Property

313 NW 3rd Street – Arts Warehouse

Owners
DELRAY BEACH CRA

Property Detail
Location 313 NE 3RD ST
Municipality DELRAY BEACH
Parcel No. 12434616010890380
Subdivision DELRAY TOWN OF
Book 23685 Page 970
Sale Date FEB-2010
Mailing Address 20 N SWINTON AVE
DELRAY BEACH FL 33444 2632
Use Type 8900 - MUNICIPAL
Total Square Feet 18064

Sales Information

Sales Date	Price
FEB-2010	1100000
JUL-2004	1100000
MAY-1999	590000
JAN-1972	5700

Appraisals

Tax Year	2022
Improvement Value	\$2,305,366
Land Value	\$1,363,460
Total Market Value	\$3,668,826

All values are as of January 1st each year



Level I Property – Non-Vacant/Improved
Property 362 NE 3rd Avenue – Public Parking Lot

Owners
 DELRAY BEACH CRA

Property Detail
 Location 362 NE 3RD AVE
 Municipality DELRAY BEACH
 Parcel No. 12434616010810230
 Subdivision DELRAY TOWN OF
 Book 23930 Page 323
 Sale Date JUN-2010
 Mailing Address 20 N SWINTON AVE
 DELRAY BEACH FL 33444 2632
 Use Type 8900 - MUNICIPAL
 Total Square Feet 0

Sales Information

Sales Date	Price
JUN-2010	600000
MAR-2000	10
MAY-1989	10000
FEB-1984	100000
JAN-1974	43500

Appraisals

Tax Year	2022
Improvement Value	\$51,946
Land Value	\$1,735,290
Total Market Value	\$1,787,236



Level I Property – Non-Vacant/Improved Property

182 & 186 NW 5th Avenue – Commercial Buildings

Owners
DELRAY BEACH CRA

Property Detail
Location 182 NW 5TH AVE
Municipality DELRAY BEACH
Parcel No. 12434617500000010
Subdivision MELVIN S BURD SUB
Book 23182 Page 720
Sale Date APR-2009
Mailing Address 20 N SWINTON AVE
DELRAY BEACH FL 33444 2632
Use Type 9000 - LEASEHOLD INT
Total Square Feet 2471

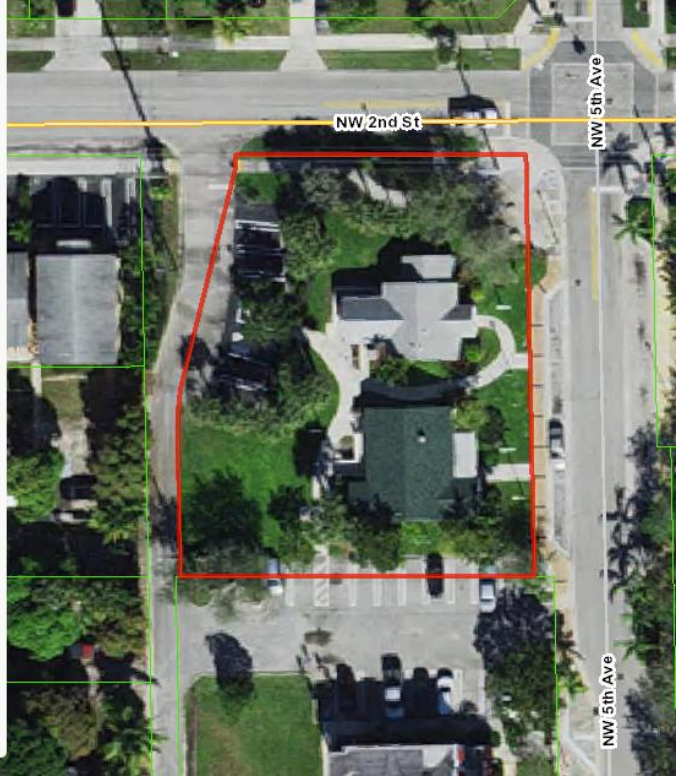
Sales Information

Sales Date	Price
APR-2009	159000
JAN-2008	10
APR-1997	100

Appraisals

Tax Year	2022
Improvement Value	\$429,232
Land Value	\$366,686
Total Market Value	\$795,918

All values are as of January 1st each year



Level I Property – Non-Vacant/Improved Property
700 West Atlantic Avenue – Commercial Building

Owners
 DELRAY BEACH CRA

Property Detail
 Location 700 W ATLANTIC AVE
 Municipality DELRAY BEACH
 Parcel No. 12434617020050010
 Subdivision DELRAY BCH SUB BLK 5 IN
 Book 26422 Page 1570
 Sale Date OCT-2013
 Mailing Address 20 N SWINTON AVE
 DELRAY BEACH FL 33444 2632
 Use Type 9000 - LEASEHOLD INT
 Total Square Feet 6320

Sales Information

Sales Date	Price
OCT-2013	1875000
FEB-2000	575000
JUN-1985	225000
SEP-1981	100

Appraisals

Tax Year	2022
Improvement Value	\$611,991
Land Value	\$1,284,962
Total Market Value	\$1,896,953

All values are as of January 1st each year



Level I Property – Non-Vacant/Improved Property
Rev. Dr. J.W.H. Thomas Park and Public Parking

39 SW 10th Avenue

Owners
 DELRAY BEACH CRA

Property Detail
 Location 39 SW 10TH AVE
 Municipality DELRAY BEACH
 Parcel No. 12434617350010130
 Subdivision BELAIR HEIGHTS
 Book 20595 Page 337
 Sale Date JUL-2006
 Mailing Address 20 N SWINTON AVE
 DELRAY BEACH FL 33444 2632
 Use Type 0000 - VACANT
 Total Square Feet 0

Sales Information

Sales Date	Price
JUL-2006	285000
DEC-2003	10
DEC-2003	0
JAN-1978	100

Appraisals

Tax Year	2022
Improvement Value	\$0
Land Value	\$115,500
Total Market Value	\$115,500

All values are as of January 1st each year



40 SW 9th Avenue

Owners
 DELRAY BEACH CRA

Property Detail
 Location 40 SW 9TH AVE
 Municipality DELRAY BEACH
 Parcel No. 12434617350010220
 Subdivision BELAIR HEIGHTS
 Book 21235 Page 946
 Sale Date DEC-2006
 Mailing Address 20 N SWINTON AVE
 DELRAY BEACH FL 33444 2632
 Use Type 8900 - MUNICIPAL
 Total Square Feet 0

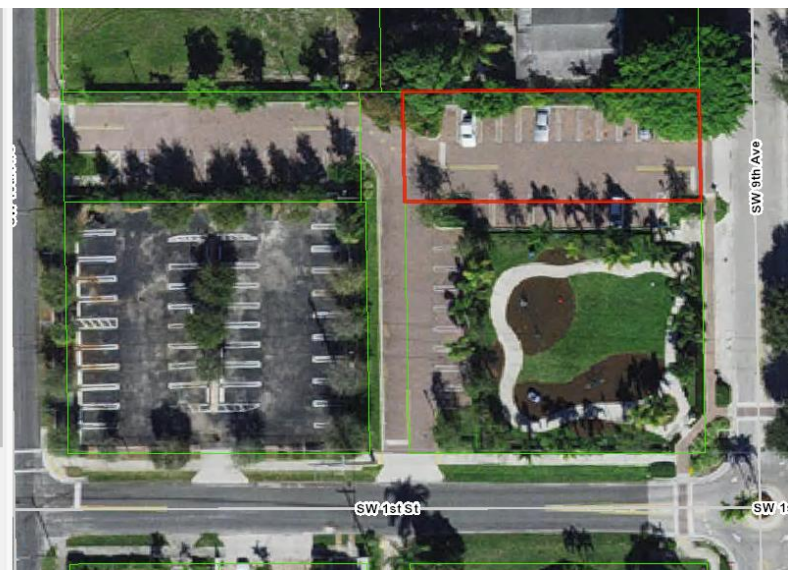
Sales Information

Sales Date	Price
DEC-2006	299920

Appraisals

Tax Year	2022
Improvement Value	\$0
Land Value	\$115,500
Total Market Value	\$115,500

All values are as of January 1st each year



46 SW 9th Avenue

Owners
DELRAY BEACH CRA

Property Detail
Location 46 SW 9TH AVE
Municipality DELRAY BEACH
Parcel No. 12434617350010230
Subdivision BELAIR HEIGHTS
Book 19102 Page 1752
Sale Date AUG-2005
Mailing Address 20 N SWINTON AVE
DELRAY BEACH FL 33444 2632
Use Type 8200 - FOREST/PK/REC
Total Square Feet 0

Sales Information

Sales Date	Price
AUG-2005	423306
JAN-1978	8000

Appraisals

Tax Year	2022
Improvement Value	\$133,587
Land Value	\$122,400
Total Market Value	\$255,987

All values are as of January 1st each year



Level I Property – Non-Vacant/Improved Property

32 SW 4th Avenue – Public Parking

Owners
DELRAY BEACH CRA

Property Detail
Location 32 SW 4TH AVE
Municipality DELRAY BEACH
Parcel No. 12434617060290180
Subdivision DELRAY BCH RESUB BLK 29 IN
Book 11431 Page 0796
Sale Date OCT-1999
Mailing Address 20 N SWINTON AVE
DELRAY BEACH FL 33444 2632
Use Type 8900 - MUNICIPAL
Total Square Feet 0

Sales Information

Sales Date	Price
OCT-1999	16000
MAR-1984	5000

Appraisals

Tax Year	2022
Improvement Value	\$49,828
Land Value	\$281,704
Total Market Value	\$331,532

All values are as of January 1st each year



Level I Property – Non-Vacant/Improved Property

57 SW 5th Avenue – Public Parking

Owners
DELRAY BEACH CRA

Property Detail
Location 57 SW 5TH AVE
Municipality DELRAY BEACH
Parcel No. 12434617060290370
Subdivision DELRAY BCH RESUB BLK 29 IN
Book 23563 Page 1108
Sale Date NOV-2009
Mailing Address 20 N SWINTON AVE
DELRAY BEACH FL 33444 2632
Use Type 8900 - MUNICIPAL
Total Square Feet 0

Sales Information

Sales Date	Price
NOV-2009	190000

Appraisals

Tax Year	2022
Improvement Value	\$115,024
Land Value	\$140,833
Total Market Value	\$255,857

All values are as of January 1st each year

Assessed/Taxable values



Level I Property – Non-Vacant/Improved Property

77 NW 5th Avenue – Part of 40 NW 4th Avenue, Mount Olive Baptist Church – Public Parking

Landscape Maintenance Services will be performed only for the public parking lot located off of NW 5th Avenue.

Owners	
MT OLIVE BAPTIST CHURCH OF DELRAY BEACH INC	


Property Detail	
Location	40 NW 4TH AVE
Municipality	DELRAY BEACH
Parcel No.	12434617530000010
Subdivision	MT OLIVE BAPTIST CHURCH
Book	
Page	
Sale Date	
Mailing Address	40 NW 4TH AVE DELRAY BEACH FL 33444 2626
Use Type	7100 - RELIGIOUS
Total Square Feet	21700

No Sales Information Available.

Appraisals	
Tax Year	2022
Improvement Value	\$1,425,825
Land Value	\$827,364
Total Market Value	\$2,253,189

All values are as of January 1st each year

Assessed/Taxable values	
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Level I Property – Non-Vacant/Improved Property

135 NW 5th Avenue – Commercial Building

Owners
DELRAY BEACH CRA

Property Detail
Location 135 NW 5TH AVE
Municipality DELRAY BEACH
Parcel No. 12434617650010010
Subdivision WEST SETTLERS CONDO
Book Page
Sale Date
Mailing Address 20 N SWINTON AVE
DELRAY BEACH FL 33444 2632
Use Type 1204 - STORE/OFF/RES CONDO
Total Square Feet 0

No Sales Information Available.

Appraisals

Tax Year	2022
Improvement Value	\$173,251
Land Value	\$0
Total Market Value	\$173,251

All values are as of January 1st each year

Assessed/Taxable values

Tax Year	2022
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Level I Property – Non-Vacant/Improved Property

215 SE 2nd Avenue – Public Parking

Owners
DELRAY BEACH CRA

Property Detail
Location 215 SE 2ND AVE
Municipality DELRAY BEACH
Parcel No. 12434616040870060
Subdivision LINNS ADD TO OSCEOLA PARK
Book 25388 Page 732
Sale Date JUL-2012
Mailing Address 20 N SWINTON AVE
DELRAY BEACH FL 33444 2632
Use Type 8900 - MUNICIPAL
Total Square Feet 0

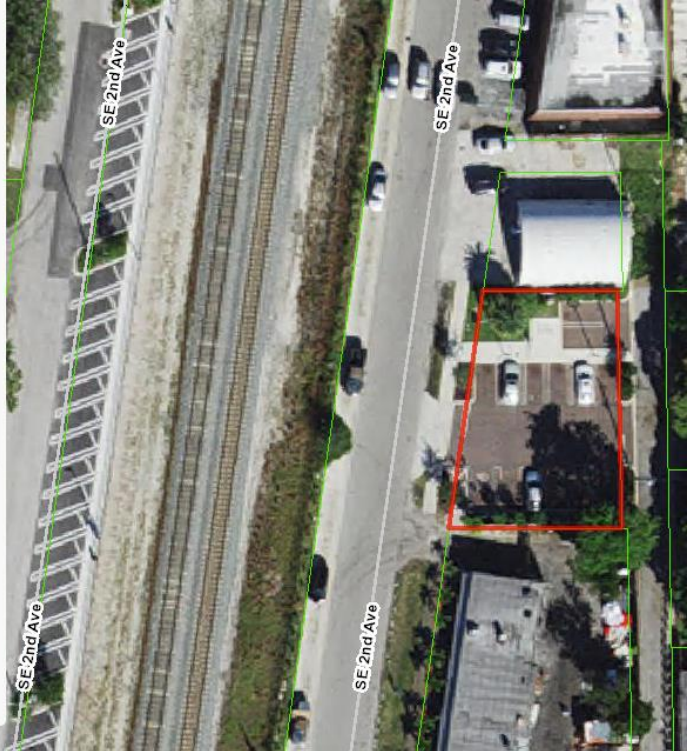
Sales Information

Sales Date	Price
JUL-2012	205000
DEC-2008	10
DEC-2008	10
DEC-2008	10
OCT-2008	10

[1](#) [2](#) [3](#)

Appraisals

Tax Year	2022
Improvement Value	\$0
Land Value	\$369,530



Level I Property – Non-Vacant/Improved Property

98 NW 5th Avenue – Commercial Building

Owners
DELRAY BEACH CRA

Property Detail
Location 98 NW 5TH AVE
Municipality DELRAY BEACH
Parcel No. 12434616010200110
Subdivision DELRAY TOWN OF
Book 30091 Page 1790
Sale Date AUG-2018
Mailing Address 20 N SWINTON AVE
DELRAY BEACH FL 33444 2632
Use Type 1200 - STORE/OFFICE/RESIDENTIAL
Total Square Feet 7076

Sales Information

Sales Date	Price
AUG-2018	1400000
MAY-2015	850000
DEC-2013	270000
APR-2012	10
APR-2012	10

1 2

Appraisals

Tax Year	2022
Improvement Value	\$356,527
Land Value	\$194,437

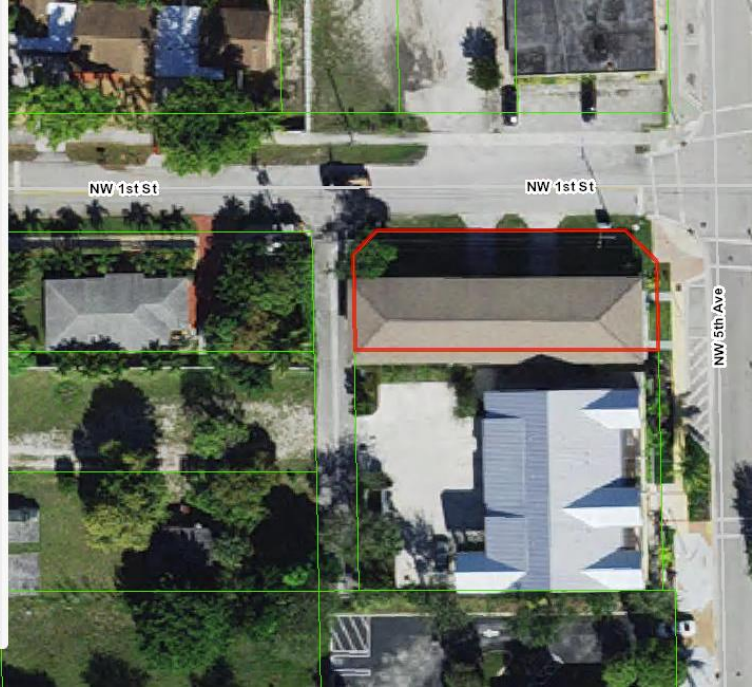


EXHIBIT C: REFERENCE FORM

The Bidder shall complete the following information for a previously completed or currently ongoing work where the Bidder believes said work is of equal or greater scope, size, and complexity that best represents its ability to complete the landscape maintenance services as required by the ITB. The reference provided below should be for one (1) reference and must comply with the requirements listed in the ITB.

FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

Bidder Name:
Reference Name:
Reference Location:
Description of Bidder’s Role and Services Provided. Please use an additional sheet (one page max), if necessary:
Compensation for Services Provided:
Start Date and Completion Date (if applicable):
Contract Price:
Indicate the Bidder’s team members and their roles and responsibilities and whether they will be involved in managing, overseeing, and/or performing the work related to the CRA’s ITB. Please use an additional sheet (one page max), if necessary.
Reference Contact Information
Contact Name and Title:
Company/Organization:
Phone and Email:

Bidder’s Certification of Information

By signing below, I acknowledge that the CRA reserves the right to contact the above-named Reference Project Contact and I certify that all information stated above is true and correct to the best of my knowledge.

Authorized Agent Signature: _____
 Authorized Agent Name and Title: _____
 Date: _____



DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

ADDENDUM NO. 1 TO INVITATION TO BID CRA NO. 2023-02 LANDSCAPE MAINTENANCE SERVICES

May 24, 2023

TO ALL BIDDERS AND OTHERS CONCERNED

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published an Invitation to Bid ("ITB") dated May 1, 2023, with respect to its intent to receive and consider Bids from qualified Bidders to provide landscape maintenance services for CRA-owned and managed properties.

The intent of this Addendum is to address questions and/or errors, and to clarify other aspects of the ITB. Bidders submitting Bids for the above-referenced ITB shall take note of the following changes, additions, deletions, clarifications, etc., which shall become a part of and have precedence over anything shown or described otherwise.

REVISIONS AND CLARIFICATIONS:

1. **Under Section 2, Special Terms and Conditions, Paragraph 8, Price Adjustments shall be revised to the following:**

8. PRICE ADJUSTMENTS

The CRA disposes of property from time to time, and as a result, the total number of CRA-owned properties being maintained by the Contractor may change from time to time.

The CRA reserves the right to reduce the number of properties to be maintained and to completely eliminate any property or items of work listed in the Bid or the resultant Contract. The CRA, at its sole discretion, will determine a fair and reasonable price adjustment, and a formal modification/amendment of the Contract shall be executed by both parties. Any change in the number of properties, elimination of any property from the maintenance list, or change to the scope of work shall be made via a written amendment to the Contract executed by both parties.

See also ADDITIONAL PROPERTIES.

2. **Under Section 3: Scope of Work and Technical Specifications, Paragraph 3, Landscape Maintenance Services, the Landscape Maintenance Schedule shall be revised to the following:**

Landscape Maintenance Schedule:

- i. **Level 1 Properties: Non-Vacant/ Improved Properties**
 - Each Non-Vacant Lot shall be maintained one (1) time every seven (7) calendar days regardless of season.
- ii. **Level 2 Properties: Vacant/ Unimproved Properties**
 - Each Vacant Lot shall be maintained one (1) time every thirty (30) calendar days regardless of season.
- iii. All Properties are further described in Exhibit A.

QUESTIONS:

1. **Is there a specific number of mows for Level 1 and Level 2 properties?**

To clarify Section 3, Scope of Work and Technical Specifications, of the ITB, the Landscape Maintenance Services are to be performed at the below stated frequencies.

Please refer to Section 3, Scope of Work and Technical Specifications, of the ITB for a more detailed description of the Work required for each service.

Clean-up and Waste Removal: ALL PROPERTY LEVELS

- The Contractor shall be responsible for Clean-up and Waste Removal for all Properties at every maintenance visit.

Mowing: ALL PROPERTY LEVELS

- The Contractor shall be performed using the following schedule:
 - o Level I Properties: one (1) time every fourteen (14) calendar days (every other maintenance visit).
 - o Level II Properties: one (1) time every thirty (30) calendar days (every maintenance visit).

Trimming: ALL PROPERTY LEVELS

- The Contractor shall be performed using the following schedule:
 - o Level I Properties: one (1) time every seven (7) calendar days (every maintenance visit).
 - o Level II Properties: one (1) time every thirty (30) calendar days (every maintenance visit).

Edging: ALL PROPERTY LEVELS

- The Contractor shall be performed using the following schedule:
 - o Level I Properties: one (1) time every seven (7) calendar days (every maintenance visit).

 - o Level II Properties: one (1) time every thirty (30) calendar days (every maintenance visit).

Blowing, Raking, and/or Sweeping: ALL PROPERTY LEVELS

- The Contractor shall be performed using the following schedule:
 - o Level I Properties: one (1) time every seven (7) calendar days (every maintenance visit).

 - o Level II Properties: one (1) time every thirty (30) calendar days (every maintenance visit).

Weed Eradication: LEVEL I PROPERTIES

- The Contractor shall be performed using the following schedule:
 - o Manual (hand pulling) weed eradication performed one (1) time every seven (7) calendar days (every maintenance visit).

 - o Chemical weed eradication shall be performed according to generally accepted industry standards.

Disease/Insect Control: ALL PROPERTY LEVELS

- The Contractor shall be responsible for checking and surveying for diseases and insects located on the Properties every maintenance visit.

Mulch: LEVEL I PROPERTIES

- The Contractor shall be performed using the following schedule:
 - o Four (4) times per year.
 - i. January
 - ii. April
 - iii. July
 - iv. October

Fertilization: LEVEL I PROPERTIES

- The Contractor shall be responsible for checking and surveying for the fertilization needs of the Properties every maintenance visit.

Irrigation System: ALL PROPERTY LEVELS

- The Contractor shall be responsible for checking and surveying the irrigation system to make sure all heads are recessed and closed for all Properties at every maintenance visit prior to starting any Work.

Shrub Pruning: LEVEL I PROPERTIES

- The Contractor shall be performed using the following schedule:
 - o Level I Properties: one (1) time every seven (7) calendar days (every maintenance visit).

Tree and Palm Pruning: ALL PROPERTY LEVELS

- The Contractor shall be responsible for checking all Trees and Palms located on the Properties for pruning needs at every maintenance visit.
- Tree and Palm Pruning shall be performed using the following schedule:
 - o Level I Properties: Shall be performed on an as needed/ as required basis and according to generally accepted industry standards, but at the very least, shall be performed one (1) time per year (annual basis).
 - o Level II Properties: Shall be performed on an as needed/ as required basis and according to generally accepted industry standards.
- Contractor shall notify the CRA prior to any Tree and Palm Pruning being performed on any CRA-owned property.
- As it relates to the Bid Price:
 - o Level I Properties: An annual (one (1) time per year) Tree and Palm Pruning Service for Level I Properties shall be included in the Bid Price. For additional Tree and Palm Pruning for Level I Properties, the Contractor may submit a proposal to provide the additional services. The CRA, at its sole discretion, will determine if the price quotes are fair and reasonable, and the Contractor may perform the additional work by way of a formal modification/amendment of the Contract executed by both parties. The CRA may obtain price quotes for similar services from other vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or at the CRA's sole discretion, for other reasons determined to be in the best interest of the CRA.
 - o Level II Properties: If Tree and Palm Pruning is needed, the Contractor shall provide written notification to the CRA and a recommended course of action. If requested by the CRA, the Contractor may submit a proposal to provide the additional services. The CRA, at its sole discretion, will determine if the price quotes are fair and reasonable, and the Contractor may perform the additional work by way of a formal modification/amendment of the Contract executed by both parties. The CRA may obtain price quotes for similar services from other vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or at the CRA's sole discretion, for other reasons determined to be in the best interest of the CRA.

Palmetto Pruning: ALL PROPERTY LEVELS

- The Contractor shall be responsible for checking all Palmettos located on the Properties for pruning needs at every maintenance visit.

- Palmetto Pruning shall be performed using the following schedule:
 - o Level I Properties: Shall be performed on an as needed/ as required basis and according to generally accepted industry standards.

 - o Level II Properties: Shall be performed on an as needed/ as required basis and according to generally accepted industry standards.

 - o Where palmettos are in conflict with vehicular or pedestrian use areas, pruning will be required to remove any conflict. The Contractor shall submit a proposal for such pruning.

- As it relates to the Bid Price:
 - o If Palmetto Pruning is needed, the Contractor shall provide written notification to the CRA and a recommended course of action. If requested by the CRA, the Contractor may submit a proposal to provide the additional services. The CRA, at its sole discretion, will determine if the price quotes are fair and reasonable, and the Contractor may perform the additional work by way of a formal modification/amendment of the Contract executed by both parties. The CRA may obtain price quotes for similar services from other vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or at the CRA's sole discretion, for other reasons determined to be in the best interest of the CRA.

Vine Control: ALL PROPERTY LEVELS

- The Contractor shall be responsible for checking for vines located on the Properties for vine control and removal needs at every maintenance visit.

- Vine Control shall be performed using the following schedule:
 - o Level I Properties: Shall be performed on an as needed/ as required basis and according to generally accepted industry standards.

 - o Level II Properties: Shall be performed on an as needed/ as required basis and according to generally accepted industry standards.

- As it relates to the Bid Price:
 - o If Vine Control is needed, the Contractor shall provide written notification to the CRA and a recommended course of action. If requested by the CRA, the Contractor may submit a proposal to provide the additional services. The CRA, at its sole discretion, will determine if the price quotes are fair and reasonable, and the Contractor may perform the additional work by way of a formal modification/amendment of the Contract executed by both parties. The CRA may obtain price quotes for similar services from other vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or at the CRA's sole discretion, for other reasons determined to be in the best interest of the CRA.

2. **With Level I Properties serviced every 7 calendar days and Level II Properties serviced every 14 calendar days, is it up to the Contractor's discretion to provide the service as the Contractor sees fit? Example, mowing then trim the next visit and then fertilize the following visit, as long as the Contractor is on site with the requested frequency?**

Please see the answer provided in Question 1.

3. **For fertilization, is it up to the Contractor to put together a program or does the CRA want the Contractor to follow any guidelines that are not listed in ITB?**

Please follow guidelines put forth by the University of Florida Institute of Food and Agricultural Sciences Extension (UF/IFAS Extension).

4. **For Tree and Palm Pruning, Palmetto Pruning, and Vine Control: is the cost to be included in monthly & annual cost or separate due to it being when applicable and as needed?**

Please see the answer provided in Question 1.

5. **Is there a larger site map Bidders can obtain that has the clusters of lots that are next to one another?**

A map of the CRA Properties can be accessed at the following location:

<https://maps.mydelraybeach.com/portal/apps/dashboards/8e0ced91ae1243d1aa50114152ebd112>

Please keep in mind that the map will show properties that are not included as part of the ITB.

6. **The ITB states that mulch will be at least 3" and in best practices, that may be too much. Would the CRA be open to 2"?**

The CRA is open to a mulch height between two to three inches (2" - 3"). Please include pricing for two to three inches (2" - 3") of mulch for Level I Properties.

7. **Is the Contractor responsible for fertilizing the Bahia grass on the empty lots (Level II Properties)?**

No. Section 3, Scope of Work and Technical Specifications, of the ITB states that only Level I Properties will need to be surveyed for fertilization needs and that fertilization is not to be included in the Bid Price.

If fertilization is needed, the Contractor shall provide written notification to the CRA and a recommended course of action. If requested by the CRA, the Contractor may submit a

proposal to provide the additional services. The CRA, at its sole discretion, will determine if the price quotes are fair and reasonable, and the Contractor may perform the additional work by way of a formal modification/amendment of the Contract executed by both parties. The CRA may obtain price quotes for similar services from other vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or at the CRA's sole discretion, for other reasons determined to be in the best interest of the CRA.

8. Is the Contractor responsible for removing large debris such refrigerators, washers, construction and landscaping debris that is illegally dumped and will there be a separate charge?

In such scenarios where debris would be considered illegal dumping, please notify the CRA.

9. Can the CRA please advise of the expected frequency of the maintenance services. Are we expected to do it weekly, bi-weekly, or monthly?

Please see the answer provided in Question 1. Additionally, please refer to Section 3, Scope of Work and Technical Specifications, of the ITB.

10. Is the Bid Price to include trimming the trees?

Please see the answer provided in Question 1.

11. In Section 4, Minimum Qualifications, of the ITB, is 5 years minimum in business firm?

Yes. A Bidder must have been in business under its current business name for a minimum of five (5) years prior to the Bid Submission Due Date and Time.

12. It is stated that a Contractor needs written permission to use subcontractors. Will we be allowed to use subcontractors for this Contract?

Yes. Please see Section 2, Special Terms and Conditions, Paragraph 27, Subcontractors of Work Shall be Identified, and Section 4, Minimum Qualifications, of the ITB, Paragraph 11 and Paragraph 12.

13. Does the CRA have previous bid tabulations, which show the individual previously awarded bid amount, that the CRA could provide for review?

The previous Request for Bids and Bid Tabulation are both included as part of this Addendum No. 1.

Please keep in mind that the scope of work and the properties included in the previous Request for Bids are **not** the same as the scope of work and the properties included in the current ITB.

14. Can you provide the current contract holder and their current contracted price?

The current Contractor providing landscape maintenance services to the CRA is Sod Unlimited, Inc. and the current monthly invoice price is \$9254 (nine thousand two hundred fifty-four dollars.)

Please keep in mind that the current scope of work being performed is **not** the same as the scope of work required by the current ITB.

ATTACHMENTS:

Request for Bids CRA No. 2017-07

Bid Tabulation for Request for Bids CRA No. 2017-07

**REQUEST FOR BIDS (RFB)
TO PERFORM LANDSCAPE MAINTENANCE SERVICES
ON PROPERTIES OWNED BY
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND ATLANTIC
AVENUE GATEWAY FEATURE
BID NUMBER CRA 2017-07**



**RELEASE DATE: Wednesday October 18, 2017
SUBMISSION DEADLINE: Friday, November 17, 2017 at 2:00 P.M.**

SECTION A

REQUEST FOR BID

BID NUMBER CRA 2017-07

Sealed Bids will be received by the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) at their offices at 20 N. Swinton Avenue, Delray Beach, Florida 33444 (Phone 561-276-8640), until 2:00 p.m. on November 17, 2017

Landscape Maintenance Contract
(Annual contract for the cleanup and landscape maintenance of CRA-owned properties and the Atlantic Avenue Gateway Feature)

Copies of the specifications and other Contract Documents are on file and available for public inspection in the CRA Office at 20 N. Swinton Avenue, Delray Beach, Florida 33444. Copies of the specifications may be obtained from the CRA's office at no charge or are available on the CRA's web site at www.delraycra.org or at www.periscopeholdings.com/bidsync. All interested parties must register their name, email address, and address and telephone number at the CRA Office in order to receive any changes, additions, addendums, or other notices concerning the RFB.

The project for which bids are being requested is being funded by the Delray Beach Community Redevelopment Agency and as such must comply with all applicable regulations.

Bids are to be submitted on said forms or copies thereof.

Bids will be publicly read at 2:00 p.m. on November 17, 2017.

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
Jeff Costello
Executive Director

SECTION B
BID NUMBER CRA 2017-07

INSTRUCTIONS TO BIDDERS

1. **DEFINITION OF TERMS**

Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:

OWNER: The Delray Beach Community Redevelopment Agency (CRA), or its authorized and legal representative.

BIDDER: Any person, firm or corporation submitting a bid for the work contemplated, or his duly authorized representative.

CONTRACTOR: The person, firm or corporation with whom the Owner has executed a Contract for the performance of the work, or his legally authorized representative.

SUBCONTRACTOR: Any person, firm or corporation, other than the Contractor, supplying labor, equipment, or material for work at the site of the project.

PLANS: The officially approved Plans, including any landscape or site plans, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done.

SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written agreements made or to be made, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract.

CONTRACT: The agreement executed by the Owner and the Contractor for the performance of the work.

2. **PURPOSE:**

The purpose of this Bid is to establish an open-end Contract to provide the best quality landscape maintenance service available at the most economical price. Service and good workmanship are of primary concern. No bid will be accepted if it offers lower standards of material and/or workmanship than is described therein.

3. **CONTRACT TERM:**

Term of contract shall be one (1) year from award of contract. This Contract may be renewed for one (1) additional one (1) year term upon the execution of a

written amendment to this Contract by both parties.

4. **PERFORMANCE:** It is the intention of the Owner to purchase landscape maintenance services as specified herein from a source of supply that will give prompt and convenient service. Any failure of the successful Bidder to comply with these conditions may be cause for terminating any resulting Contract immediately upon notice by the Owner.

All laborers must wear orange safety vests and all vehicles parked along the right-of-way must be marked with traffic cones, and "Men Working" signs to be posted when performing any work adjacent to right-of-ways. All landscape maintenance shall be in full compliance with the State of Florida "Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways".

5. **PLANS AND SPECIFICATIONS:**

Any Plans that relate to any parcel identified in the Scope of Services, any specifications, and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all.

Any Bidder in doubt as to the true meaning of any part of the Plans, Specifications, or related documents may submit a written request to the Owner for interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. The Owner shall issue a response to a request for an interpretation submitted by a Bidder through an Addendum. A copy of such Addendum will be mailed or delivered to each registered Bidder receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the documents.

6. **SITE CONDITIONS:**

The Owner makes no representation as to the conditions that will be found in the field when actual work is undertaken. It will be the Bidder's responsibility to examine the locations where the work will be performed in order to determine to the Bidder's satisfaction the surface conditions relating to the properties, and failure to do so will not relieve the contractor of complete performance under this Contract.

7. **PREPARATION OF BID:**

Bids must be submitted on the prescribed forms furnished by the Owner, Section "C", which is attached hereto. The completed forms must be plainly marked by the Bidder, who will be responsible for its correctness. All blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. The total bid amount shall constitute

twelve (12) months of service.

Only one bid from any individual, firm, partner or corporation under the same or different names, will be considered. Should it appear to the Owner that any Bidder has an interest in more than one bid for work contemplated, all bids in which such Bidder has an interest will be rejected.

The Bidder, if an individual, shall sign his name and show his address in the blank space provided thereof; if the bid is made by a partnership or corporation, the names of the partnership or corporation, together with the names and addresses of the partners or officers, shall be shown, and the bid acknowledged by one or the partners or officers, as required.

The completed Bid Proposal shall be submitted in a sealed envelope and plainly marked, "Sealed Bid", followed by the name of the project, the time and date at which the bid is to be opened. The sealed envelope shall be addressed to:

DJ Lee, Property/ Project Manager
Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue
Delray Beach, FL 33444

Any Bidder may withdraw their bid, either personally or written request at any time prior to the scheduled time for receipt of bids.

Bids will be opened at the time and place indicated in the "Request for Bids", (Section A, attached herein).

8. **EXAMINATION OF SITE:**

Before submitting its Proposal, the Bidder shall visit the locations where the proposed work will be performed in order to familiarize themselves with the nature and extent of the work and any local conditions that may in any way affect the work to be done, and the equipment, materials and labor required.

9. **QUALIFICATIONS:**

The Bidder shall submit, with their Proposal the following:

- A. A list of equipment and personnel to support the Bidder's ability to adequately complete the work to the satisfaction of the Owner.

NOTE: For this bid vendor must attach to his bid an accurate, up-to-date listing of his current maintenance equipment, including brands and model numbers. The Owner also requires a listing of commercial as well as residential accounts, including main contact person and phone number. This information will be considered in the contract award review.

FAILURE TO INCLUDE ALL DATA NOTED ABOVE WITH THE BID MAY ELIMINATE YOUR COMPANY FROM THE BIDDING PROCESS; PRIOR SUBMITTALS WILL NOT BE ACCEPTED. Owner reserves the right to inspect all maintenance equipment prior to contract award and to request your most recent corporate financial statement for review.

- B. A list of not less than three references similar both in scope and type of property maintained which bidder has successfully completed within the past five (5) years. Please provide references with contact names, addresses, phone numbers, email addresses, and dates of service for each project. A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person must be informed that they are being used as a reference and that the CRA may be contacting them. **DO NOT** list persons who are unable to answer specific questions regarding the requirements. Only those Bidders showing acceptable experience in work of this kind will be considered eligible.
- C. Evidence of insurance coverage which meets the following minimum requirements:
- (1) Workers' Compensation. Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and Federal laws. In addition, the policy must include the following:
 - a. Employers' Liability with a limit of \$100,000 each accident.
 - (2) Comprehensive General Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
 - a. Minimum Limits of total coverage shall be \$500,000 per occurrence combined single limit for Bodily Injury to be in said form with any excess coverage (and the carrier) to meet the \$500,000 minimum to be acceptable to the Delray Beach Community Redevelopment Agency.
 - b. Premises and/or Operations.
 - c. Independent Contractors.
 - d. XCU Coverage's.
 - e. Broad form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
 - f. Personal injury coverage with employee and contractual exclusions removed.
 - (3) Business Auto Policy. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance service Office and must include:

- a. Minimum Limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
- b. Owned Vehicles.
- c. Hired and Non-Owned Vehicles.
- d. Employee Non-Ownership.

RIGHT TO REVIEW: Owner reserves the right to require that the insurance coverages provided by the successful bidder are proper and that the insurers are licensed or otherwise qualified to do business in Florida. If at any time during the term of the contract, the Owner should determine that it is in its best interests to insist on an alternative insurance provider, it may do so and the successful bidder agrees to comply with the Owner's decision. Owner also reserves the right to review, modify, or amend any required coverages, limits, and endorsements during the life of a contract. Owner further reserves the right, but not the obligation, to review and reject any insurer providing coverage on your behalf because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

- D. Bidders must have the capability to perform contracted maintenance on a timely basis and with proper equipment and supervision. The successful Bidder must adhere to maintenance procedures and schedules as set forth in the conditions and specifications. Failure to do so shall result in Contract cancellation.

The Owner reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work and if, after investigations, the evidence of his competency or financial ability is not satisfactory, the Owner reserves the right to reject his bid.

10. CONSIDERATION OF BIDS AND AWARD OF CONTRACT:

Prior to the award of the Contract, the Owner may require the Bidder to submit an analysis of any lump sum bid prices quoted.

Contracts shall be awarded to the most responsive, responsible Bidder whose bid is in the best interest of the Owner, all factors considered including the contents of the submitted proposal. In determining the "most responsive, responsible Bidder," the Owner, shall consider:

- (a) The most advantageous prices contained in the bid.
- (b) The ability, capacity and skill of the Bidder to perform the contract or provide the service required.
- (c) Whether the Bidder can perform the contract or provide quality service promptly or within the time specified, without delay or interference for the

categories stated on the bid form.

- (d) The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- (e) The quality of performance of previous contracts of services, including, but not limited to, Owner contracts.
- (f) The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
- (g) The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service.
- (j) The number and scope of conditions attached to the bid.
- (k) The overall cost to the Owner.
- (l) The best interests of the Owner.

If the Contract is awarded, the Owner will accept the bid and award the Contract to the successful Bidder by written notice to the successful Bidder. After receiving such notice, the successful Bidder shall complete and sign one additional copy of the Standard Form Agreement and shall submit it to the Owner.

Failure on the part of the successful Bidder to execute a Contract within two (2) weeks after the notice of acceptance shall be just cause for annulment of the award. The Owner may then accept the bid of another Bidder, or re-advertise for Bids. If another Bidder is awarded the Bid, this award shall bind such Bidder as though he were the original successful Bidder.

The Owner reserves the right to reduce the quantities of work to be done and to completely eliminate any lot, lots or items of work listed in the Proposal in order that a useful unit or units of work can be completed within the amount of available funds. The Owner disposes of and acquires properties from time to time, and as a result, the total square footage of property being maintained may change from time to time and the per square foot price will be applicable for adjusting to the contract price respectively.

11. **REJECTION OF BIDS:**

THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE INFORMALITIES AND/OR IRREGULARITIES OR TO ACCEPT

ANY BID, AS A WHOLE OR IN PARTS, OR COMBINATION OF BIDS WHICH, IN THE OWNER'S JUDGEMENT, WILL BEST SERVE THE OWNER'S INTEREST.

12. BACKGROUND INFORMATION:

The Owner reserves the right, before awarding the Contract, to require a Bidder to submit such evidence of his qualifications, as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the Owner.

13. REJECTION OF IRREGULAR PROPOSALS:

Bids which contain any alterations, addition, condition, limitation, unauthorized alternates or show irregularities of any kind may be rejected by the Owner as non-responsive or irregular. The Owner reserves the right to waive any irregularities, technicalities or informalities in any bid and to reject any and all bids.

14. TRANSFER PROHIBITED:

The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, or of any or all of his or its rights, title or interest herein, or his or its power to execute such Contract to any person, company or corporation, without prior written consent of the Owner. In the event that the successful Bidder does not hold a commercial pesticide applicators license, the successful bidder may contract with a qualified firm to perform the chemical applications. In this event, the successful Bidder shall notify the Owner of this intent and **PRICES FOR THE WORK MUST BE LISTED IN THE BID**. The Bidder must extend those services for the duration of the contract for the prices quoted.

NOTE: THIS PROHIBITION APPLIES SPECIFICALLY TO MOWING OR EDGING SERVICES.

15. DEFAULT ON PRIOR CONTRACTS:

No proposal will be accepted from, nor will any Contract be awarded to, any person or firm which is in arrears to the Owner upon any debt or Contract, or which is a defaulter as surety or otherwise upon any obligation to the Owner, or who has failed to perform faithfully any previous Contract with the Owner.

16. BID QUOTATION SUBMITTALS:

All Bids must be submitted on the attached "Bid Form". **BIDDERS MUST BID**

ON ALL ITEMS LISTED WITHIN AN AREA.

17. BIDDER SERVICE REPRESENTATIVE:

The Bidder must submit with the bid proposal the name, address, and phone number of the person(s) to be contacted for the coordination of landscape maintenance service. A contact for both regular work-hours and after-hours, weekends and holidays must be identified. This will become a part of the bid proposal and shall be understood and agreed.

18. WORK PERFORMED:

All work performed shall be during the hours of 8:00 A.M. to 5:00 P.M., Monday thru Friday, unless otherwise noted in this RFB.

19. SALES TAX:

The Contractor's attention is directed to the fact that all materials and supplies necessary for completion of this contract are subject to Florida Sales and Use Tax, in accordance with Florida Statutes. However, the Delray Beach Community Redevelopment Agency is exempt from any taxes imposed by State and/or Federal government. Exemption certificates will be supplied on request. State Sales tax Exemption Certification No. 85-8012666352C-0 appears on each purchase order.

20. CONTRACTOR'S CERTIFICATION:

Contractors bidding in this project must hold a current business tax receipt issued by the City of Delray Beach, Florida and/or Palm Beach County for the type of work involved in this contract. The Bidder must submit proof of this requirement has been met prior to contract execution.

21. PREPARATION OF FINAL CONTRACTS FOR EXECUTION:

The Contractor, upon receiving Notice that the CRA has selected their proposal should prepare to procure insurance documentation that is to be added to Contracts they will receive for preparation for execution. The Contracts with the insurance certificates must be returned within two (2) weeks of the date requested.

22. CHANGES, ADDITIONS, ADDENDUMS, OR OTHER NOTICES:

All interested parties must register their name, email address, and address and telephone number at the CRA Office in order to receive any changes, additions,

addendums, or other notices concerning the RFB.

23. QUESTIONS

Questions and inquiries concerning the proposal and specifications of the solicitation shall be submitted in writing and directed to DJ Lee, Property/ Project Manager, Delray Beach CRA, 20 North Swinton Avenue, Delray Beach, Florida, 33444 (or at leed@mydelraybeach.com) for receipt no later than 5:00 p.m., Wednesday, August 25, 2017. Oral explanations, information and instructions shall not be considered binding on the CRA. All prospective Proposers are encouraged to independently verify the accuracy of any information provided. Neither the CRA nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any proposer.

24. NO LOBBYING/CONTACT PERMITTED - CONE OF SILENCE

As to any matter relating to this RFB, any Proposer, team member, or anyone representing a Proposer is advised that they are prohibited from contacting or lobbying the CRA Chair, any CRA Commissioner, CRA staff, Evaluation Committee members, or any other person working on behalf of the CRA on any matter related to or involved with this RFB. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team.

All written inquiries related to the RFB are to be directed to DJ Lee, Property/ Project Manager, Delray Beach CRA. Oral inquiries are not permitted and will not be acknowledged. Any violation of this condition may result in rejection and/or disqualification of the Proposer. This "No-Lobbying/ Cone of Silence" Provision is in effect from the date of publication of the RFB and shall terminate at the time the CRA selects a proposal, rejects all proposals, or otherwise takes action which ends the solicitation process.

25. THE SUCCESSFUL BIDDER MUST COMPLY WITH:

- a. Executive Order No. 11246, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR, Chapter 60).
- b. The Copeland "Anti-Kickback" Act (19 U.S.C., Section 874), as supplemented in U.S. Department of Labor Regulations (No. 29 CFR, Part 3).
- c. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., Sections 327-330), as supplemented by U.S. Department of Labor Regulations (29 CFR, Part 5).

26. LOCAL BUSINESS PREFERENCE

All bid proposals must indicate whether or not the Proposer is a Local Business via submittal of a Certification Statement pursuant to Section 36.14(F) of the City of Delray Beach Code of Ordinance. A Local Business is defined in Section 36.14(A) of the Delray Beach Code of Ordinances.

27. INSURANCE

RIGHT TO REVIEW: Owner reserves the right to require that the insurance coverages provided by the successful bidder are proper and that the insurers are licensed or otherwise qualified to do business in Florida. If at any time during the term of the contract, the Owner should determine that it is in its best interests to insist on an alternative insurance provider, it may do so and the successful bidder agrees to comply with the Owner's decision. Owner also reserves the right to review, modify, or amend any required coverages, limits, and endorsements during the life of a contract. Owner further reserves the right, but not the obligation, to review and reject any insurer providing coverage on your behalf because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

28. PRELIMINARY SCHEDULE

1. RFB Advertised: October 18, 2017
2. Pre-Submission Meeting: October 27, 2017 2:00 P.M. Delray Beach , CRA, 20 N. Swinton Avenue, Delray Beach, FL 33444. Attendance is on a voluntary basis. PLEASE NOTE that this will be the only opportunity for applicants to directly address CRA staff regarding the RFB.
3. Question and Inquiries Deadline: November 8, 2017 at 5:00 P.M.
4. RFB Response Deadline: November 17, 2017 at 2:00 P.M., Delray Beach CRA, 20 N. Swinton Avenue, Delray Beach, FL 33444.
5. Review, ranking, and selection: No later than December 15, 2017.
6. Award of RFB: by the CRA Board of Commissioners no later than – CRA Meeting of January 11, 2018.
7. Contract Execution: by the CRA Board of Commissioners in January, 2018.

29. CONFLICT OF INTEREST

If selected, the successful bidder agrees not to accept employment during the time the agreement is in effect from any builder, land developer, or others performing construction development or maintenance work activities within the boundaries of the Delray Beach Community Redevelopment Agency's

Redevelopment Area which is determined by the CRA as a conflict of interest with the bidder's work for the CRA.

If the CRA determines that such a conflict exists the CRA shall have the right to terminate the agreement after providing written notice to the bidder of the conflict, pursuant to the terms of the agreement, and after failing to resolve the conflict within 30 days after said notice is received by the bidder, the CRA reserves the right to unilaterally terminate the agreement.

NOTE: Any recipient of this RFB who responds hereto fully acknowledges all the provisions of this disclosure and disclaimer and agrees to be bound by the terms hereof. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFB, the provisions of this Disclosure and Disclaimer shall govern.

ACKNOWLEDGEMENT OF BUSINESS TYPE AND INSURANCE

1. SUBMITTING FIRM NAME: _____
2. TYPE OF FIRM: CORPORATION _____ INDIVIDUAL _____ OTHER _____
3. IF CORPORATION, COMPLETE THE FOLLOWING:

- A. Date Incorporated: _____
- B. State Incorporated: _____
- C. Date Authorized in Florida: _____
- D. President: _____
- E. Vice President: _____

4. IF PARTNERSHIP, COMPLETE THE FOLLOWING:

- A. Date organized: _____
- B. Type: General _____ Limited _____
- C. Name of Partners _____

5. SECRETARY OF STATE'S CHARTER NUMBER _____
(Attach Copy)

6. FLORIDA STATE BOARD OF PROFESSIONAL ENGINEERING REGISTRATION NUMBER: _____
DATE: _____
(Attach Copy)

7. FEDERAL EMPLOYERS IDENTIFICATION NUMBER _____

8. PROFESSIONAL LIABILITY INSURANCE? YES ____ NO ____
IF YES, ANSWER THE FOLLOWING:

- A. Policy Number: _____
- B. Company Name: _____
- C. Amount: _____
- D. Expiration Date: _____

Public Entity Crimes

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not

submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title(Print or Type)

Date

Drug-Free Workplace

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

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

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

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

Firm Name

Signature

Name and Title(Print or Type)

Date

Conflict of Interest Disclosure Form

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach ("City") and/or the Delray Beach Community Redevelopment Agency ("CRA").

Furthermore, all Proposers must disclose the name of any City or CRA employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City and the CRA the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City or CRA duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this proposal.

Acknowledged by:

Firm Name

Signature

Name and Title(Print or Type)

Date

SECTION C

BID NUMBER CRA 2017-07

To: DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

1. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specifications (including Request for Bids, Instructions to Bidders, this bid, the forms of Non-Collusive Affidavit, the form of Contract, the Scope of Work, and the Drawings) and Addenda, if any thereto, on file in the office of the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, at 20 North Swinton Avenue, Delray Beach, Florida, hereby proposes to furnish all labor, materials, equipment and services required, all in accordance therewith, for the sum of _____ Dollars (\$_____) on a monthly basis, and _____ Dollars (\$_____) on an annual basis, for the maintenance of the properties listed in the Scope of Work attached to the Contract form as Exhibit "A" and Exhibit "B". In addition, the Bidder's per square foot unit price for the work to be performed is _____ Dollars (\$_____). The per square foot unit price shall be used to provide the basis for an increase or decrease in the fee paid by the Owner in the event the number of lots maintained pursuant to the Agreement should be amended by the Owner and Contractor.

2. In submitting this bid, it is understood that the right is reserved by the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY to reject any and all bids. If written notice of the acceptance of this bid is delivered to the undersigned, the undersigned agrees to execute and deliver a Contract in the prescribed form within fourteen (14) days after the Contract is presented to them for signature.

3. Attached hereto is an Affidavit and proof that the undersigned has not entered into any collusion with any person with respect to this proposal or any other proposal, or the submitting of proposals for the Contract for which this proposal is submitted.

4. The bidder represents that they () have, () have not, participated in a previous Contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that they () have, () have not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with Contracts or subcontracts which are exempt from the clause).

5. Certification of Non-segregated Facilities. By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

They certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and they will not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. They further agrees that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that they will retain such certifications in their files; and that they will forward a notice to their proposed subcontractors as provided in the instruction to bidders.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____.

(Name of Bidder)

By: _____

(Official Address)

PUBLIC ENTITY CRIMES:

Any person responding with an offer to this invitation must execute the enclosed Form PUR 7068 - "SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES" **(NEED TO PROVIDE THIS FORM)** and enclose it with your bid. If you are submitting a bid on behalf of dealers or suppliers who will ship and receive payment from the resulting contract, it is your responsibility to see that copy(s) of the form are executed by them and are included with your bid. Failure to comply with this condition shall result in rejection of your bid.

**CRA LANDSCAPE MAINTENANCE ANNUAL CONTRACT
CRA-OWNED PROPERTIES
SCHEDULE OF PRICING**

Bid No. CRA 2017-07

Map ID #	Address	PCN	Scope of Work	Freq/Month (Nov-April)	Price	Freq/Month (May-Oct)	Price
1	640 West Atlantic Ave	12434616010130220	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
2	805 West Atlantic Ave	12434617220010090	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
3	800 Block West Atlantic Ave (Lot west of 805 W Atlantic Ave)	12434617220010101	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
4	909 West Atlantic Ave	12434617420100030	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
5	105 SW 5th Ave	12434616010300014	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
6	237 NW 5th Ave	12434616010260170	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
7	20 NW 6th Ave - Double Lot	12434616010120060	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
8	26 NW 6th Ave	12434617010120170	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	

9	SW 6th Ave (Lot between 26 & 36 SW 6th Ave)	12434616010130160	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
10	48 SW 6th Ave	12434616010130200	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
11	9 NW 7th Ave	12434616010120090	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
12	27 NW 7th Ave	12434617010120250	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
13	31 NW 7th Ave	12434617010120240	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
14	11 SW 7th Ave	12434616010130010	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
15	12 SW 7th Ave	12434617020050210	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
16	13 SW 7th Ave	12434616010130020	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
17	14 SW 7th Ave	12434617020050220	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
18	16 SW 7th Ave	12434617020050230	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
19	18 SW 7th Ave	12434617020050240	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	

20	21 SW 7th Ave	12434616010130030	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
21	25 SW 7th Ave	12434616010130230	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
22	29 SW 7th Ave	12434616010130040	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
23	31 SW 7th Ave	12434616010130050	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
24	Vacant Fronting Lot(16 NW 8TH AVE)	12434617220010070	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
25	16 NW 8th Ave	12434617220010080	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
26	NW 8th Ave (Double Lot behind/west of) 20 NW 8th Ave) A	12434617220010060	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
27	NW 8th Ave (Double Lot behind/west of) 20 NW 8th Ave) B	12434617220010030	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
28	20 NW 8th Ave	12434617220010040	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
29	13 SW 8th Ave - Double Lot	12434617020050120	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	

30	19 SW 8th Ave	12434617020050150	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
31	20 SW 8th Ave	12434617420090020	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
32	35 SW 8th Ave	124346170200500170	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
33	26 NW 8th Ave - Double Lot	12434617260040190	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
34	34 NW 8th Ave	12434617260040210	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
35	38 NW 8th Ave	12434617260040220	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
36	NW 9th Ave Sub-Standard Lot (North of 23 NW 9th Ave)	12434617220020010	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
37	NW 9th Ave Sub-Standard Lot (South of 23 NW 9th Ave)	12434617220020050	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
38	NW 9th Ave Lot (3rd Lot South of 23 NW 9th Ave, North of W Atlantic fronting Lots)	12434617220020090	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	

39	23 SW 9th Ave - Quad Lot	12434617350020010	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
40	NW 10th Ave (2 Lots (one double-sized) south of Church Pkg Lot) A	12434617170020100	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
41	NW 10th Ave (2 Lots (one double-sized) south of Church Pkg Lot) B	12434617170020090	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
42	16 SW 10th Ave	12434617230080210	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
43	19 SW 10th Ave	12434617350010080	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
44	23 SW 10th Ave	12434617350010090	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
45	27 SW 10th Ave	12434617350010100	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
46	31 SW 10th Ave	12434617350010110	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
47	35 SW 10th Ave	12434617350010120	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
48	39 SW 10th Ave	12434617350010130	Pick up trash, cut, trim and haul away debris and	Twice		Twice	

			clippings				
49	23 SW 11th Ave - Double Lot	12434617230080140	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
50	138 SW 11th Ave	12434617230060220	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
51	14 SW 12th Ave	12434617180020210	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
52	15 SW 12th Ave	12434617230050130	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
53	18 SW 12th Ave	12434617180020220	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
54	27 SW 12th Ave	12434617230050160	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
55	110 SW 12th Ave	12434617180030150	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
56	132 SW 14th Ave	12434617190020200	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
57	129 SW 14th Ave (Lot 8)	12434617200000080	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
58	131 SW 14th Ave (Lot 9)	12434617200000090	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	

59	137 SW 14th Ave (Lot10)	12434617200000100	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
60	229 SW 14TH Ave	12434617190040081	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
61	231 SW 14th Ave	12434617190040082	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
62	233/235 SW 14th Ave	12434617190040090	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
63	238 SW 14th Ave	12434617190030101	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
64	702 SW 2nd Ter	12434617310000210	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
65	703 SW 2nd Ter	12434617310000200	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
66	704 SW 2nd Ter	12434617310000220	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
67	705 SW 2nd Ter	12434617310000190	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
68	708 SW 2nd Ter	12434617310000230	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
69	709 SW 2nd Ter	12434617310000180	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	

70	712 SW 2nd Ter	12434617310000240	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
71	713 SW 2nd Ter	12434617310000170	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
72	716 SW 2nd Ter	12434617310000250	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
73	717 SW 2nd Ter	12434617310000160	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
74	700 SW 2nd Ct	12434617310000110	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
75	704 SW 2nd Ct	12434617310000130	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
76	704 SW 2nd Ct	12434617310000120	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
77	708 SW 2nd Ct	12434617310000120	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
78	712 SW 2nd Ct	12434617310000140	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
79	716 SW 2nd Ct	12434617310000150	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
80	701 SW 3rd St	12434617310000300	Pick up trash, cut, complete trim, weed maintenance and haul	Once		Twice	

			away debris and clippings				
81	705 SW 3rd St	12434617310000290	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
82	709 SW 3rd St	12434617310000280	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
83	717 SW 3rd St	12434617310000260	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
84	700 W Atlantic Ave	12434617020050010	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Weekly	
85	46 SW 9th Ave Parking Lot	12434617350010200	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings. Edging work shall be done only with string trimmers to protect the irrigation system.	Twice		Weekly	

86	46 SW 9th Ave Pocket Park and adjacent Roundabout	12434617350010200	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings. Edging work shall be done only with string trimmers to protect the irrigation system.	Twice		Weekly	
87	57 SW 5th Ave - Parking Lot (Listed as 32 SW 4th Ave)	12434617060290180	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Weekly	
88	95 SW 5th Ave – Parking Lot	12434617060290280	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Weekly	
89	77 NW 5th Ave – Parking Lot Only (Mount Olive Baptist Church, Listed as 40 NW 4th Ave)	12434617530000010	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Weekly	
90	23 NW 10th Ave	12434617420100020	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
91	135 NW 5TH Ave - West Settlers Building	12434617650010010	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Weekly	

		12434617650010020	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings				
		12434617650020010	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings				
		12434617650020020	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings				
		12434617650020030	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings				
		12434617650020040	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings				
92	34 NW 6th Ave	12434617010120190	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Weekly	
93	313 NE 3rd Street - Warehouse	12434616010890380	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Weekly	
94	362 NE 3rd Ave - Parking Lot	12434616010810230	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Weekly	

95	215 SE 2 nd Ave	12434616040870060	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
95	219 SE 2 nd Ave	12434616040870070	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
96	46 SW 6th Ave	12434616010130190	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
97	125 SW 5th Ave	12434616010300051	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
98	129 SW 5th Ave	12434616010300052	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
99	26 SW 6th Ave	12434616010130140	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
100	28 SW 8th Ave	12434617350020110	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
101	15 NW 9th Ave	12434617220020080	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	

102	27 NW 10th Ave	12434617260030060	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
103	Vacant Lot, N 1000 Blk, W Atlantic Ave	12434617170020020	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
104	37 SW 7th Ave	12434616010130060	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
105	NW 8th Ave	12434616010020220	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
106	606 W Atlantic Ave – (Shulers Memorial)	12434616010130090	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Weekly		Weekly	
107	618 NW 1st St	12434617010120220	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
108	23 NW 9th Ave	12434617220020040	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
109	29 SW 6th Ave	12434616010210030	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	

110	Block 13 Alley – Between SW 6th Ave and SW 7th Ave	12434616010130240	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
111	46 SW 8th Ave – (Occupied/Rental)	12434617420090030	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
112	19 NW 10th Ave – (Occupied/ Rental)	12434617420100010	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
113	260 NW 9th Ave	12434617250010320	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
114	36 SW 6th Ave – (Occupied/ Rental)	12434616010130170	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
115	238 SW 6th Ave	12434616010150320	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
116	SW 7th Ave	12434616010080350	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
117	SW 7 th Ave	12434616010080370	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	

118	SW 7 th Ave	12434616010080340	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
119	SW 7 th Ave	12434616010080330	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
120	SW 7 th Ave	12434616010080320	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
121	322 SW 7 th Ave	12434616010080310	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
122	SW 4 th St	12434616010080260	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
123	SW 4 th St	12434616010080270	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
			TOTAL				

**ATLANTIC AVENUE GATEWAY FEATURE LANDSCAPING MAINTENANCE
ANNUAL CONTRACT SCHEDULE OF PRICING
FOR AREA #1 – NORTH SIDE**

Bid No. CRA 2017-07

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	Mowing, Line Trimming (4 times month April – Nov) (3 times a month Dec. – March)	44	\$ _____	\$ _____
2	Edging (every other mowing cycle)	22	\$ _____	\$ _____
3	Weed Control (Shrub Beds) (twice a month)	24	\$ _____	\$ _____
4	Pruning <ul style="list-style-type: none"> a. Shrubs (once a month) b. Trees & Palms (once a month) c. Accent Trees (every other month) 	12 12 6	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
5	Litter Control (5 days a week, Monday thru Friday)	260	\$ _____	\$ _____
6	Chemical Applications <ul style="list-style-type: none"> a. Turf Insecticide Program (two times a year) b. Shrub Insecticide Program c. Fire Ant Control d. Disease Control e. Turf Fertilizer – St. Augustine and Celebration sod (two times a year) See page 23, section 2.1 	. 2 2 1	\$ _____ (as needed, see rates for additional work) (as needed, see rates for additional work) (as needed, see rates for additional work) \$ _____ \$ _____	\$ _____ \$ _____ \$ _____

	f. Turf Fertilizer – St. Augustine			
	g. St. Augustine Weed & Feed (twice a year)	2	\$ _____	\$ _____
	h. St. Augustine Insect Fertilizer combination – (twice a year)	2	\$ _____	\$ _____
	i. Shade Tree Fertilization (twice a year)	2	\$ _____	\$ _____
	j. Palm Tree Fertilization (four times a year – see page 27 section #j)	4	\$ _____	\$ _____
	k. Shrub Fertilization (three times a year – see page 27, section #k)	3	\$ _____	\$ _____
7	Mulch (three times a year)	3	\$ _____	\$ _____
	GRAND TOTAL AREA #1 (Items 1 thru 7)		\$ _____	\$ _____

GRAND TOTAL BID PRICE AREA #1

Written Amount

**ATLANTIC AVENUE GATEWAY FEATURE LANDSCAPING MAINTENANCE
ANNUAL CONTRACT SCHEDULE OF PRICING
FOR AREA #2 – SOUTH SIDE**

Bid No. CRA 2017-07

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	Mowing, Line Trimming (4 times month April – Nov) (3 times a month Dec. – March)	44	\$ _____	\$ _____
2	Edging (every other mowing cycle)	22	\$ _____	\$ _____
3	Weed Control (Shrub Beds) (twice a month)	24	\$ _____	\$ _____
4	Pruning <ul style="list-style-type: none"> a. Shrubs (once a month) b. Trees & Palms (once a month) d. Accent Trees (every other month) 	12 12 6	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
5	Litter Control (5 days a week, Monday thru Friday)	260	\$ _____	\$ _____
6	Chemical Applications <ul style="list-style-type: none"> a. Turf Insecticide Program (twice a year) b. Shrub Insecticide Program c. Fire Ant Control d. Disease Control e. Turf Fertilizer – Bahia (twice a year) 	2 2	\$ _____ (as needed, see rates for additional work) (as needed, see rates for additional work) (as needed, see rates for additional work) \$ _____	\$ _____ \$ _____

	f. Turf Fertilizer – St. Augustine	1	\$ _____	\$ _____
	g. St. Augustine Weed & Feed (twice a year)	2	\$ _____	\$ _____
	h. St. Augustine Insect Fertilizer combination	1	\$ _____	\$ _____
	i. Shade Tree Fertilization (twice a year)	2	\$ _____	\$ _____
	j. Palm Tree Fertilization (four times a year)	4	\$ _____	\$ _____
	k. Shrub Fertilization (three times a year)	3	\$ _____	\$ _____
7	Mulch (three times a year)	3	\$ _____	\$ _____
	GRAND TOTAL AREA #2 (Items 1 thru 7)		\$ _____	\$ _____

GRAND TOTAL BID PRICE AREA #2 _____
Written Amount

**CRA LANDSCAPE MAINTENANCE ANNUAL CONTRACT
PRICING FOR ADDITIONAL WORK (IF NEEDED)**

Bid No. CRA 2017-07

13a	Sod Replacement (sq. ft. price)	\$ _____ per sq. ft.
13b	Plant & Tree Installation (labor per hour / per man)	\$ _____ per hr. per man
13c	Fertilizing (labor per hour / per man)	\$ _____ per hr. per man
13d	Additional Pest Control (price per 50 gallon application of insecticide)	\$ _____ per 50 gallons
	Additional Pest Control (price per 50 pound application of insecticide)	\$ _____ per 50 pounds
13e	Fire Ant Control (labor per hour / per man)	\$ _____ per hr. per man
	Federal ID # _____	

**CRA LANDSCAPE MAINTENANCE ANNUAL CONTRACT
WORK REFERENCES**

Bid No. CRA 2017-07

*Please complete this page or attach your reference page to this sheet.

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Contractors Name: _____

**CRA LANDSCAPE MAINTENANCE ANNUAL CONTRACT
BID SIGNATURE FORM**

Bid No. CRA 2017-07

PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR PROPOSAL)

The undersigned bidder certifies that this bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this bid.

*Name of Bidder (Firm Name as Registered with their State of origin)

Business Address: _____

Street Address (P.O. Box Address is not permitted)

City, State, Zip

Mailing Address: Check if Same as Business Address above

Street Address

City, State, Zip

Authorized Signature (Written)

Print Name and Title of Person Signing this Form

Date Telephone / Fax No.

Email Address of Authorized Signee: _____

VENDOR SERVICE REPRESENTATIVE FOR PLACEMENT OF ORDER

CONTACT NAME: _____

TELEPHONE: (_____) _____

EMAIL ADDRESS: _____

CRA LANDSCAPE MAINTENANCE ANNUAL CONTRACT CHECK LIST

Bid No. CRA2017-07

→**Please return** completed check list with bid submittal.

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Check List Form |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Completed Section C including all Schedules of Pricing
(For 12 Months of Service. <u>Check</u> for accuracy) |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Proof of Insurance (including Worker's Comp & Auto) |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | References |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | List of Equipment |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Bid Signature Form |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Business Tax Receipt (may apply for after award) |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Pesticide Applicators License |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Subcontractor Information (if any) |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Addenda Acknowledgement (if any) |
| <input type="checkbox"/> YES | <input type="checkbox"/> NO | Required Forms (Public Crimes Entity, Conflict of Interest, etc.) |

Vendor Name:

Thank you for your interest in the Delray Beach CRA

SECTION D

BID NUMBER CRA 2017-07

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR CONTRACT

AGREEMENT FOR LAWN MAINTENANCE SERVICES

THIS AGREEMENT made as of the _____ day of _____, 2017 by and between the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY (hereinafter called "OWNER"), and _____, a Florida Corporation, with a business address of _____, (hereinafter called "CONTRACTOR").

W I T N E S E T H:

In consideration of the mutual covenants, promises, and consideration hereinafter set forth, the OWNER and the CONTRACTOR agree as follows:

Article 1. Work.

- 1.1 The Contractor will perform work as shown in the "Scope of Work", which is attached to this Contract as **Exhibit "A"** and **Exhibit "B"**, and incorporated herein by reference.
- 1.2 Contractor shall perform the Scope of Work as identified in **Exhibit "A"** and **Exhibit "B"** attached hereto and made a part hereof, for one year, commencing on _____ and ending on _____. This Contract may be renewed for one (1) additional one (1) year term upon the execution of a written amendment to this Contract by both parties.
- 1.3 Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Contract, except as otherwise specifically provided for herein, and all work performed under this Contract shall be done in a professional manner.
- 1.4 Contractor hereby represents to Owner, with full knowledge that Owner is relying upon these representations when entering into this Contract with Contractor, that Contractor has the expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Contract.

- 1.5 Contractor hereby represents to Owner that Contractor is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, Contractor agrees to maintain such licenses during the term of this Agreement. If Contractor's license is revoked, suspended, or terminated for any reason by any governmental agency, Contractor shall notify the Owner immediately.
- 1.6 Contractor hereby agrees to conduct all work and services under this Agreement in accordance with all the applicable federal, state, and local laws or regulations. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the Owner to terminate this Agreement.

Article 2. Owner's Representative.

- 2.1 The Owner's Representative for this Contract shall be the CRA's Executive Director, or their authorized designee.
- 2.2 The Owner's Representative shall have general supervision and direction of the work. He/She has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He/She shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.
- 2.3 The Owner's Representative shall, upon presentation to him, make prompt decision in writing on all claims of the Owner or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

Article 3. Change in Scope of Work.

- 3.1 The Owner, without invalidating the Contract may order additions to or deduction from the work, the Total Contract Price being adjusted accordingly. If actual services to be provided differ from the Scope of Work provided for in the attached "Scope of Work", the Owner will pay the Contractor based on the agreed upon price. Any claim for extension of time, caused thereby shall be adjusted at the time of ordering such change. Any changes in the Scope of Work and/or the Total Contract Price shall be through the execution of a Change Order signed by both parties. Any change order which increases the Total Contract Price by more than \$15,000 shall require the approval of the Delray Beach Board of Commission.

Article 4. Subcontractors.

- 4.1 The Contractor shall, as soon as possible after the signing of the Contract, notify the Owner's Representative in writing of the names of all proposed Subcontractors for the work, said Subcontractors to be subject to the approval of the Owner's

Representative.

- 4.2 The Contractor agrees that he is as fully responsible to the Owner for the acts and omission of his Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by them.
- 4.3 Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

Article 5. General Conditions

- 5.1 The Contractor shall protect all materials and workers against injury from any cause and shall provide and maintain all necessary guards for the protection of the public. He shall be held responsible for his negligence in the prosecution of the work.
- 5.2 Upon completion, all debris and waste materials resulting from operations shall be removed from the project and disposed of legally by the Contractor.
- 5.3 The Contractor must comply with:
 - a. Executive Order No. 11246, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR, Chapter 60).
 - b. The Copeland "Anti-Kickback" Act (19 U.S.C., Section 874), as supplemented in U.S. Department of Labor Regulations (No. 29 CFR, Part 3).
 - c. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., Sections 327-330), as supplemented by U.S. Department of Labor Regulations (29 CFR, Part 5).
- 5.4 This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the Owner's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of

Contractor, which policies of Contractor shall not conflict with Owner or State policies, rules or regulations relating to the use of Contractor's Funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the Owner, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the Owner and the Owner will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

Article 6. Contract Price.

- 6.1 The Owner will pay the Contractor an amount not to exceed _____ and 00/100 Dollars (\$_____) (“Total Contract Price”), for all services contained in **Exhibit “A”** and **Exhibit “B”**, which is attached hereto and incorporated herein by reference, for performance of the Scope of Work. The Total Contract Price may be revised as provided herein, or by written agreement of the parties.

Article 7. Claims for Extra Cost.

- 7.1 If the Contractor claims that any instructions issued after the date of the Contract involves extra cost under the Contract, he shall give the Owner's Representative written notice thereof within two (2) days after the receipt of such instructions, and in any event before proceeding to execute the requested work. In cases of an emergency endangering life or property, the procedure shall then be as provided for Changes in the Scope of Work. No such claim for additional work shall be valid unless made in conformance with this Contract.
- 7.2 Extra work not included in Article 1 of this Contract, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units may be done at mutually agreed upon unit prices, or on a lump sum basis.

Article 8. Insurance Coverage. The amounts and types of insurance shall conform to the following minimum requirements:

- 8.1 Workers' Compensation. Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and Federal laws. In addition, the policy must include the following:
- a. Employers' Liability with a limit of \$100,000 each accident.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Delray Beach Community Redevelopment Agency with thirty (30) days written notice of cancellation and/or restriction.
 - c. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act

- 8.2 Comprehensive General Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
- a. Minimum Limits of total coverage shall be \$500,000 per occurrence combined single limit for Bodily Injury to be in said form with any excess coverage (and the carrier) to meet the \$500,000 minimum to be acceptable to the Delray Beach Community Redevelopment Agency.
 - b. Premises and/or Operations.
 - c. Independent Contractors.
 - d. XCU Coverage's.
 - e. Broad form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
 - f. Personal injury coverage with employee and contractual exclusions removed.
 - g. Additional Insured. The Delray Beach Community Redevelopment Agency and The City of Delray Beach is to be specifically included as an additional insured (including products).
 - h. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Delray Beach Community Redevelopment Agency with thirty (30) days written notice of cancellation and/or restriction.
- 8.3 Business Auto Policy. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance service Office and must include:
- a. Minimum Limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b. Owned Vehicles.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Delray Beach Community Redevelopment Agency and the City of Delray Beach Risk Management and Parks and Recreation Department with thirty (30) days written notice of cancellation and/or restriction.

Article 9. Indemnification. The Contractor shall indemnify, defend and hold harmless the Owner, the City of Delray Beach, and all of its officers, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees and costs at the trial and appellate levels arising out of or resulting from the performance of any work associated with this Contract, provided that the claim, damage, loss, and expense is allegedly caused in whole or in part by any negligent act or omission of Contractor, any sub-contractors, any one directly or indirectly employed by any one of them or any one for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Owner agrees to pay to the contractor the sum of Ten Dollars (\$10.00) and other good and valuable consideration as specified in accordance with the provisions of F.S.A. Section 725.06. Furthermore, the contractor acknowledges that the contract price includes said consideration for the indemnification provision.

Article 10. The Owner's Right to Terminate Contract.

- 10.1 If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of his insolvency, or if Contractor should fail to perform, except in cases for which extensions of time are provided, to supply enough properly skilled workman or proper materials, or if he should fail to make prompt payments to Subcontractors or for materials of labor, or persistently disregard laws, or ordinances or the instructions of the Owner's Representative, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the written notice of the Owner's Representative that sufficient cause exists to justify such action may, without prejudice to any other right or remedy and after giving the Contractor seven days' written notice, terminate the employment of the Contractor. In such cases the Contractor shall not be entitled to receive any further payment.
- 10.2 Notwithstanding the other provisions in this Section, the Owner reserves the right to terminate the Agreement at any time upon providing thirty (30) days written notice to the Contractor.

Article 11. Contractor's Right to Stop Work or Terminate Contract. If the work should be stopped under an order of any court, or other public authority for a period of three months, through an act or fault of the Contractor or of anyone employed by him, or if the Owner's Representative should fail to issue any estimate for payment within thirty days after it is due, or if the Owner should fail to pay the Contractor within 60 days of its maturity and presentation any sum certified by the Owner's Representative or awarded by arbitrators, then the Contractor may, upon seven days' written notice to the Owner and the Owner's Representative, stop work or terminate this Contract and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or materials plus reasonable profit and damages.

Article 12. Miscellaneous

- 12.1 The OWNER and the CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 12.2 Public Records.

(a) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA**

STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: 561-276-8640

E-mail address:

**Mailing address: 20 N. SWINTON, AVE. DELRAY
BEACH, FL 33444**

- (b) The CONTRACTOR shall comply with public records laws, as follows:
- (1) Keep and maintain public records required by the CRA to perform the service.
 - (2) Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CRA.
 - (4) Upon completion of the Agreement, transfer, at no cost, to the CRA all public records in possession of the CONTRACTOR or keep and maintain public records required by the CRA to perform the service. If the CONTRACTOR transfers all public records to the CRA upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

12.3 Legal Representation. It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Contract, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

- 12.4 Records. Contractor shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by Owner and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Contract. Incomplete or incorrect entries in such books and records will be grounds for disallowance by Owner of any fees or expenses based upon such entries.
- 12.5 Assignments; Amendments. This Contract, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of Owner. For purposes of this Agreement, any change of ownership of Contractor shall constitute an assignment which requires Owner approval. However, this Agreement shall run to the Owner and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 12.6 No Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 12.7 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the Owner designate the following as the respective places for giving of notice:

Owner: Jeff Costello, Executive Director
Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue
Delray Beach, FL 33444
Telephone Number (561) 276-8640

Facsimile Number (561) 276-8558

Copy To: Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Attn: David N. Tolces, Esq.
Telephone Number (561) 276-9400
Facsimile Number (954) 771-4923

Contractor: Contractor name and address

Telephone Number
Facsimile Number

- 12.8 Binding Authority. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- 12.9 Headings. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Contract.
- 12.10 Exhibits. Each Exhibit referred to in this Contract forms an essential part of this Contract. The exhibits if not physically attached should be treated as part of this Contract and are incorporated herein by reference.
- 12.11 Severability. If any provision of this Contract or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 12.12 Governing Law; Venue. This Contract shall be governed by the laws of the State of Florida with venue for any litigation filed to enforce any rights, obligations, or duties under this Contract lying in Palm Beach County, Florida.
- 12.13 Extent of Contract. This Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.
- 12.14 Waiver. Failure of the Owner to insist upon strict performance of any provision or condition of this Contract, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision,

CONTRACTOR:

ATTEST:

By: _____

Print Name: _____

Title: _____

Signature

(Name and Title Printed or Typed)

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the company, and that the instrument is the act and deed of that company. He is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
SCOPE OF WORK

CRA OWNED PROPERTIES LANDSCAPING MAINTENANCE ANNUAL CONTRACT SPECIFICATIONS
--

Bid No. CRA 2017-07

A) SCOPE OF WORK: Furnish all insurance, licenses, labor, vehicles, materials, and equipment necessary to mow and trim vegetation, accumulate, remove and dispose of all trash, garbage and debris, cut and removal of all fallen, dead, or diseased trees, etc. from or on specific vacant lots or occupied properties in Exhibit "A" pursuant to the terms of the Contract. This includes rights-of-way or easements adjacent to the properties.

Contractor must perform the following services within the time limits specified below:

1. Monthly (once per month)/semimonthly (twice per month), per schedule provided in Exhibit "A" - Mowing of vacant parcels of land and abutting right-of-ways and alleys including trimming of weeds and grass along seawalls, fences, hedges, and similar property boundary barriers, and by fire hydrants, telephone poles, trees, etc. Trimming vegetation on other areas of lot by utilizing hand-held trimmers due to terrain not permitting use of mowers or other equipment.
2. Weekly/semimonthly (twice per month), per schedule provided in Exhibit "A" - Mowing of improved/developed parcels of land and abutting right-of-ways and alleys including trimming of weeds and grass along seawalls, fences, hedges, and similar property boundary barriers, and by fire hydrants, telephone poles, trees, etc. Trimming vegetation on other areas of lot by utilizing hand-held trimmers due to terrain not permitting use of mowers or other equipment. Maintenance of these properties includes weed control and semiannual application of fertilizer.
 - a. Mulching – Two inches of shredded mulch shall be applied to planting beds of the three times a year in March, July and November. A granular pre-emergent herbicide shall be applied to all shrubs beds prior to the application of mulch. Beds will be clean of weeds when new mulch is applied.
 - b. Weed Control – Contractor is responsible for keeping all improved/developed parcels weed-free at all times. Weeds are to be completely removed from all turf, shrub, ground cover, plant beds, tree ring and paver brick areas during the contract period, using manual or chemical methods.

3. Semimonthly miscellaneous services: Accumulating, boxing, bagging or bundling trash of all types and properly disposing of same; spreading dirt or other spoils; cutting and removing dead, diseased or fallen trees.
4. Prices for individual jobs must be submitted within two (2) business days after receiving instructions from the Owner. Work must be completed within five (5) business days of receipt of notice to proceed unless a job is classified as an "Emergency" in which case, IT MUST BE COMPLETED WITHIN TWO (2) CALENDAR DAYS, EXCLUDING SUNDAYS AND HOLIDAYS, OF NOTICE TO PROCEED FROM THE OWNER. Failure to submit prices or complete work on a timely basis will result in the assignment of the work to another vendor. For all work to be done, the Owner will be given first priority.
5. On the Monday of each week a schedule must be emailed or delivered to the CRA office denoting the date and address of the properties to be maintained during the week. Owner's personnel will conduct an inspection and contact the Contractor with any discrepancies.
6. Each invoice for monthly work must show the date the work was completed, the location/address, and an itemization of each service rendered. Supporting invoices required must be attached to the Contractor's invoices submitted for payment. Under no circumstances are invoices to be presented for payment prior to completing jobs. Owner's personnel will conduct an inspection before payment is authorized. If the work is deemed to be unsatisfactory, the Contractor will be advised, at which time the Contractor will have two (2) workdays to complete the work. If the Contractor fails to properly complete the work on a timely basis, another vendor will be assigned to do the job. No payment will be made for incomplete, improper, incorrect, unsatisfactory, or defective work. The successful Contractor must be available within 24 hours to perform emergency services. AN EMERGENCY JOB MUST BE COMPLETED NO LATER THAN TWO (2) WORK DAYS AFTER JOB IS ASSIGNED.
7. The CONTRACTOR shall commence the performance of the Scope of Work for the Atlantic Avenue Gateway Feature only upon receipt of a Notice to Proceed signed by the Owner.

B) QUANTITIES: The attached property list is complete at time of execution of this Contract. The Owner may add or remove properties from this list as provided by the Contract

C) CONTRACT PERIOD: ONE YEAR (Starting on or about _____ and expiring one year later (_____)), with one additional one year renewal possible.

D) SCOPE OF WORK: Furnish all insurance, licenses, labor, vehicles, materials, and equipment necessary to mow and trim vegetation, accumulate, remove and dispose of trash, garbage and debris, cut and remove fallen, dead, or diseased trees, etc. from or on specific vacant lots or occupied properties as designated by the Owner pursuant to the terms of the Contract. This includes, among other requirements, that accumulations of litter, weeds and grass in excess of 12 inches; dead trees; certain spoils, etc. on property in the city are in violation including contiguous rights-of-way or easements.

Contractor must be able to perform the following services within the time limits specified below:

8. Monthly (once per month)/Semimonthly (twice a month), per schedule provided in Exhibit "C" - Mowing of vacant parcels of land and abutting right-of-ways and alleys including trimming of weeds and grass along seawalls, fences, hedges, and similar property boundary barriers, and by fire hydrants, telephone poles, trees, etc. Trimming vegetation on other areas of lot by utilizing hand-held trimmers due to terrain not permitting use of mowers or other equipment.
9. Weekly/Semimonthly (twice per month), per schedule provided in Exhibit "C" - Mowing of improved/developed parcels of land and abutting right-of-ways and alleys including trimming of weeds and grass along seawalls, fences, hedges, and similar property boundary barriers, and by fire hydrants, telephone poles, trees, etc. Trimming vegetation on other areas of lot by utilizing hand-held trimmers due to terrain not permitting use of mowers or other equipment. Maintenance of these properties includes weed control and semiannual application of fertilizer.
 - c. Mulching – Two inches of shredded mulch shall be applied to planting beds of the three times a year in March, July and November. A granular pre-emergent herbicide shall be applied to all shrubs beds prior to the application of mulch. Beds will be clean of weeds when new mulch is applied.
 - d. Weed Control – Contractor is responsible for keeping all improved/developed parcels weed-free at all times. Weeds are to be completely removed from all turf, shrub, ground cover, plant beds, tree ring and paver brick areas during the contract period, using manual or chemical methods.
 - e. Irrigation - Irrigation systems will be checked upon each mowing operation to ensure no damage to heads or valves. Any leads or valves damaged by Contractor in the act of mowing will be replaced by Contractor at his cost. All

systems shall be inspected weekly by CRA personnel. Cost of replacement will be charged to maintenance contractor and performed by the CRA irrigation maintenance crews.

To further protect the irrigation system located within the properties identified on Map as #85 and #86 (SW 9th Avenue Pocket Park and adjacent Parking Lot), edging shall only be done by using string trimmers.

10. Litter and Debris Control:

- a. Litter removal shall apply to ALL areas such as, but not limited to; turf areas, plant beds, hardscape maintenance areas, paver blocks and dyed/ decorative concrete walks. Litter removal is required five (5) days a week Monday thru Friday. Litter is to be completed prior to eleven o'clock (11:00 am) as a maintenance function and before each mowing.
- b. Litter and debris shall be completely removed off site from all contract areas as a regular requirement of debris control on a daily basis and disposed of in accordance with City ordinances. Litter and debris may not be stored on site.
- c. Litter to be removed includes but is not limited to paper, glass, trash, undesirable material, dead animals, cigarette butts, dead vegetation or debris (unauthorized paper signs), etc. deposited or blown onto the sites. Palm fronds, tree limbs and leaves shall also be removed with each mowing operation.
- d. Litter removal from turf areas and plant beds and designated R.O.W. areas shall be complete prior to each mowing operation in the same day, and shall be done five (5) days a week, Monday thru Friday. Clean-up must be completed BEFORE 11:00 A.M.
- e. Litter is to be removed entirely from the sites and disposed of in accordance with City Ordinances.
- f. Note: Failure to pick up will result in a \$50.00 a day fault fee, as long as debris remains. This will be determined by Owner Designee.

11. Semimonthly miscellaneous services in addition to Litter and Debris Control: Accumulating, boxing, bagging or bundling trash of all types and properly disposing of same; spreading dirt or other spoils; cutting and removing dead, diseased or fallen trees.

12. After receiving instructions from the Owner, remove certain types of trash, garbage, and other discarded materials from properties and disposing of same at an authorized disposal facility. Charges must be identified on an invoice with the

number of cubic yards specified. An invoice from the disposal facility is required.

13. Prices for individual jobs must be submitted within two (2) workdays after receiving instructions from the owner. Work must be completed within five (5) workdays of receipt of notice to proceed unless a job is classified as an "Emergency" in which case, IT MUST BE COMPLETED WITHIN TWO (2) WORKDAYS OF NOTICE TO PROCEED FROM THE OWNER. Failure to submit prices or complete work on a timely basis will result in the assignment of the work to another vendor. For all work to be done, the owner will be given first priority.
14. Each invoice for monthly work must show the date the work was completed, the location/address, and an itemization of each service rendered. Supporting invoices required must be attached to the Contractor's invoices submitted for payment. Under no circumstances are invoices to be presented for payment prior to completing jobs. Owner's personnel will conduct an inspection before payment is authorized. If the work is deemed to be unsatisfactory, the Contractor will be advised, at which time the Contractor will have two (2) workdays to complete the work. If the Contractor fails to properly complete the work on a timely basis, another vendor will be assigned to do the job. No payment will be made for incomplete, improper, incorrect, unsatisfactory, or defective work. The successful Contractor must be available within 24 hours to perform emergency services. AN EMERGENCY JOB MUST BE COMPLETED NO LATER THAN TWO (2) WORK DAYS AFTER JOB IS ASSIGNED.

E) QUANTITIES: The attached property list in Exhibit "C" is complete at the time of this "Request for Bids." The Owner may add or remove properties from this list at its own discretion.

**EXHIBIT "B"
SCOPE OF WORK**

**ATLANTIC AVENUE GATEWAY FEATURE LANDSCAPING MAINTENANCE
ANNUAL CONTRACT SPECIFICATIONS**

Bid No. CRA 2017-07

1.0 CHEMICAL EDGING: "Landscape Maintenance Weed Control"

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

2.0 WEED CONTROL: Contractor responsible for keeping all areas weed-free at all times.

- a. Weeds are to be completely removed from all turf, shrub, ground cover, flowerbed; tree ring and paver block areas during the contract period. Entire are under contract shall remain **weed-free** at all times using manual or chemical methods.
- b. Weeds growing from curb joints or other concrete areas shall be chemically treated and removed after the herbicide has translocated to the roots if they are large enough to be a visual eyesore.
- c. There shall be no run-off of chemicals into adjacent roadways, gutters, planting areas or other hard surfaces.
- d. Contractor may use contact herbicides for spot killing of weeds.
- e. Weeds are to be mowed, trimmed or edged from turf areas as part of turf care operations. Weeds are to be manually or mechanically removed from ground cover each mowing cycle.

Note: Manuel or chemical application to control weeds or replace sod.

2.1 FERTILIZING / PEST CONTROL SCHEDULE:

January	2 nd week	20-0-10
April	2 nd week	weed and feed LESCO or equal grade
July	2 nd week	24-0-11
Oct.	2 nd week	20-0-10
Jan-Dec.	2 nd week	Spray application of fungicide as needed
Jan-Dec.	2 nd week	Spray application of Herbicide/pesticide as needed
June	3 rd week	Aerification (Plugs must be dragged)
July	2 nd week	24-0-11

September	1 st week	Aerification (Plugs must be dragged) Spray Application of Pre-M
October	2 nd week	20-0-10
November	4 th week	20-0-10
December	3 rd week	Aerification (Plugs must be dragged)

Note: Insect control to be done on an as needed basis. If, in the opinion of the Parks and Recreation Department, there is damage to turf by insects or pests, Contractor must replace the sod.

2.2 **VINE CONTROL:** Trees, palms and other plant material shall be kept free of vine growth at all times. These areas are to be inspected and addressed with each mowing.

- a. Light poles, power poles, signs and other such fixtures shall be kept free of vine growth at all times. These areas are to be inspected and addressed with each mowing.
- b. Chemical applications may be used to kill vines in and around all trees, palms, other plants, light poles, power poles, signs and other fixtures. Chemicals shall be applied in such a way as to limit drift. Contractor is responsible for replacement of all damaged "non-target" plant material within one week of Owner notification.

3.0 **PRUNING:** General Pruning Operations:

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

4.0 **TREE MAINTENANCE:**

- a. Trees are to be pruned **once a month** to control suckers or water sprouts and throughout the first year following installation, to establish proper structure; thereafter only corrective pruning **as needed**, for damaged, dead, crossing branches, obstruction or aesthetics is needed. Trees must be trimmed to provide clearance of no less than ten (10) feet at all times.
- b. Flowering trees are to be pruned only after their bloom cycles are complete.

5.0 **PALM MAINTENANCE:**

- a. Remove and dispose of off-site all inflorescences, and dead or damaged fronds; invading vines and weeds in boots or on trunk shall also be removed. Frond boots are to be removed consistent with previous pruning cuts to ensure uniformity in appearance. Unless specifically authorized by the Horticulturist/ Arborist or Contract Maintenance Supervisor, removals shall not exceed 9:00 a.m. to 3:00 p.m. This is to be performed for all palms throughout the contract area. Timing for inflorescence removal will vary by species; some will require year-round removals, others will be seasonal. Service will be billed **monthly** for inflorescence removal as needed.

**** SPECIAL NOTE:** All debris, limbs and fronds will be picked up the same day of pruning. Failure to pick up debris will result in a **\$50.00 per day** fault fee, as long as debris remains.

Note: ALL pruning to be performed by International Society of Arboriculture Certified Arborist ONLY.

5.1 **PRUNING TOOLS AND EQUIPMENT**

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

6.0 **LITTER AND DEBRIS CONTROL:**

- a. Litter removal shall apply to ALL areas such as, but not limited to; turf areas, plant beds, hardscape maintenance areas, paver blocks and dyed/ decorative concrete walks. Litter removal is required five days a week Monday thru Friday. Litter and debris control is to

be completed prior to eleven o'clock (11:00 am) as a maintenance function **and** before each mowing.

- b. Litter and debris shall be **completely removed off site** from all contract areas as a regular requirement of debris control on a daily basis and disposed of in accordance with City ordinances. Litter and debris may not be stored on site.
- c. Litter to be removed includes but is not limited to paper, glass, trash, undesirable material, dead animals, cigarette butts, dead vegetation or debris (unauthorized paper signs), etc. deposited or blown onto the sites. Palm fronds, tree limbs and leaves shall also be removed with each mowing operation.
- d. Litter removal from turf areas and plant beds and designated R.O.W. areas shall be complete prior to each mowing operation in the same day, and shall be done five (5) days a week Monday thru Friday. Clean-up must be completed BEFORE 11:00 A.M.
- e. Litter is to be removed entirely from the sites and disposed of in accordance with City of Delray Beach Ordinances.
- f. **Note: Failure to pick up will result in a \$50.00 a day fault fee**, as long as debris remains.

This will be determined by Owner Designee.

7.0 **IRRIGATION:**

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

8.0 **CHEMICAL PEST CONTROL:**

- a. Shrub, Tree, Groundcover Insect Control shall be for specific insects identified as problematic and treated as needed upon Owner authorization after consultation with the City of Delray Beach Parks and Recreation Department. Some specific insects to be controlled are aphids, scale and grasshoppers.
- b. Disease Control in turf and shrub areas will be by identification and diagnosis and application of appropriate fungicide or bactericide as needed upon authorization of the Owner and in consultation with the City of Delray Beach Parks and Recreation Department.
- c. Shade Trees Fertilization: trees are contained within shrub beds that will receive fertilizer along with shrubs. Other shall be fertilized in March and September with an **8-10-10 or 8-2-12**.
- d. Palm Tree Fertilization: Palms shall be fertilized in March with 13-3-13 palm fertilizer, in June, and October with a complete 12-2-14 palm fertilizer containing microelements at a rate of one (1) pound of fertilizer per inch of trunk diameter. An application in August at the rate of 1-5 pounds per palm, dependent on the trunk diameter, generally ½ pounds per inch of trunk diameter. Application of MG and MN sulfate in August.

- e. Shrub and Groundcover Fertilization shall be fertilized in April and September with **8-8-8** with **microelements** at the rate of $\frac{3}{4}$ pound of fertilizer per 100 sq. ft. of shrub area.

9.0 **GENERAL USE OF CHEMICALS: Special Note**

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

10.0 **MULCH**

Two inches of shredded non-cypress mulch (**not red mulch**) **shall be added** to planting beds three (3) times a year **in April, August and December**. A granular pre-emergent **herbicide shall be applied to all shrub beds PRIOR to the application of mulch**. Beds will be clean of weeds when new mulch is applied. **NO CYPRESS MULCH**

11.0 **REPLACEMENTS**

Owner shall replace any landscape, irrigation, or structures damaged by maintenance operations or due to neglect to perform these specifications and charge cost to maintenance contractor. **(Contractor will be notified prior to replacement of repair by Owner designee.)**

12.0 **DAMAGES**

Damage to landscape material due to any cause shall be immediately corrected by Contractor. This includes up righting and staking any fallen or leaning trees and palms; removal of dead or damaged material; and minor grading and replacement of sod displaced by vehicles. Any pits left from tree removal shall be filled with good soil and sod to match existing grade. **(Contractor must contact Owner designee within 24 hours of such repairs).**

13.0 **REPORTS**

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

14.0 **GENERAL:**

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

No maintenance shall be performed on weekends or during holidays unless requested in writing and approved by the Owner. Work shall be performed between the hours of 8:00 a.m. and 5:00 p.m.

Failure to respond to requests by Owner within 24 hours due to inadequate maintenance procedures, litter, limbs and other debris not removed will result in **\$50.00 a day deduction** from the following payment application.

Special attention will be given to specified areas prior to national holidays & special events to ensure that the site is at its best during these times. Contractor will check area two days prior to holiday and Special Events and verify that maintenance has been properly performed.

15.0 **ADDITIONAL WORK:**

- a. Sod Replacement: Contractor will supply sod replacement to the Owner on an “as needed” basis. Sod will be priced per sq. ft. of removal, grade and install.
- b. Plant and Tree Installation: Contractor will supply labor for installation of shrubs and trees as needed. Labor will be priced at an hourly rate per man.
- c. Fertilizing: Contractor will supply labor for additional fertilizing if needed. Labor will be priced on an hourly basis per man required.
- c. Additional Pest Control: Price per 50 gallons of insecticide or 50 pounds of granular insecticide per as needed application.
- e. Fire Ant Control: Will be done on an as needed basis with the use of Amdro or other insecticide labeled for fire and control.

** **SPECIAL NOTE:**

These prices will not be added in the contract bid but used on an “as needed” basis.

Owner designee references the City Horticulturist or the Parks and Recreation Director. The Horticulturist is referenced in above text for all maintenance requirements or establishment of standards.

FERTILIZER AND INSECTICIDE SCHEDULE

Shade/Accent Trees - Fertilize twice a year with LESCO 14-14-14 with micronutrients, or approved equal.

Bougainvillea/Shrubs - Fertilize three times a year, in March, July, and October with LESCO 10-10-10 with micronutrients, or approved equal.

**SCHEDULE # 1
MEDIAN FERTILIZER/HERBICIDE/PESTICIDE APPLICATION SCHEDULE**

Lesco Products or equal*	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
24-5-11 Turf Fertilizer	X												1
22-5-7 plus Atrazine			X							X			2
32-5-7 plus .74% Dursban						X					X		2
Dursban 2.32%				X				X					2

*approved equivalent

SCHEDULE # 2
FERTILIZER APPLICATION SCHEDULE FOR
SHADE TREES, PALM TREES AND SHRUBS

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
Shade Tree Fertilization 8-10-10 w/minors			X						X				2
Palm Tree Fertilization LESCO 13-3-13 with 1.5%-2% minor elements			X										1
Palm Tree Fertilization 12-2-14						X				X			2
Shrub Fertilization 12-6-8			X			X				X			3

EXHIBIT "C"

**CRA LANDSCAPE MAINTENANCE ANNUAL CONTRACT
CRA-OWNED PROPERTIES LOCATION MAP WITH MAINTENANCE SCHEDULE**

Bid No. CRA 2017-07

**CRA LANDSCAPE MAINTENANCE ANNUAL CONTRACT
CRA-OWNED PROPERTIES
SCHEDULE OF PRICING**

Bid No. CRA 2017-07

Address	PCN	Scope of Work	Freq/Month (Nov-April)	Price	Freq/Month (May-Oct)	Price
640 West Atlantic Ave	12434616010130220	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
805 West Atlantic Ave	12434617220010090	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
800 Block West Atlantic Ave (Lot west of 805 W Atlantic Ave)	12434617220010101	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
909 West Atlantic Ave	12434617420100030	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
105 SW 5th Ave	12434616010300014	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	

237 NW 5th Ave	12434616010260170	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
20 NW 6th Ave - Double Lot	12434616010120060	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
26 NW 6th Ave	12434617010120170	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
SW 6th Ave (Lot between 26 & 36 SW 6th Ave)	12434616010130160	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
48 SW 6th Ave	12434616010130200	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
9 NW 7th Ave	12434616010120090	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
27 NW 7th Ave	12434617010120250	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
31 NW 7th Ave	12434617010120240	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
11 SW 7th Ave	12434616010130010	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
12 SW 7th Ave	12434617020050210	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
13 SW 7th Ave	12434616010130020	Pick up trash, cut, trim and haul away debris and	Twice		Twice	

		clippings				
14 SW 7th Ave	12434617020050220	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
16 SW 7th Ave	12434617020050230	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
18 SW 7th Ave	12434617020050240	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
21 SW 7th Ave	12434616010130030	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
25 SW 7th Ave	12434616010130230	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
29 SW 7th Ave	12434616010130040	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
31 SW 7th Ave	12434616010130050	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
Vacant Fronting Lot(16 NW 8TH AVE)	12434617220010070	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
16 NW 8th Ave	12434617220010080	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	

NW 8th Ave (Double Lot behind/west of 20 NW 8th Ave) A	12434617220010060	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
NW 8th Ave (Double Lot behind/west of 20 NW 8th Ave) B	12434617220010030	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
20 NW 8th Ave	12434617220010040	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
13 SW 8th Ave - Double Lot	12434617020050120	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
19 SW 8th Ave	12434617020050150	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
20 SW 8th Ave	12434617420090020	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
35 SW 8th Ave	124346170200500170	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
26 NW 8th Ave - Double Lot	12434617260040190	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
34 NW 8th Ave	12434617260040210	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
38 NW 8th Ave	12434617260040220	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	

NW 9th Ave Sub-Standard Lot (North of 23 NW 9th Ave)	12434617220020010	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
NW 9th Ave Sub-Standard Lot (South of 23 NW 9th Ave)	12434617220020050	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
NW 9th Ave Lot (3rd Lot South of 23 NW 9th Ave, North of W Atlantic fronting Lots)	12434617220020090	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
23 SW 9th Ave - Quad Lot	12434617350020010	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
NW 10th Ave (2 Lots (one double-sized) south of Church Pkg Lot) A	12434617170020100	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
NW 10th Ave (2 Lots (one double-sized) south of Church Pkg Lot) B	12434617170020090	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
16 SW 10th Ave	12434617230080210	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
19 SW 10th Ave	12434617350010080	Pick up trash, cut, trim and haul away debris and	Twice		Twice	

		clippings				
23 SW 10th Ave	12434617350010090	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
27 SW 10th Ave	12434617350010100	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
31 SW 10th Ave	12434617350010110	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
35 SW 10th Ave	12434617350010120	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
39 SW 10th Ave	12434617350010130	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
23 SW 11th Ave - Double Lot	12434617230080140	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
138 SW 11th Ave	12434617230060220	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
14 SW 12th Ave	12434617180020210	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
15 SW 12th Ave	12434617230050130	Pick up trash, cut, trim and haul away debris and clippings	Twice		Twice	
18 SW 12th Ave	12434617180020220	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	

27 SW 12th Ave	12434617230050160	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
110 SW 12th Ave	12434617180030150	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
132 SW 14th Ave	12434617190020200	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
129 SW 14th Ave (Lot 8)	12434617200000080	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
131 SW 14th Ave (Lot 9)	12434617200000090	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
137 SW 14th Ave (Lot10)	12434617200000100	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
229 SW 14TH Ave	12434617190040081	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
231 SW 14th Ave	12434617190040082	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
233/235 SW 14th Ave	12434617190040090	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
238 SW 14th Ave	12434617190030101	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
702 SW 2nd Ter	12434617310000210	Pick up trash, cut, trim and haul away debris and	Once		Twice	

		clippings				
703 SW 2nd Ter	12434617310000200	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
704 SW 2nd Ter	12434617310000220	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
705 SW 2nd Ter	12434617310000190	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
708 SW 2nd Ter	12434617310000230	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
709 SW 2nd Ter	12434617310000180	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
712 SW 2nd Ter	12434617310000240	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
713 SW 2nd Ter	12434617310000170	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
716 SW 2nd Ter	12434617310000250	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
717 SW 2nd Ter	12434617310000160	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
700 SW 2nd Ct	12434617310000110	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	

704 SW 2nd Ct	12434617310000130	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
704 SW 2nd Ct	12434617310000120	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
708 SW 2nd Ct	12434617310000120	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
712 SW 2nd Ct	12434617310000140	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
716 SW 2nd Ct	12434617310000150	Pick up trash, cut, trim and haul away debris and clippings	Once		Twice	
701 SW 3rd St	12434617310000300	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
705 SW 3rd St	12434617310000290	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
709 SW 3rd St	12434617310000280	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
717 SW 3rd St	12434617310000260	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	

700 W Atlantic Ave	12434617020050010	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Weekly	
46 SW 9th Ave Parking Lot	12434617350010200	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings. Edging work shall be done only with string trimmers to protect the irrigation system.	Twice		Weekly	
46 SW 9th Ave Pocket Park and adjacent Roundabout	12434617350010200	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings. Edging work shall be done only with string trimmers to protect the irrigation system.	Twice		Weekly	
57 SW 5th Ave - Parking Lot (Listed as 32 SW 4th Ave)	12434617060290180	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Weekly	
95 SW 5th Ave – Parking Lot	12434617060290280	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Weekly	
77 NW 5th Ave – Parking Lot Only (Mount Olive Baptist Church,	12434617530000010	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Weekly	

Listed as 40 NW 4th Ave)						
23 NW 10th Ave	12434617420100020	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
135 NW 5TH Ave - West Settlers Building	12434617650010010	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Weekly	
	12434617650010020	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings				
	12434617650020010	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings				
	12434617650020020	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings				
	12434617650020030	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings				

	12434617650020040	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings				
34 NW 6th Ave	12434617010120190	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Weekly	
313 NE 3rd Street - Warehouse	12434616010890380	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Weekly	
362 NE 3rd Ave - Parking Lot	12434616010810230	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Weekly	
215 SE 2 nd Ave	12434616040870060	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
219 SE 2nd Ave -	12434616040870070	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
46 SW 6th Ave	12434616010130190	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
125 SW 5th Ave	12434616010300051	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	

129 SW 5th Ave	12434616010300052	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
26 SW 6th Ave	12434616010130140	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
28 SW 8th Ave	12434617350020110	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
15 NW 9th Ave	12434617220020080	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
27 NW 10th Ave	12434617260030060	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
Vacant Lot, N 1000 Blk, W Atlantic Ave	12434617170020020	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
37 SW 7th Ave	12434616010130060	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
23 SW 14th Ave	12434617280040240	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	

NW 8th Ave	12434616010020220	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
606 W Atlantic Ave – (Shulers Memorial)	12434616010130090	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Weekly		Weekly	
618 NW 1st St	12434617010120220	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
23 NW 9th Ave	12434617220020040	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
29 SW 6th Ave	12434616010210030	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
Block 13 Alley – Between SW 6th Ave and SW 7th Ave	12434616010130240	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
46 SW 8th Ave – (Occupied/Rental)	12434617420090030	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
19 NW 10th Ave – (Occupied/Rental)	12434617420100010	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	

260 NW 9th Ave	12434617250010320	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
36 SW 6th Ave – (Occupied/ Rental)	12434616010130170	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Twice		Twice	
238 SW 6th Ave	12434616010150320	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
SW 7th Ave	12434616010080350	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
SW 7 th Ave	12434616010080370	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
SW 7 th Ave	12434616010080340	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
SW 7 th Ave	12434616010080330	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
SW 7 th Ave	12434616010080320	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	

322 SW 7th Ave	12434616010080310	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
SW 4th St	12434616010080260	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
SW 4th St	12434616010080270	Pick up trash, cut, complete trim, weed maintenance and haul away debris and clippings	Once		Twice	
		TOTAL				

EXHIBIT "D"

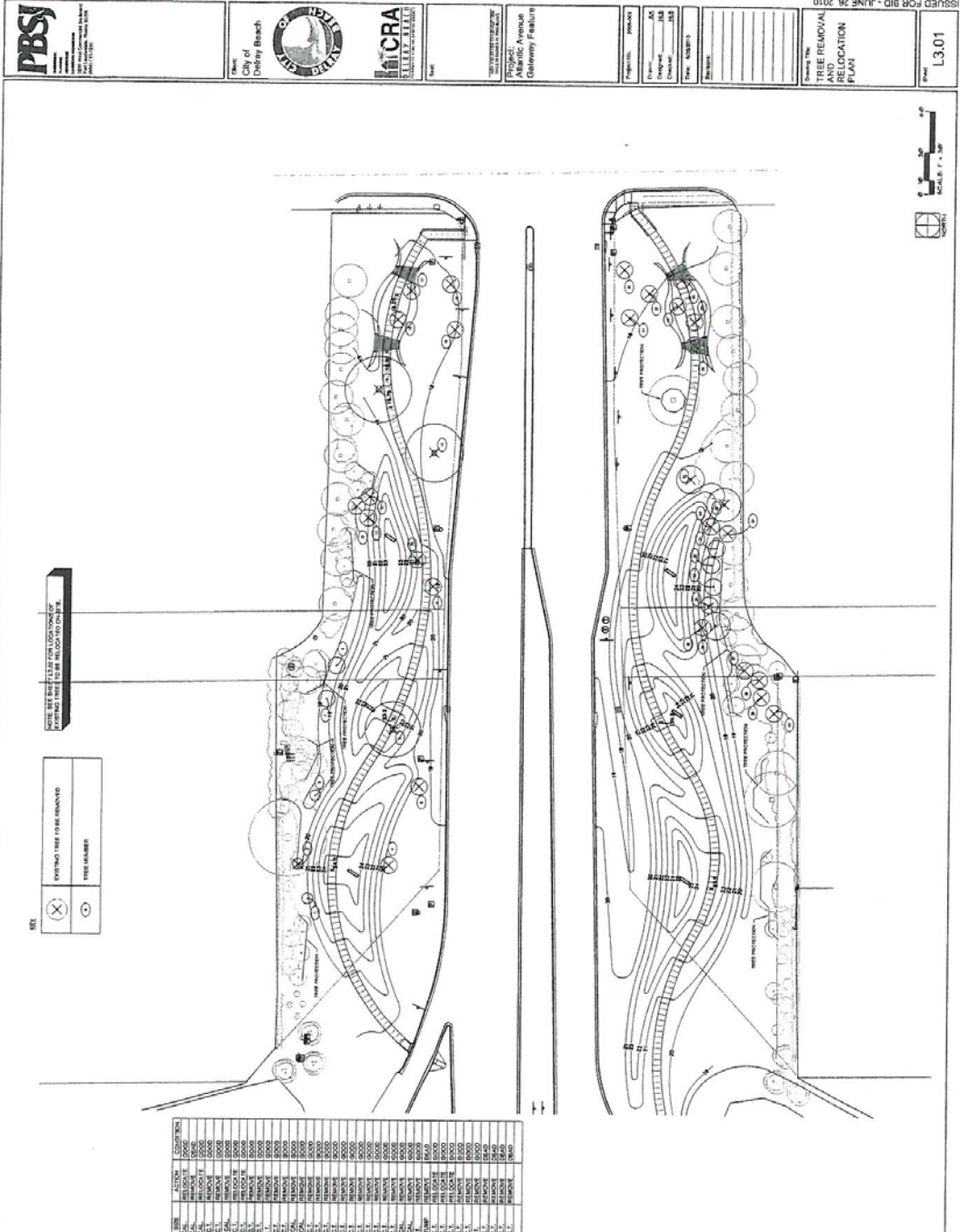
**CRA LANDSCAPE MAINTENANCE ANNUAL CONTRACT
ATLANTIC AVENUE GATE FEATURE LOCATION MAP**

Bid No. CRA 2017-07

General Location: Atlantic Ave - between N.W. 12th Avenue & S.W. 12th Avenue West to I-95 Inter-change



{00192602.1 655-0600180}



NO.	DATE	BY	DESCRIPTION
1	11/11/10	JLB	ISSUED FOR BID
2	11/11/10	JLB	REVISED
3	11/11/10	JLB	REVISED
4	11/11/10	JLB	REVISED
5	11/11/10	JLB	REVISED
6	11/11/10	JLB	REVISED
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99	11/11/10	JLB	REVISED
100	11/11/10	JLB	REVISED

PBSI
Professional Building Services, Inc.
10000 N.W. 15th Street, Suite 100
Delray Beach, FL 33433
Phone: 561-321-1100

City of
Delray Beach

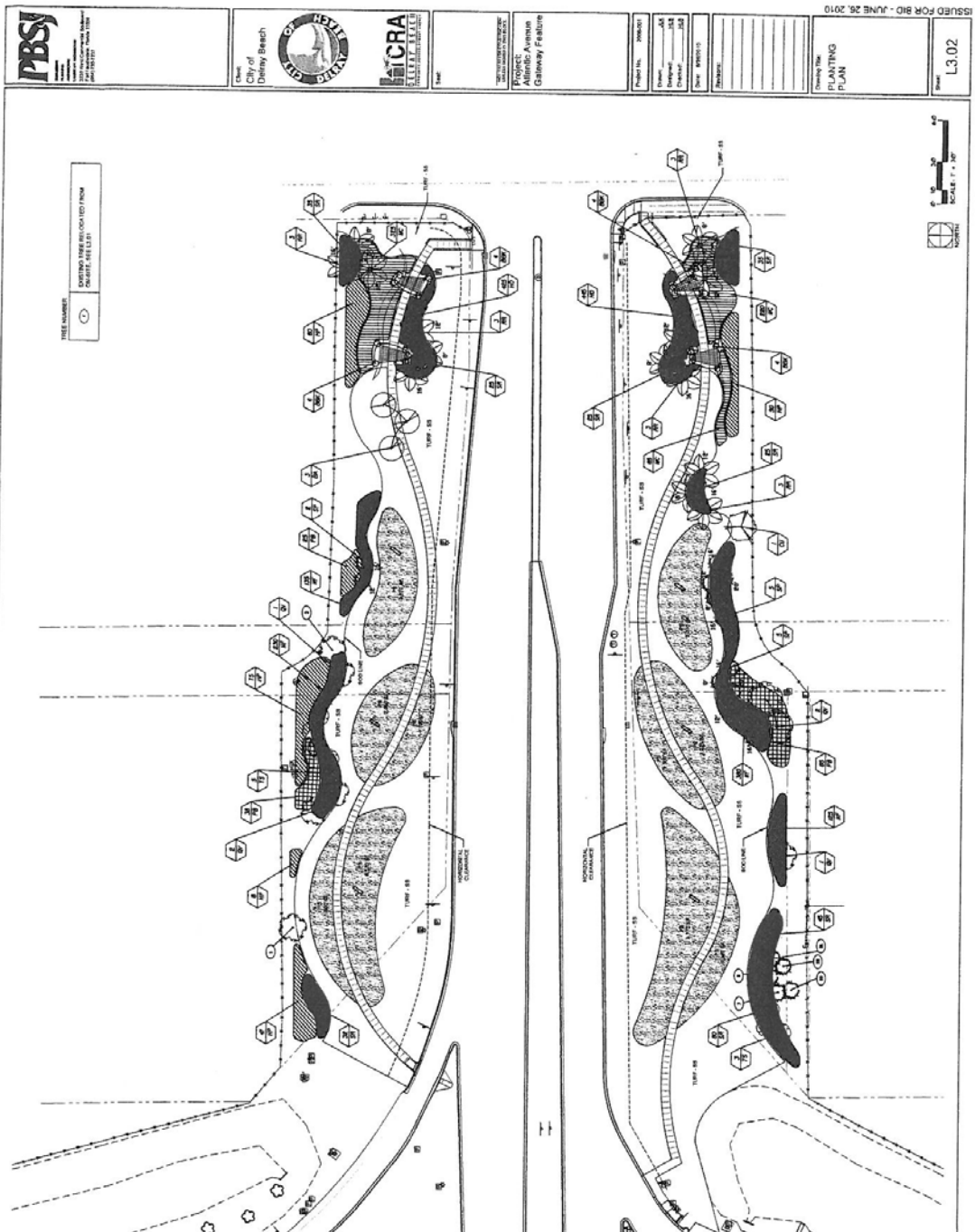
ICRA
INTERNATIONAL CITY REPAIR ASSOCIATION

Project: 10000000
Contract: JLB
Contract: JLB
Date: 11/11/10
Sheet: L3.01

Tree Removal and Relocation Plan

ISSUED FOR BID - JUNE 28, 2010

{00192602.1 655-0600180}

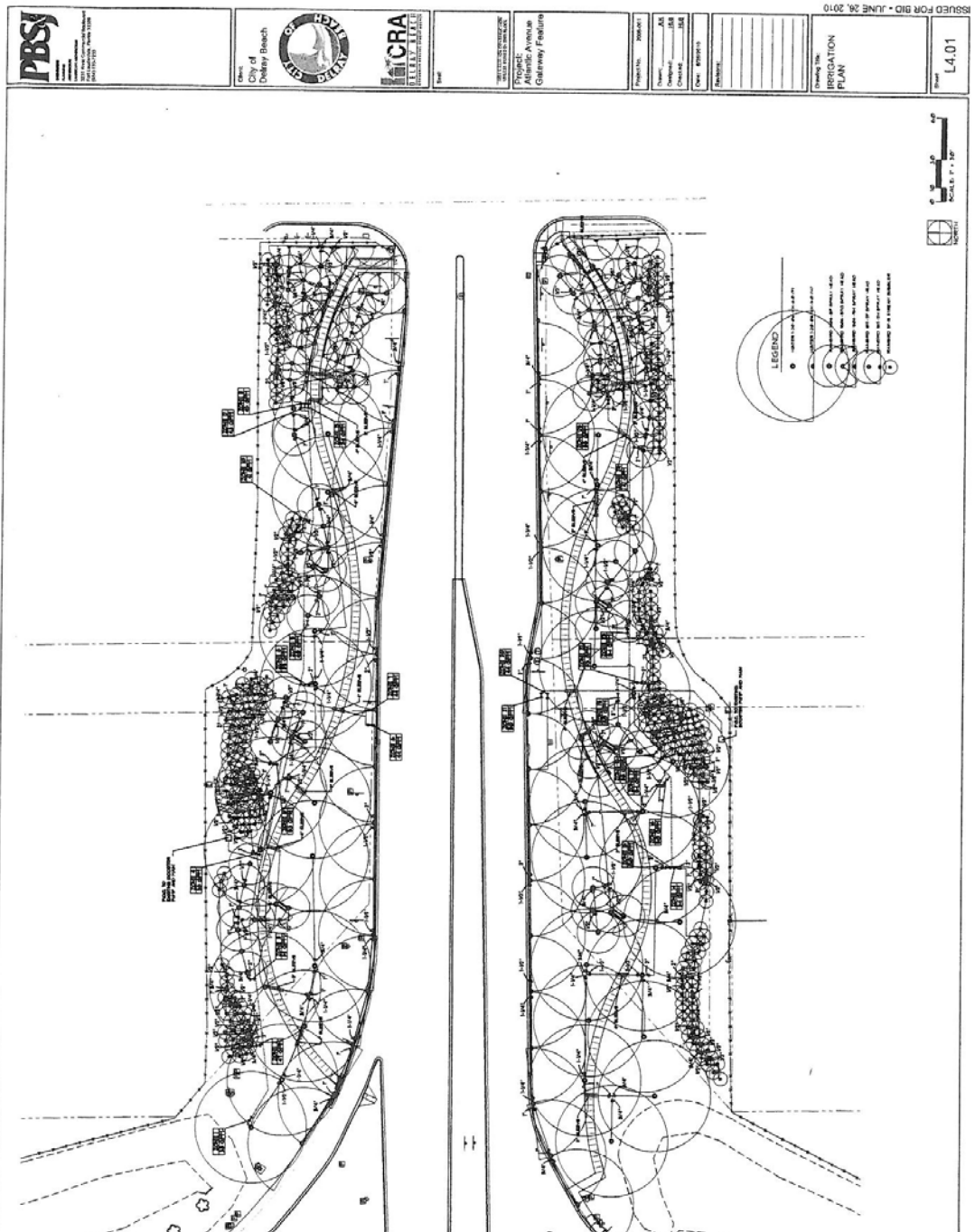


TREE NUMBER:
 EXISTING TREES (CIRCLED FROM
 DIGIT 4 FIELD)

PBSV Professional Business Services, Inc. 10000 Westpark Drive, Suite 100 Dallas, TX 75241 Tel: 972.992.2222	City of Dallas City of Dallas City of Dallas		CRRA CONSULTANTS 10000 Westpark Drive, Suite 100 Dallas, TX 75241 Tel: 972.992.2222	PROJECT: Atlantic Avenue Gateway Feature	Project No.: 2006001
					Designer: LAR Checker: LAR Date: 06/26/2010
Drawing Title: PLANTING PLAN					Sheet: L3.02

ISSUED FOR BID - JUNE 26, 2010

{00192602.1 655-0600180}



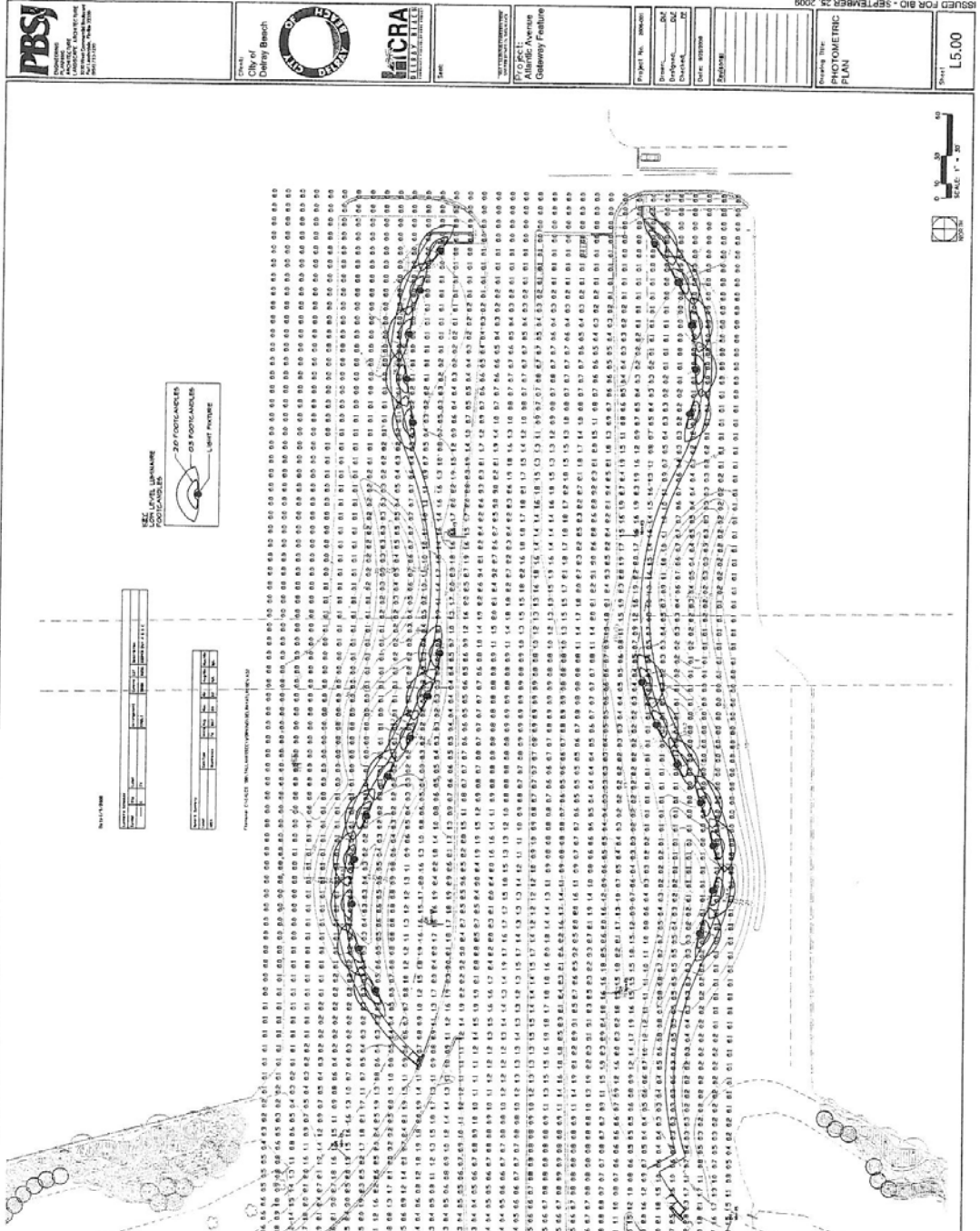
PROJECT: Atlantic Avenue Gateway Feature

DATE: 06/28/2010

ISSUED FOR BID - JUNE 28, 2010

Sheet L4.01

{00192602.1 655-0600180}



ISSUED FOR BID - SEPTEMBER 25, 2009



Project No.	0600180
Drawn	DW
Revised	DW
Date	08/05/09
Checked	

PHOTOMETRIC PLAN

Scale: 1" = 20'
L5.00

Delray Beach CRA BID OPENING TABULATION

BID NO: PROJECT NO: 2017-07		POSTING:				
TITLE: LANDSCAPE MAINTENANCE SERVICES ON PROPERTIES OWNED BY THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND THE ATLANTIC AVENUE GATEWAY FEATURE (CRA)						
VENDORS	CRA-owned properties November- April	CRA-owned properties May-October	Atlantic Avenue Gateway Feature Northside (AREA 1)	Atlantic Avenue Gateway Feature Southside (AREA 2)	Grand Total Bid Price Areas 1 & 2	TOTAL
	Bid Total	Bid Total	Bid Total	Bid Total	Grand Total	
	\$0	\$0	\$0	\$0	\$0	\$0
L.V. Superior Landscaping, Inc.	\$19,643.40	\$39,295.80	\$9,431.40	\$9,492.30	\$18,923.70	\$77,862.90
Sod Unlimited, Inc.	\$36,300.00	\$46,080.00	\$16,675.00	\$16,625.00	\$33,300.00	\$115,680.00

Reviewed By: _____ DJ Lee _____

EXHIBIT "B"

Contractor's Submitted Bid in response to
Delray Beach CRA's Invitation to Bid CRA No. 2023-02 Landscape Maintenance Services



**DELRAY BEACH
COMMUNITY REDEVELOPMENT AGENCY (CRA)**

**INVITATION TO BID (ITB)
CRA NO. 2023-02**

LANDSCAPE MAINTENANCE SERVICES

ISSUE DATE

Monday, May 1, 2023

VOLUNTARY PRE-BID MEETING

**Monday, May 8, 2023
9:30AM EST**

QUESTION SUBMITTAL DEADLINE

**Monday, May 15, 2023
5:00PM EST**

BID SUBMISSION DUE DATE AND TIME

**Thursday, June 1, 2023
2:00PM EST**

CONTACT

**CHRISTINE TIBBS, ASSISTANT DIRECTOR
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
20 NORTH SWINTON AVENUE
DELRAY BEACH, FL 33444
tibbsc@mydelraybeach.com
561-276-8640**

SECTION 5: BID FORMS AND AFFIDAVITS

BID FORMS AND AFFIDAVITS

The forms listed below shall be completed by an authorized agent of the Bidder having legal authorization to contractually bind the Bidder's company or firm. Each signature/acknowledgement represents a binding commitment upon the Bidder to provide the goods and/or services offered to the CRA if the Bidder is awarded the Contract.

- ✓ 1. Bid Submittal Page
- ✓ 2. Solicitation Summary Form
- ✓ 3. Acknowledgement of Addenda
- ✓ 4. Bid Submittal Signature Page
- ✓ 5. Bid Pricing Form (Schedule of Values)
- ✓ 6. Conflict of Interest Disclosure Form
- ✓ 7. Scrutinized Companies Certification Pursuant to Florida Statutes § 287.135
- ✓ 8. Notification of Public Entity Crimes Law
- ✓ 9. Notification of Public Records Law
10. Drug-Free Workplace
- ✓ 11. Non-Collusion Affidavit

BID SUBMITTAL PAGE

This Bid Submittal Page and all following pages shall be included in the original Bid package.

Please also include any additional information or documentation as required by this ITB.

INSTRUCTIONS

Sealed Bids must be received by the CRA on or before the Bid Submission Due Date and Time via hard copy at the CRA Office, located at 20 N. Swinton Avenue, Delray Beach, Florida 33444. Normal business hours are 8:00 AM EST to 5:00 PM EST, Monday through Friday, except holidays. All Bids will be publicly opened at the CRA Office immediately after the Bid Submission Due Date and Time unless otherwise specified.

Each Bid submitted to the CRA shall have the following information clearly marked on the face of the package: Bidder's name, return address, ITB number, Bid Submission Due Date, and the title of the Bid. Included in the package shall be one (1) hard copy clearly identified as the "Original" that include signed originals of all required forms, and one (1) electronic version of the Bid on a Universal Serial Bus (USB) drive in legible and searchable PDF format. If any of the required forms are not included in the Bid and/or are not signed or if any of the required information is not included in the Bid, the CRA may deem the Bid non-responsive. Bids deemed non-responsive are not evaluated or considered by the CRA.

ITB CRA No.: 2023-02

Title: Landscape Maintenance Services

Due Date and Time: June 1, 2023 @ 2:00 PM EST

Soo Unlimited Inc Willie Johnson President
Name of Bidder

SOLICITATION SUMMARY FORM

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Bid 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 CRA determines that the information contained in your Bid is different from the information on this Solicitation Summary Form, the CRA 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 CRA No. 2023-02

Title: Landscape Maintenance Services

Due Date and Time: June 1, 2023 @ 2:00PM EST

Name of Bidder: Soo Unlimited Inc

Address: 3029 Cortez Lane Delray Beach 33445

Bid Amount (Annual): \$ 92,640.00 w

Written Bid Amount (Annual): Ninety two thousand six hundred forty dollars w

Bid Amount (Monthly): \$ 7720.00 w

Written Bid Amount (Monthly): Seventy seven hundred twenty dollars w

Authorized Agent Name and Title: Willie Johnson President

Authorized Agent Signature: Willie Johnson

Date: 5/30/2023

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

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

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES, AND SIGN

PART I:

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

Addendum #1, Dated MAY 24, 2023

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Soo Unlimited Inc

Name of Bidder

Willie Johnson

Authorized Agent Signature

Willie Johnson President

Name and Title of Authorized Agent (Print or Type)

5/30/2023

Date

BID SUBMITTAL SIGNATURE PAGE

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

Name of Bidder:

Soo Unlimiteds Inc

Street Address:

3029 Cordes Lane Delray Beach FL 33445

Mailing Address (if different than Street Address):

P.O. Box 6153 Delray Beach FL 33482

Telephone Number(s): 561 441-1959

Fax Number(s): 561 276-0121

Email Address: soo Unlimiteds@yahoo.com

Federal Employer Identification Number: 65-0880535

Bidder recognizes the Prompt Payment Terms as stated in the ITB documents: YES NO

Signature: Willie Johnson
(Signature of Authorized Agent)

Authorized Agent Name: Willie Johnson

Title: President

By signing this document, the Bidder agrees to all Terms and Conditions of this Bid 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 90 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 BID SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY 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.

BID PRICING FORM

1. PRICE

Bidder shall indicate the firm and fixed price offered to the Delray Beach Community Redevelopment Agency for the work described in this Bid Solicitation.

2. SCHEDULE OF VALUES

Bidder shall submit a Schedule of Values supporting the Bid Price using the Property List provided in Exhibit A.

The Schedule of Values shall include the price per Property to perform the necessary landscape maintenance services, as required by the ITB.

BID PRICE:

\$ 92,640.00
DOLLAR AMOUNT (ANNUAL FOR ALL PROPERTIES)

Ninety two thousand six hundred forty Dollars.
WRITTEN DOLLAR AMOUNT (ANNUAL FOR ALL PROPERTIES)

\$ 7720.00
DOLLAR AMOUNT (MONTHLY FOR ALL PROPERTIES)

Seven thousand seven hundred twenty Dollars
WRITTEN DOLLAR AMOUNT (MONTHLY FOR ALL PROPERTIES)

NOTE:

Where there is a discrepancy between the dollar amount and the written dollar amount, the dollar amount will prevail.

Where there is a discrepancy between the annual dollar amount and the monthly dollar amount, the monthly dollar amount will prevail.

Soo Unlimited Inc
Bidder Name

Willie Johnson 5/30/23
Authorized Agent Signature Date

Willie Johnson President
Authorized Agent Printed Name and Title

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of Delray Beach Community Redevelopment Agency ("CRA").

Furthermore, all Bidders must disclose the name of any CRA employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the CRA the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any CRA duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Soo Unlimited Inc
Bidder Name

Willie Johnson
Authorized Agent Signature

Willie Johnson President
Authorized Agent Name and Title (Print or Type)

5/30/2023
Date

**SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO
FLORIDA STATUTES § 287.135**

I, Willie Johnson President on behalf of Soa Unlimited Inc
Print Name and Title Company Name

certify that Soa Unlimited Inc does not:
Company Name

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

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

Section 287.135, *Florida Statutes*, prohibits the DBCRA from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

the DBCRA if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Sos Unlimited Inc
BIDDER/ COMPANY NAME

Willie Johnson
AUTHORIZED AGENT SIGNATURE

Willie Johnson
PRINT NAME

President
TITLE

Must be executed and returned with the Bid to be considered.

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged by:

Soo Unlimiteds Inc

Bidder Name

Willie Johnson

Authorized Agent Signature

Willie Johnson President

Authorized Name and Title (Print or Type)

5/30/2023

Date

PUBLIC RECORDS LAW

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

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

IF THE AWARDED BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, KIM PHAN, ESQ., AT THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, 20 N. SWINTON AVE., DELRAY BEACH FLORIDA AND MAY BE CONTACTED BY PHONE AT 561-276-8640 OR VIA EMAIL AT KIMP@MYDELRAYBEACH.COM.

Acknowledged by:

Soo Unlimited Inc
Bidder Name

Willie Johnson
Authorized Agent Signature

Willie Johnson President
Authorized Agent Name and Title (Print or Type)

5/30/2023
Date

DRUG-FREE WORKPLACE

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

Acknowledged by:

Soo Unlimited Inc
Bidder/ Company Name

Willie Johnson
Authorized Agent Signature

Willie Johnson President
Authorized Name and Title (Print or Type)

5/30/2023
Date

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

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

a. He/She is Willie Johnson of Soo Unlimited Inc, the Bidder that has submitted a Bid to perform work for the following:

ITB CRA No.: 2023-02 Title: Landscape Maintenance Services

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

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

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the CRA or any person interested in the proposed contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

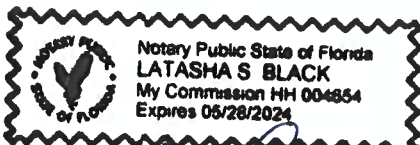
FL. J595-890-66-458-8
Willie James Jr. Johnson
Exp. 12-18-2026
ISS. 12/18/2018

Willie Johnson
Signature

Subscribed and sworn to (or affirmed) before me this 31st day of May 2023 by notary who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature: Latasha Black
Notary Name: LATASHA BLACK
Notary Public (State): FL
My Commission No: 009654
Expires on: 05/28/2024



L. Black

SECTION 6: EXHIBITS

- Exhibit A: Property List**
- Exhibit B: Property Map and Level I Properties**
- Exhibit C: Reference Form**

**EXHIBIT A:
PROPERTY LIST**

Bidders are encouraged to visit the Properties in their own time.

The Property List and information provided is the most up to date information as it relates to CRA-owned Properties that require Landscape Maintenance Services as of the Issue Date of the ITB.

Bidders shall use the Property List for the required Schedule of Values, as stated on the Bid Pricing Form.

DELRAY BEACH CRA PROPERTY LIST

(Schedule of Values)

PROPERTY ADDRESS	DESCRIPTION	PARCEL CONTROL NUMBER	SERVICES NEEDED	MONTHLY PRICE	ANNUAL PRICE
LEVEL I PROPERTIES : NON-VACANT / IMPROVED PROPERTIES					
313 NE 3rd Street	Arts Warehouse	12-43-46-16-01-089-0380	ALL - as stated in Section 3 of the ITB.	350.00	4200.00
362 NE 3rd Ave	Public Parking Lot	12-43-46-16-01-081-0230	ALL - as stated in Section 3 of the ITB.	500.00	6,000.00
182 & 186 NW 5TH AVE	Commercial Buildings	12-43-46-17-50-000-0010	ALL - as stated in Section 3 of the ITB.	500.00	6000.00
700 W ATLANTIC AVE *Note: this building will be demolished by December 2023. After demolition, this Property will become a Level II Property - Vacant/Unimproved Property and the services required and Contract will be adjusted accordingly at that time.	Commercial Building	12-43-46-17-02-005-0010	ALL - as stated in Section 3 of the ITB.	200.00	2400.00
40 SW 9TH AVE (REV JWH THOMAS PARK)	Public Parking Lot	12-43-46-17-35-001-0220	ALL - as stated in Section 3 of the ITB.	300.00	3600.00
39 SW 10TH AVE (REV JWH THOMAS PARK)	Public Parking Lot	12-43-46-17-35-001-0130	ALL - as stated in Section 3 of the ITB.	350.00	4200.00
46 SW 9TH AVE (REV JWH THOMAS PARK)	Park	12-43-46-17-35-001-0230	ALL - as stated in Section 3 of the ITB.	500.00	6000.00
32 SW 4TH AVE	Public Parking Lot	12-43-46-17-06-029-0180	ALL - as stated in Section 3 of the ITB.	300.00	3600.00
57 SW 5TH AVE	Public Parking Lot	12-43-46-17-06-029-0370	ALL - as stated in Section 3 of the ITB.	300.00	3600.00
77 NW 5th Ave – Parking Lot on NW 5th Ave Only (Part of Mount Olive Baptist Church, Listed as 40 NW 4th Ave)	Public Parking Lot	12-43-46-17-53-000-0010	ALL - as stated in Section 3 of the ITB.	450.00	5400.00
135 NW 5TH AVE - West Settlers Building	Commercial Building	12-43-46-17-65-001-0010 12-43-46-17-65-001-0020	ALL - as stated in Section 3 of the ITB.	350.00	4200.00
215 SE 2ND AVE	Public Parking Lot	12-43-46-16-04-087-0060	ALL - as stated in Section 3 of the ITB.	350.00	4200.00
98 NW 5TH AVE	Commercial Building	12-43-46-16-01-020-0110	ALL - as stated in Section 3 of the ITB.	400.00	4800.00
LEVEL II PROPERTIES: VACANT/ UNIMPROVED LAND					
PROPERTY ADDRESS	DESCRIPTION	PARCEL CONTROL NUMBER	SERVICES NEEDED	MONTHLY PRICE	ANNUAL PRICE
34 NW 6TH AVE		12-43-46-17-01-012-0190	As stated in Section 3 of the ITB.	35.00	420.00
606 W ATLANTIC AVE		12-43-46-16-01-013-0090	As stated in Section 3 of the ITB.	35.00	420.00
640 W ATLANTIC AVE		12-43-46-16-01-013-0220	As stated in Section 3 of the ITB.	35.00	420.00
700 W ATLANTIC AVE (West of NW 8th Ave)		12-43-46-17-34-000-0010	As stated in Section 3 of the ITB.	35.00	420.00
805 W ATLANTIC AVE		12-43-46-17-22-001-0090	As stated in Section 3 of the ITB.	35.00	420.00
W ATLANTIC AVE - (800 Block West Atlantic Ave; Lot west of 805 W Atlantic Ave)		12-43-46-17-22-001-0101	As stated in Section 3 of the ITB.	35.00	420.00
909 W ATLANTIC AVE		12-43-46-17-42-010-0030	As stated in Section 3 of the ITB.	35.00	420.00
SW 6TH AVE (Lot between 26 & 36 SW 6th Ave)		12-43-46-16-01-013-0160	As stated in Section 3 of the ITB.	35.00	420.00
9 NW 7TH AVE		12-43-46-16-01-012-0090	As stated in Section 3 of the ITB.	35.00	420.00
27 NW 7TH AVE		12-43-46-17-01-012-0250	As stated in Section 3 of the ITB.	35.00	420.00
31 NW 7TH AVE		12-43-46-17-01-012-0240	As stated in Section 3 of the ITB.	35.00	420.00

27 SW 10TH AVE		12-43-46-17-35-001-0100	As stated in Section 3 of the ITB.	35.00	420.00
31 SW 10TH AVE		12-43-46-17-35-001-0110	As stated in Section 3 of the ITB.	35.00	420.00
35 SW 10TH AVE		12-43-46-17-35-001-0120	As stated in Section 3 of the ITB.	35.00	420.00
23 SW 11TH AVE		12-43-46-17-23-008-0140	As stated in Section 3 of the ITB.	35.00	420.00
14 SW 12TH AVE		12-43-46-17-18-002-0210	As stated in Section 3 of the ITB.	35.00	420.00
15 SW 12TH AVE		12-43-46-17-23-005-0130	As stated in Section 3 of the ITB.	35.00	420.00
18 SW 12TH AVE		12-43-46-17-18-002-0220	As stated in Section 3 of the ITB.	35.00	420.00
27 SW 12TH AVE		12-43-46-17-23-005-0160	As stated in Section 3 of the ITB.	35.00	420.00
SW 8th Ave		12-43-46-17-42-009-0070	As stated in Section 3 of the ITB.	35.00	420.00
238 SW 14TH AVE		12-43-46-17-19-003-0101	As stated in Section 3 of the ITB.	35.00	420.00
23 NW 10TH AVE		12-43-46-17-42-010-0020	As stated in Section 3 of the ITB.	35.00	420.00
26 SW 6TH AVE		12-43-46-16-01-013-0140	As stated in Section 3 of the ITB.	35.00	420.00
28 SW 8TH AVE		12-43-46-17-35-002-0110	As stated in Section 3 of the ITB.	35.00	420.00
27 NW 10TH AVE		12-43-46-17-26-003-0060	As stated in Section 3 of the ITB.	35.00	420.00
W ATLANTIC AVE		12-43-46-17-17-002-0020	As stated in Section 3 of the ITB.	35.00	420.00
618 NW 1ST ST		12-43-46-17-01-012-0220	As stated in Section 3 of the ITB.	35.00	420.00
29 SW 6TH AVE		12-43-46-16-01-021-0030	As stated in Section 3 of the ITB.	35.00	420.00
46 SW 8TH AVE		12-43-46-17-42-009-0030	As stated in Section 3 of the ITB.	35.00	420.00
19 NW 10TH AVE		12-43-46-17-42-010-0010	As stated in Section 3 of the ITB.	35.00	420.00
Alley Between SW 6th & 7th Ave		12-43-46-16-01-013-0240	As stated in Section 3 of the ITB.	35.00	420.00
260 NW 9TH AVE		12-43-46-17-25-001-0320	As stated in Section 3 of the ITB.	35.00	420.00
W ATLANTIC AVE and NW 9th Ave		12-43-46-17-22-002-0100	As stated in Section 3 of the ITB.	35.00	420.00
W ATLANTIC AVE - Between NW 8th and NW 9th Ave		12-43-46-17-35-002-0100	As stated in Section 3 of the ITB.	35.00	420.00
W ATLANTIC AVE- Between NW 8th and NW 9th Ave		12-43-46-17-22-002-0130	As stated in Section 3 of the ITB.	35.00	420.00
W ATLANTIC AVE		12-43-46-17-22-0020-0140	As stated in Section 3 of the ITB.	35.00	420.00
W ATLANTIC AVE and SW 9th Ave.		12-43-46-17-42-009-0080	As stated in Section 3 of the ITB.	35.00	420.00
15 NW 11TH AVE		12-43-46-17-17-002-0320	As stated in Section 3 of the ITB.	35.00	420.00
51 NW 9TH AVE		12-43-46-17-26-004-0010	As stated in Section 3 of the ITB.	35.00	420.00
W ATLANTIC AVE and NW 11TH AVE		12-43-46-17-16-006-0060	As stated in Section 3 of the ITB.	35.00	420.00
W ATLANTIC AVE and NW 11TH AVE		12-43-46-17-17-002-0060	As stated in Section 3 of the ITB.	35.00	420.00
704 SW 4TH ST (fenced) & lot across street		12-43-46-20-01-001-0240	As stated in Section 3 of the ITB.	35.00	420.00
W ATLANTIC AVE - East of NW 5th Ave		12-43-46-17-22-002-0130	As stated in Section 3 of the ITB.	35.00	420.00
622 NW 1st Street		12-43-46-17-01-012-0230	As stated in Section 3 of the ITB.	35.00	420.00
23 NW 7th Avenue		12-43-46-17-01-012-0260	As stated in Section 3 of the ITB.	35.00	420.00

11 SW 7TH AVE		12-43-46-16-01-013-0010	As stated in Section 3 of the ITB.	35.00	420.00
12 SW 7TH AVE		12-43-46-17-02-005-0210	As stated in Section 3 of the ITB.	35.00	420.00
13 SW 7TH AVE		12-43-46-16-01-013-0020	As stated in Section 3 of the ITB.	35.00	420.00
14 SW 7TH AVE		12-43-46-17-02-005-0220	As stated in Section 3 of the ITB.	35.00	420.00
16 SW 7TH AVE		12-43-46-17-02-005-0230	As stated in Section 3 of the ITB.	35.00	420.00
18 SW 7TH AVE		12-43-46-17-02-005-0240	As stated in Section 3 of the ITB.	35.00	420.00
21 SW 7TH AVE		12-43-46-16-01-013-0030	As stated in Section 3 of the ITB.	35.00	420.00
25 SW 7TH AVE		12-43-46-16-01-013-0230	As stated in Section 3 of the ITB.	35.00	420.00
29 SW 7TH AVE		12-43-46-16-01-013-0040	As stated in Section 3 of the ITB.	35.00	420.00
37 SW 7TH AVE		12-43-46-16-01-013-0060	As stated in Section 3 of the ITB.	35.00	420.00
31 SW 7TH AVE		12-43-46-16-01-013-0050	As stated in Section 3 of the ITB.	35.00	420.00
16 NW 8TH AVE		12-43-46-17-22-001-0070	As stated in Section 3 of the ITB.	35.00	420.00
NW 8TH AVE (west of 20 NW 8th Ave)		12-43-46-17-22-001-0030	As stated in Section 3 of the ITB.	35.00	420.00
NW 8TH AVE		12-43-46-17-22-001-0080	As stated in Section 3 of the ITB.	35.00	420.00
8TH AVE S (west of 20 NW 8th Ave)		12-43-46-17-22-001-0060	As stated in Section 3 of the ITB.	35.00	420.00
20 NW 8TH AVE		12-43-46-17-22-001-0040	As stated in Section 3 of the ITB.	35.00	420.00
13 SW 8TH AVE		12-43-46-17-02-005-0120	As stated in Section 3 of the ITB.	35.00	420.00
19 SW 8TH AVE		12-43-46-17-02-005-0150	As stated in Section 3 of the ITB.	35.00	420.00
20 SW 8TH AVE		12-43-46-17-42-009-0020	As stated in Section 3 of the ITB.	35.00	420.00
35 SW 8TH AVE		12-43-46-17-02-005-0170	As stated in Section 3 of the ITB.	35.00	420.00
26 NW 8TH AVE		12-43-46-17-26-004-0190	As stated in Section 3 of the ITB.	35.00	420.00
34 NW 8TH AVE		12-43-46-17-26-004-0210	As stated in Section 3 of the ITB.	35.00	420.00
38 NW 8TH AVE		12-43-46-17-26-004-0220	As stated in Section 3 of the ITB.	35.00	420.00
NW 9TH AVE - (North of 23 NW 9th Ave)		12-43-46-17-22-002-0010	As stated in Section 3 of the ITB.	35.00	420.00
23 NW 9TH AVE		12-43-46-17-22-002-0040	As stated in Section 3 of the ITB.	35.00	420.00
NW 9TH AVE - (South of 23 NW 9th Ave)		12-43-46-17-22-002-0050	As stated in Section 3 of the ITB.	35.00	420.00
15 NW 9TH AVE		12-43-46-17-22-002-0080	As stated in Section 3 of the ITB.	35.00	420.00
W ATLANTIC AVE & NW 9th Ave Lot (South of 15 NW 9th Ave)		12-43-46-17-22-002-0090	As stated in Section 3 of the ITB.	35.00	420.00
23 SW 9TH AVE		12-43-46-17-35-002-0010	As stated in Section 3 of the ITB.	35.00	420.00
NW 10th Ave		12-43-46-17-17-002-0090	As stated in Section 3 of the ITB.	35.00	420.00
Lot north of PCN 12-43-46-17-17-002-0090		12-43-46-17-17-002-0100	As stated in Section 3 of the ITB.	35.00	420.00
16 SW 10TH AVE		12-43-46-17-23-008-0210	As stated in Section 3 of the ITB.	35.00	420.00
19 SW 10TH AVE		12-43-46-17-35-001-0080	As stated in Section 3 of the ITB.	35.00	420.00
23 SW 10TH AVE		12-43-46-17-35-001-0090	As stated in Section 3 of the ITB.	35.00	420.00

Lot South of 23 NW 7th Avenue		12-43-46-16-01-012-0010	As stated in Section 3 of the ITB.	35.00	420.00
250 NW 8th Avenue		12-43-46-17-25-002-0300 12-43-46-17-25-002-0010	As stated in Section 3 of the ITB.	35.00	420.00
256 NW 8th Avenue		12-43-46-17-25-002-0310	As stated in Section 3 of the ITB.	35.00	420.00
NOTE: Properties that do not require landscape services at this time, but will be added at a future date due to ongoing construction. The services required and Contract will be adjusted accordingly at that time: 105 SW 5th Avenue 95 SW 5th Avenue 36 SW 6th Avenue 46 SW 6th Avenue 48 SW 6th Avenue					
			TOTAL MONTHLY PRICE	770.00	
			TOTAL ANNUAL PRICE		92,640.00

EXHIBIT C: REFERENCE FORM

The Bidder shall complete the following information for a previously completed or currently ongoing work where the Bidder believes said work is of equal or greater scope, size, and complexity that best represents its ability to complete the landscape maintenance services as required by the ITB. The reference provided below should be for one (1) reference and must comply with the requirements listed in the ITB.

FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

Bidder Name: <u>See Unlimited Inc</u>
Reference Name: <u>Palm Beach County</u>
Reference Location: <u>South County</u>
Description of Bidder's Role and Services Provided. Please use an additional sheet (one page max), if necessary: <u>Landscape Maintenance Services Mowing Edging weeding Trimming clean-up Tree Trimming Resodding Mulching</u>
Compensation for Services Provided:
Start Date and Completion Date (if applicable): <u>10-1-2018 — 4-31-2022</u>
Contract Price:
Indicate the Bidder's team members and their roles and responsibilities and whether they will be involved in managing, overseeing, and/or performing the work related to the CRA's ITB. Please use an additional sheet (one page max), if necessary. <u>Willie Johnson Jr President/MANAGER Dexter Brown Laborer Willie Johnson III Supervisor Shay rod Roundtree Laborer Willie Johnson SR Supervisor Edie walker Laborer Owight Holman Foreman William Peck Laborer</u>
Reference Contact Information
Contact Name and Title: <u>Lynn Moore Contract Evaluator</u>
Company/Organization: <u>Palm Beach County</u>
Phone and Email: <u>561 906-7753 lmoore@PBCgov.org</u>

Bidder's Certification of Information

By signing below, I acknowledge that the CRA reserves the right to contact the above-named Reference Project Contact and I certify that all information stated above is true and correct to the best of my knowledge.

Authorized Agent Signature: Willie Johnson
 Authorized Agent Name and Title: Willie Johnson President
 Date: 5-30-2023

EXHIBIT C: REFERENCE FORM

The Bidder shall complete the following information for a previously completed or currently ongoing work where the Bidder believes said work is of equal or greater scope, size, and complexity that best represents its ability to complete the landscape maintenance services as required by the ITB. The reference provided below should be for one (1) reference and must comply with the requirements listed in the ITB.

FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

Bidder Name: <u>Son Unlimited Inc</u>
Reference Name: <u>Marriott Residence Inn by</u>
Reference Location: <u>BOCA RATON</u>
Description of Bidder's Role and Services Provided. Please use an additional sheet (one page max), if necessary: <u>Landscape Maintenance Services Mowing Weeding Edging Trimming Clean-up Tree Trimming Mulching Irrigation Resodding</u>
Compensation for Services Provided: <u>2,200.00 per month</u>
Start Date and Completion Date (if applicable): <u>2-2021 - present</u>
Contract Price:
Indicate the Bidder's team members and their roles and responsibilities and whether they will be involved in managing, overseeing, and/or performing the work related to the CRA's ITB. Please use an additional sheet (one page max), if necessary. <u>Willie Johnson Jr President/manager Dexter Brown Laborer Willie Johnson III Supervisor Shayrod Roundtree Laborer Willie Johnson Sr Supervisor Eddie Walker Laborer Dwight Holman Foreman William Peak Laborer</u>
Reference Contact Information
Contact Name and Title: <u>Denise Wesselhoft manager</u>
Company/Organization: <u>MARriott</u>
Phone and Email: <u>561 350 5053 Denise.wesselhoft@marriott.com</u>

Bidder's Certification of Information

By signing below, I acknowledge that the CRA reserves the right to contact the above-named Reference Project Contact and I certify that all information stated above is true and correct to the best of my knowledge.

Authorized Agent Signature:

Willie Johnson

Authorized Agent Name and Title:

Willie Johnson President

Date:

5/30/2023

EXHIBIT C: REFERENCE FORM

The Bidder shall complete the following information for a previously completed or currently ongoing work where the Bidder believes said work is of equal or greater scope, size, and complexity that best represents its ability to complete the landscape maintenance services as required by the ITB. The reference provided below should be for one (1) reference and must comply with the requirements listed in the ITB.

FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

Bidder Name: <u>Soo Unlimited Inc</u>
Reference Name: <u>CASA Del Rio Condo Association</u>
Reference Location: <u>CASA Del Rio</u>
Description of Bidder's Role and Services Provided. Please use an additional sheet (one page max), if necessary: <u>Landscape services mowing Edging Trimming weeding clean-up Tree Trimming Resodding Mulching Landscaping</u>
Compensation for Services Provided: <u>2500.00 monthly</u>
Start Date and Completion Date (if applicable): <u>4-2019 — Present Date</u>
Contract Price:
Indicate the Bidder's team members and their roles and responsibilities and whether they will be involved in managing, overseeing, and/or performing the work related to the CRA's ITB. Please use an additional sheet (one page max), if necessary. <u>Willie Johnson President/Manager Dexter Brown Laborer Willie Johnson III Supervisor Shayrod Roundtree Laborer Willie Johnson SR Supervisor Eddie Walker Laborer Dwight Holman Foreman William Peak Laborer</u>
Reference Contact Information
Contact Name and Title: <u>Chris Glower Property Manager</u>
Company/Organization: <u>CASA Del Rio</u>
Phone and Email: <u>561 631-6622</u>

Bidder's Certification of Information

By signing below, I acknowledge that the CRA reserves the right to contact the above-named Reference Project Contact and I certify that all information stated above is true and correct to the best of my knowledge.

Authorized Agent Signature: Willie Johnson
 Authorized Agent Name and Title: Willie Johnson President
 Date: 5/30/2023



DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

ADDENDUM NO. 1 TO INVITATION TO BID CRA NO. 2023-02 LANDSCAPE MAINTENANCE SERVICES

May 24, 2023

TO ALL BIDDERS AND OTHERS CONCERNED

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published an Invitation to Bid ("ITB") dated May 1, 2023, with respect to its intent to receive and consider Bids from qualified Bidders to provide landscape maintenance services for CRA-owned and managed properties.

The intent of this Addendum is to address questions and/or errors, and to clarify other aspects of the ITB. Bidders submitting Bids for the above-referenced ITB shall take note of the following changes, additions, deletions, clarifications, etc., which shall become a part of and have precedence over anything shown or described otherwise.

REVISIONS AND CLARIFICATIONS:

- 1. Under Section 2, Special Terms and Conditions, Paragraph 8, Price Adjustments shall be revised to the following:**

8. PRICE ADJUSTMENTS

The CRA disposes of property from time to time, and as a result, the total number of CRA-owned properties being maintained by the Contractor may change from time to time.

The CRA reserves the right to reduce the number of properties to be maintained and to completely eliminate any property or items of work listed in the Bid or the resultant Contract. The CRA, at its sole discretion, will determine a fair and reasonable price adjustment, and a formal modification/amendment of the Contract shall be executed by both parties. Any change in the number of properties, elimination of any property from the maintenance list, or change to the scope of work shall be made via a written amendment to the Contract executed by both parties.

See also ADDITIONAL PROPERTIES.

2. **Under Section 3: Scope of Work and Technical Specifications, Paragraph 3, Landscape Maintenance Services, the Landscape Maintenance Schedule shall be revised to the following:**

Landscape Maintenance Schedule:

- i. **Level 1 Properties: Non-Vacant/ Improved Properties**
 - Each Non-Vacant Lot shall be maintained one (1) time every seven (7) calendar days regardless of season.
- ii. **Level 2 Properties: Vacant/ Unimproved Properties**
 - Each Vacant Lot shall be maintained one (1) time every thirty (30) calendar days regardless of season.
- iii. All Properties are further described in Exhibit A.

QUESTIONS:

1. **Is there a specific number of mows for Level 1 and Level 2 properties?**

To clarify Section 3, Scope of Work and Technical Specifications, of the ITB, the Landscape Maintenance Services are to be performed at the below stated frequencies.

Please refer to Section 3, Scope of Work and Technical Specifications, of the ITB for a more detailed description of the Work required for each service.

Clean-up and Waste Removal: ALL PROPERTY LEVELS

- The Contractor shall be responsible for Clean-up and Waste Removal for all Properties at every maintenance visit.

Mowing: ALL PROPERTY LEVELS

- The Contractor shall be performed using the following schedule:
 - o Level I Properties: one (1) time every fourteen (14) calendar days (every other maintenance visit).
 - o Level II Properties: one (1) time every thirty (30) calendar days (every maintenance visit).

Trimming: ALL PROPERTY LEVELS

- The Contractor shall be performed using the following schedule:
 - o Level I Properties: one (1) time every seven (7) calendar days (every maintenance visit).
 - o Level II Properties: one (1) time every thirty (30) calendar days (every maintenance visit).

Edging: ALL PROPERTY LEVELS

- The Contractor shall be performed using the following schedule:
 - o Level I Properties: one (1) time every seven (7) calendar days (every maintenance visit).
 - o Level II Properties: one (1) time every thirty (30) calendar days (every maintenance visit).

Blowing, Raking, and/or Sweeping: ALL PROPERTY LEVELS

- The Contractor shall be performed using the following schedule:
 - o Level I Properties: one (1) time every seven (7) calendar days (every maintenance visit).
 - o Level II Properties: one (1) time every thirty (30) calendar days (every maintenance visit).

Weed Eradication: LEVEL I PROPERTIES

- The Contractor shall be performed using the following schedule:
 - o Manual (hand pulling) weed eradication performed one (1) time every seven (7) calendar days (every maintenance visit).
 - o Chemical weed eradication shall be performed according to generally accepted industry standards.

Disease/Insect Control: ALL PROPERTY LEVELS

- The Contractor shall be responsible for checking and surveying for diseases and insects located on the Properties every maintenance visit.

Mulch: LEVEL I PROPERTIES

- The Contractor shall be performed using the following schedule:
 - o Four (4) times per year.
 - i. January
 - ii. April
 - iii. July
 - iv. October

Fertilization: LEVEL I PROPERTIES

- The Contractor shall be responsible for checking and surveying for the fertilization needs of the Properties every maintenance visit.

Irrigation System: ALL PROPERTY LEVELS

- The Contractor shall be responsible for checking and surveying the irrigation system to make sure all heads are recessed and closed for all Properties at every maintenance visit prior to starting any Work.

Shrub Pruning: LEVEL I PROPERTIES

- The Contractor shall be performed using the following schedule:
 - o Level I Properties: one (1) time every seven (7) calendar days (every maintenance visit).

Tree and Palm Pruning: ALL PROPERTY LEVELS

- The Contractor shall be responsible for checking all Trees and Palms located on the Properties for pruning needs at every maintenance visit.
- Tree and Palm Pruning shall be performed using the following schedule:
 - o Level I Properties: Shall be performed on an as needed/ as required basis and according to generally accepted industry standards, but at the very least, shall be performed one (1) time per year (annual basis).
 - o Level II Properties: Shall be performed on an as needed/ as required basis and according to generally accepted industry standards.
- Contractor shall notify the CRA prior to any Tree and Palm Pruning being performed on any CRA-owned property.
- As it relates to the Bid Price:
 - o Level I Properties: An annual (one (1) time per year) Tree and Palm Pruning Service for Level I Properties shall be included in the Bid Price. For additional Tree and Palm Pruning for Level I Properties, the Contractor may submit a proposal to provide the additional services. The CRA, at its sole discretion, will determine if the price quotes are fair and reasonable, and the Contractor may perform the additional work by way of a formal modification/amendment of the Contract executed by both parties. The CRA may obtain price quotes for similar services from other vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or at the CRA's sole discretion, for other reasons determined to be in the best interest of the CRA.
 - o Level II Properties: If Tree and Palm Pruning is needed, the Contractor shall provide written notification to the CRA and a recommended course of action. If requested by the CRA, the Contractor may submit a proposal to provide the additional services. The CRA, at its sole discretion, will determine if the price quotes are fair and reasonable, and the Contractor may perform the additional work by way of a formal modification/amendment of the Contract executed by both parties. The CRA may obtain price quotes for similar services from other vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or at the CRA's sole discretion, for other reasons determined to be in the best interest of the CRA.

Palmetto Pruning: ALL PROPERTY LEVELS

- The Contractor shall be responsible for checking all Palmettos located on the Properties for pruning needs at every maintenance visit.
- Palmetto Pruning shall be performed using the following schedule:
 - o Level I Properties: Shall be performed on an as needed/ as required basis and according to generally accepted industry standards.
 - o Level II Properties: Shall be performed on an as needed/ as required basis and according to generally accepted industry standards.
 - o Where palmettos are in conflict with vehicular or pedestrian use areas, pruning will be required to remove any conflict. The Contractor shall submit a proposal for such pruning.
- As it relates to the Bid Price:
 - o If Palmetto Pruning is needed, the Contractor shall provide written notification to the CRA and a recommended course of action. If requested by the CRA, the Contractor may submit a proposal to provide the additional services. The CRA, at its sole discretion, will determine if the price quotes are fair and reasonable, and the Contractor may perform the additional work by way of a formal modification/amendment of the Contract executed by both parties. The CRA may obtain price quotes for similar services from other vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or at the CRA's sole discretion, for other reasons determined to be in the best interest of the CRA.

Vine Control: ALL PROPERTY LEVELS

- The Contractor shall be responsible for checking for vines located on the Properties for vine control and removal needs at every maintenance visit.
- Vine Control shall be performed using the following schedule:
 - o Level I Properties: Shall be performed on an as needed/ as required basis and according to generally accepted industry standards.
 - o Level II Properties: Shall be performed on an as needed/ as required basis and according to generally accepted industry standards.
- As it relates to the Bid Price:
 - o If Vine Control is needed, the Contractor shall provide written notification to the CRA and a recommended course of action. If requested by the CRA, the Contractor may submit a proposal to provide the additional services. The CRA, at its sole discretion, will determine if the price quotes are fair and reasonable, and the Contractor may perform the additional work by way of a formal modification/amendment of the Contract executed by both parties. The CRA may obtain price quotes for similar services from other vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or at the CRA's sole discretion, for other reasons determined to be in the best interest of the CRA.

2. **With Level I Properties serviced every 7 calendar days and Level II Properties serviced every 14 calendar days, is it up to the Contractor's discretion to provide the service as the Contractor sees fit? Example, mowing then trim the next visit and then fertilize the following visit, as long as the Contractor is on site with the requested frequency?**

Please see the answer provided in Question 1.

3. **For fertilization, is it up to the Contractor to put together a program or does the CRA want the Contractor to follow any guidelines that are not listed in ITB?**

Please follow guidelines put forth by the University of Florida Institute of Food and Agricultural Sciences Extension (UF/IFAS Extension).

4. **For Tree and Palm Pruning, Palmetto Pruning, and Vine Control: is the cost to be included in monthly & annual cost or separate due to it being when applicable and as needed?**

Please see the answer provided in Question 1.

5. **Is there a larger site map Bidders can obtain that has the clusters of lots that are next to one another?**

A map of the CRA Properties can be accessed at the following location:

<https://maps.mydelraybeach.com/portal/apps/dashboards/8e0ced91ae1243d1aa50114152ebd112>

Please keep in mind that the map will show properties that are not included as part of the ITB.

6. **The ITB states that mulch will be at least 3" and in best practices, that may be too much. Would the CRA be open to 2"?**

The CRA is open to a mulch height between two to three inches (2" - 3"). Please include pricing for two to three inches (2" - 3") of mulch for Level I Properties.

7. **Is the Contractor responsible for fertilizing the Bahia grass on the empty lots (Level II Properties)?**

No. Section 3, Scope of Work and Technical Specifications, of the ITB states that only Level I Properties will need to be surveyed for fertilization needs and that fertilization is not to be included in the Bid Price.

If fertilization is needed, the Contractor shall provide written notification to the CRA and a recommended course of action. If requested by the CRA, the Contractor may submit a

proposal to provide the additional services. The CRA, at its sole discretion, will determine if the price quotes are fair and reasonable, and the Contractor may perform the additional work by way of a formal modification/amendment of the Contract executed by both parties. The CRA may obtain price quotes for similar services from other vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or at the CRA's sole discretion, for other reasons determined to be in the best interest of the CRA.

8. Is the Contractor responsible for removing large debris such refrigerators, washers, construction and landscaping debris that is illegally dumped and will there be a separate charge?

In such scenarios where debris would be considered illegal dumping, please notify the CRA.

9. Can the CRA please advise of the expected frequency of the maintenance services. Are we expected to do it weekly, bi-weekly, or monthly?

Please see the answer provided in Question 1. Additionally, please refer to Section 3, Scope of Work and Technical Specifications, of the ITB.

10. Is the Bid Price to include trimming the trees?

Please see the answer provided in Question 1.

11. In Section 4, Minimum Qualifications, of the ITB, is 5 years minimum in business firm?

Yes. A Bidder must have been in business under its current business name for a minimum of five (5) years prior to the Bid Submission Due Date and Time.

12. It is stated that a Contractor needs written permission to use subcontractors. Will we be allowed to use subcontractors for this Contract?

Yes. Please see Section 2, Special Terms and Conditions, Paragraph 27, Subcontractors of Work Shall be Identified, and Section 4, Minimum Qualifications, of the ITB, Paragraph 11 and Paragraph 12.

13. Does the CRA have previous bid tabulations, which show the individual previously awarded bid amount, that the CRA could provide for review?

The previous Request for Bids and Bid Tabulation are both included as part of this Addendum No. 1.

Please keep in mind that the scope of work and the properties included in the previous Request for Bids are not the same as the scope of work and the properties included in the current ITB.

14. Can you provide the current contract holder and their current contracted price?

The current Contractor providing landscape maintenance services to the CRA is Sod Unlimited, Inc. and the current monthly invoice price is \$9254 (nine thousand two hundred fifty-four dollars.)

Please keep in mind that the current scope of work being performed is **not** the same as the scope of work required by the current ITB.

ATTACHMENTS:

Request for Bids CRA No. 2017-07

Bid Tabulation for Request for Bids CRA No. 2017-07



Voluntary Pre-Bid Meeting Attendance - Sign In Sheet

ITB: CRA 2023-02

Bid Title: Invitation to Bid

Landscape Maintenance Services

Time: 9:30AM EST

Date: 8-May-23

20 N. Swinton Ave. Delray Beach, 33444

NAME	COMPANY NAME	PHONE	EMAIL
Jake Koch	Bermuda Landscapes	561-420-3241	jake@bermudalandscape.com
Dora Hoffmann	Brightview	954 205 7651	dora.hoffmann@brightview.com
ENRIQUE GUTIERREZ	MANNING	(561) 237-8068	EGUTIERREZ@MANNING.COM
Willie Johnson	Son Unlimiteds Inc	561 441-1959	Son Unlimiteds Inc
Arthur Harmon	Harmon Landscap	561-376-8727	
Bentain Rolle	Klassic Touch Lawn	561-789-3912	Klassicwill@gmail.com
Michael Kruszick	Brightview	561-281-3855	Michael.Kruszick@brightview.com
Jenome Jackson	Clutch Solution	561-398-5170	Jenome Jackson1627@gmail.com
John Martin	Eckley Property Mntn	561 350 8072	Jomartin377@gmail.com
Dwese Alexander	Qualti One Landscap	561-723-4429	QualtiOne18@aol.com



SOD Unlimited

1542 Rialto Drive

Boynton Beach FL 33436

Phone: 561-441-1959 Email: SODunlimited@yahoo.com

SOD Unlimited is a most respectable company that has served the South County area for over 40 years, with integrity and dignity. Sod Unlimited is family owned and operated, serving with a deep passion for the South Florida landscape environment. SOD Unlimited is experienced in all of your horticulture needs. Our endeavor is to help keep Florida beautiful.

Respectfully,
Willie Johnson Jr.
President

Lawn Maintenance

For nearly four decades, SOD Unlimited has been providing the highest quality lawn care, tree and shrub care services to our customers throughout Palm Beach County. We conduct a healthy lawn analysis, exploring soil conditions, grass type and lawn usage. From the lawn analysis, we design a customized year-round plan to give lawns exactly the help and protection needed at key stages in every season. Our lawn care and yard care professionals understand the area's environment, soil conditions, and common yard pests and use this information to create customized lawn treatment programs for lawns. Our services include the following:

- Mowing & Trimming
- Lawn Fertilization
- Shrub & Trimming
- Insect/Disease Control
- Mulching
- Sodding

Our custom care lawn service improves the overall health and appearance of lawns. On every service event, lawns are meticulously mowed, sidewalks, driveways, and flower beds and edged, and detailed clean up upon completion. We focus on service value and service excellence. Likewise, we are committed to surpassing customer expectations through quality service, and pride ourselves on keeping lawns healthy for life.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M & M INSURANCE AGENCY, INC 6076 OKEECHOBEE BLVD SUITE 41 WEST PALM BEACH FL 33417	CONTACT NAME: Marvin Mitchum PHONE (A/C, No, Ext): (561) 296-2825 E-MAIL ADDRESS: mmitchum007@yahoo.com		FAX (A/C, No): 561-296-2826
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED SOD UNLIMITED, INC 3029 CORTEZ LANE DELRAY BEACH FL 33482	INSURER A: PENN AMERICA INSURANCE CO		
	INSURER B: PROGRESSIVE INSURANCE CO		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	TCWLK-Y	06/29/2022	06/29/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE ONLY <input type="checkbox"/> AUTOS ONLY					<input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
B	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	X	959332808	06/29/2022	06/29/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTHER	E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1. THE CITY OF DELRAY BEACH IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED FOR THE COMMERCIAL GENERAL LIABILITY COVERAGE PROTECTION
2. BUSINESS OPERATION CONSIST OF LAWN CARE.

CERTIFICATE HOLDER**CANCELLATION**

THE CITY OF DELRAY BEACH 100 NW 1ST AVE DELRAY BEACH FL 33444	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE MARVIN MITCHUM
---	---

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ANNE M. GANNON
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Serving you!

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

**** LOCATED AT ****
3029 CORTEZ LN
DELRAY BEACH FL 33445

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
LAWN MAINTENANCE	JOHNSON WILLIE		823.483004 1/13/2023	51.25	B40119326

This document is valid only when received by the Tax Collector's Office.

SOD UNLIMITED INC
SOD UNLIMITED INC
PO BOX 6153
DELRAY BEACH FL 33482-8352

STATE OF FLORIDA
PALM BEACH COUNTY
2022 / 2023 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200800169
EXPIRES: 9/30/2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
July 29, 2022

File No.
JB3736

Expires
July 31, 2023

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: July 31, 2023

AT

1401 FORSYTHE ROAD
WEST PALM BEACH, FL 33405

PURCOR PEST SOLUTIONS
1401 FORSYTHE ROAD
WEST PALM BEACH, FL 33405

General Household Pest and
Rodent Control
Lawn and Ornamental
Termite and Other WDO
Control

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

The International Society of Arboriculture

Hereby Announces That

John L Sutton

Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
Caitlyn Pollihan
CEO & Executive Director

9 November 1998	31 December 2025	SO-0326A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION
BODY

#0847
ISA Certified Arborist



MEMBER OF THE



THIS CERTIFICATE IS VALID

John Sutton

has been deemed to possess the necessary qualifications and having complied with the

requirements of the

Landscaping Inspectors Association of Florida, L.A.A.

has by an order of this body completed an inspection on the grounds of the site on

at 11:00 AM on September 22, 2011. The fee for this inspection was \$100.00.



John Sutton

Secretary

John Sutton

President

PRUNING PRESCRIPTION QUALIFICATION

John Sutton

Having successfully completed the Pruning Prescription Qualification Course and passed the assessment, the above named is recognized as Pruning Prescription Qualified.

Qualified Since: April 20, 2023

Expiration Date: April 20, 2028



Norman C. Casey

Norman C. Casey, CEO

Florida Chapter International Society of Arboriculture

NOT VALID WITHOUT
EMBOSSEMENT



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
SOD UNLIMITED, INC.

Filing Information

Document Number	P98000090200
FEI/EIN Number	65-0880535
Date Filed	10/22/1998
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	04/21/2006
Event Effective Date	NONE

Principal Address

3029 Cortez Lane
Delray Beach, FL 33445

Changed: 04/30/2019

Mailing Address

3029 Cortez Lane
Delray Beach, FL 33445

Changed: 04/30/2019

Registered Agent Name & Address

JOHNSON, WILLIE
3029 Cortez Lane
Delray Beach, FL 33445

Address Changed: 04/30/2019

Officer/Director Detail

Name & Address

Title P

JOHNSON, WILLIE JR
3029 Cortez Lane
Delray Beach, FL 33445

SOD UNLIMITED

Willie Johnson aka Buckie
561-441-1959

Reference Form:

Palm Beach County

Contract Price \$7825.00 per mont

Sod Unlimited Inc. has no prior Bankruptcies,
Legal nor Administrative Actions
against the business.

Staff/Employees

Willie Johnson Jr.	Owner/Supervisor
Willie Johnson Sr.	Supervisor
Willie Johnson III	Supervisor
Eddie Walker	Laborer
Dwight Holman	Tree Trimmer/Lead
Dexter Brown	Laborer
James Jean Louis	Laborer

*Commercial Maintenance
Complete Landscaping
Sod-Resod-Tree Trimming
Mulch and Much More!*



SOD UNLIMITED

Willie Johnson aka Buckie
561-441-1959

Licenses and Certification

ISA Arborist Certification

John Sutton

Sub contractor (Trees)

General Household Pest and Rodent Control

Lawn and Ornamental

Termite and Other Control

Purcor Pest Solutions

Sub-contractor (Pest)

*Commercial Maintenance
Complete Landscaping
Sod-Resod-Tree Trimming
Mulch and Much More!*



SOD UNLIMITED

Willie Johnson aka Buckie
561-441-1959

Organizational Chart

Willie Johnson Jr.
Owner

Willie Johnson Sr.
Supervisor

Willie Johnson III
Supervisor

Dwight Holman
Tree Trimmer/Lead

Eddie Walker
Laborer

Dexter Brown
Laborer

James Jean Louis
Laborer

Shayod Roundtree
Laborer

*Commercial Maintenance
Complete Landscaping
Sod-Resod-Tree Trimming
Mulch and Much More!*



Queen Johnson
3029 Cortez Lane
Delray Beach, FL 33445

To Whom It May Concern.

Willie Johnson Jr. has full access to the TD Bank account ending 8877.

Sincerely,

Queen Johnson

A handwritten signature in blue ink, consisting of a large, stylized 'Q' followed by a horizontal line extending to the right.



Bank

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T

STATEMENT PERIOD AVAILABLE

AV 01 209440 29248H472 A**5DGT

QUEEN Y JOHNSON
3029 CORTEZ LN
DELRAY BEACH FL 33445-2382

Page: 1 of 3
Statement Period: Apr 01 2023-Jun 30 2023
Cust Ref #: 6804018877-016-T-0
Primary Account #: 00006804018877



Privacy Notice

Our privacy notice describes how we collect, share and protect your personal information. It has not materially changed since May 2015. For a copy, go to tdbank.com/exc/pdf/privacy_shareinformation.pdf or call 888-937-1050.

TD Signature Savings

QUEEN Y JOHNSON

Account # [REDACTED] 18877

ACCOUNT STATEMENT

Beginning Balance	235,373.72	Interest Earned This Period	175.99
Other Credits	175.99	Interest Paid Year-to-Date	549.71
Electronic Payments	15,500.00	Annual Percentage Yield Earned	0.31%
Other Withdrawals	10,200.00	Days in Period	91
Ending Balance	209,849.71		

EXHIBIT "C"

Delray Beach Community Redevelopment Agency Properties

DELRAY BEACH CRA PROPERTY LIST

PROPERTY ADDRESS	DESCRIPTION	PARCEL CONTROL NUMBER	SERVICES NEEDED
LEVEL I PROPERTIES : NON-VACANT / IMPROVED PROPERTIES			
313 NE 3rd Street	Arts Warehouse	12-43-46-16-01-089-0380	ALL - as stated in Section 3 of the ITB.
362 NE 3rd Ave	Public Parking Lot	12-43-46-16-01-081-0230	ALL - as stated in Section 3 of the ITB.
182 & 186 NW 5TH AVE	Commercial Buildings	12-43-46-17-50-000-0010	ALL - as stated in Section 3 of the ITB.
700 W ATLANTIC AVE *Note: this building will be demolished by December 2023. After demolition, this Property will become a Level II Property - Vacant/Unimproved Property and the services required and Contract will be adjusted accordingly at that time.	Commercial Building	12-43-46-17-02-005-0010	ALL - as stated in Section 3 of the ITB.
40 SW 9TH AVE (REV JWH THOMAS PARK)	Public Parking Lot	12-43-46-17-35-001-0220	ALL - as stated in Section 3 of the ITB.
39 SW 10TH AVE (REV JWH THOMAS PARK)	Public Parking Lot	12-43-46-17-35-001-0130	ALL - as stated in Section 3 of the ITB.
46 SW 9TH AVE (REV JWH THOMAS PARK)	Park	12-43-46-17-35-001-0230	ALL - as stated in Section 3 of the ITB.
32 SW 4TH AVE	Public Parking Lot	12-43-46-17-06-029-0180	ALL - as stated in Section 3 of the ITB.
57 SW 5TH AVE	Public Parking Lot	12-43-46-17-06-029-0370	ALL - as stated in Section 3 of the ITB.
77 NW 5th Ave – Parking Lot on NW 5th Ave Only (Part of Mount Olive Baptist Church, Listed as 40 NW 4th Ave)	Public Parking Lot	12-43-46-17-53-000-0010	ALL - as stated in Section 3 of the ITB.
135 NW 5TH AVE - West Settlers Building	Commercial Building	12-43-46-17-65-001-0010 12-43-46-17-65-001-0020	ALL - as stated in Section 3 of the ITB.
215 SE 2ND AVE	Public Parking Lot	12-43-46-16-04-087-0060	ALL - as stated in Section 3 of the ITB.
98 NW 5TH AVE	Commercial Building	12-43-46-16-01-020-0110	ALL - as stated in Section 3 of the ITB.
LEVEL II PROPERTIES: VACANT/ UNIMPROVED LAND			
PROPERTY ADDRESS	DESCRIPTION	PARCEL CONTROL NUMBER	SERVICES NEEDED
34 NW 6TH AVE		12-43-46-17-01-012-0190	As stated in Section 3 of the ITB.
606 W ATLANTIC AVE		12-43-46-16-01-013-0090	As stated in Section 3 of the ITB.
640 W ATLANTIC AVE		12-43-46-16-01-013-0220	As stated in Section 3 of the ITB.
700 W ATLANTIC AVE (West of NW 8th Ave)		12-43-46-17-34-000-0010	As stated in Section 3 of the ITB.
805 W ATLANTIC AVE		12-43-46-17-22-001-0090	As stated in Section 3 of the ITB.
W ATLANTIC AVE - (800 Block West Atlantic Ave; Lot west of 805 W Atlantic Ave)		12-43-46-17-22-001-0101	As stated in Section 3 of the ITB.
909 W ATLANTIC AVE		12-43-46-17-42-010-0030	As stated in Section 3 of the ITB.
SW 6TH AVE (Lot between 26 & 36 SW 6th Ave)		12-43-46-16-01-013-0160	As stated in Section 3 of the ITB.
9 NW 7TH AVE		12-43-46-16-01-012-0090	As stated in Section 3 of the ITB.
27 NW 7TH AVE		12-43-46-17-01-012-0250	As stated in Section 3 of the ITB.
31 NW 7TH AVE		12-43-46-17-01-012-0240	As stated in Section 3 of the ITB.
11 SW 7TH AVE		12-43-46-16-01-013-0010	As stated in Section 3 of the ITB.
12 SW 7TH AVE		12-43-46-17-02-005-0210	As stated in Section 3 of the ITB.
13 SW 7TH AVE		12-43-46-16-01-013-0020	As stated in Section 3 of the ITB.
14 SW 7TH AVE		12-43-46-17-02-005-0220	As stated in Section 3 of the ITB.
16 SW 7TH AVE		12-43-46-17-02-005-0230	As stated in Section 3 of the ITB.

18 SW 7TH AVE		12-43-46-17-02-005-0240	As stated in Section 3 of the ITB.
21 SW 7TH AVE		12-43-46-16-01-013-0030	As stated in Section 3 of the ITB.
25 SW 7TH AVE		12-43-46-16-01-013-0230	As stated in Section 3 of the ITB.
29 SW 7TH AVE		12-43-46-16-01-013-0040	As stated in Section 3 of the ITB.
37 SW 7TH AVE		12-43-46-16-01-013-0060	As stated in Section 3 of the ITB.
31 SW 7TH AVE		12-43-46-16-01-013-0050	As stated in Section 3 of the ITB.
16 NW 8TH AVE		12-43-46-17-22-001-0070	As stated in Section 3 of the ITB.
NW 8TH AVE (west of 20 NW 8th Ave)		12-43-46-17-22-001-0030	As stated in Section 3 of the ITB.
NW 8TH AVE		12-43-46-17-22-001-0080	As stated in Section 3 of the ITB.
8TH AVE S (west of 20 NW 8th Ave)		12-43-46-17-22-001-0060	As stated in Section 3 of the ITB.
20 NW 8TH AVE		12-43-46-17-22-001-0040	As stated in Section 3 of the ITB.
13 SW 8TH AVE		12-43-46-17-02-005-0120	As stated in Section 3 of the ITB.
19 SW 8TH AVE		12-43-46-17-02-005-0150	As stated in Section 3 of the ITB.
20 SW 8TH AVE		12-43-46-17-42-009-0020	As stated in Section 3 of the ITB.
35 SW 8TH AVE		12-43-46-17-02-005-0170	As stated in Section 3 of the ITB.
26 NW 8TH AVE		12-43-46-17-26-004-0190	As stated in Section 3 of the ITB.
34 NW 8TH AVE		12-43-46-17-26-004-0210	As stated in Section 3 of the ITB.
38 NW 8TH AVE		12-43-46-17-26-004-0220	As stated in Section 3 of the ITB.
NW 9TH AVE - (North of 23 NW 9th Ave)		12-43-46-17-22-002-0010	As stated in Section 3 of the ITB.
23 NW 9TH AVE		12-43-46-17-22-002-0040	As stated in Section 3 of the ITB.
NW 9TH AVE - (South of 23 NW 9th Ave)		12-43-46-17-22-002-0050	As stated in Section 3 of the ITB.
15 NW 9TH AVE		12-43-46-17-22-002-0080	As stated in Section 3 of the ITB.
W ATLANTIC AVE & NW 9th Ave Lot (South of 15 NW 9th Ave)		12-43-46-17-22-002-0090	As stated in Section 3 of the ITB.
23 SW 9TH AVE		12-43-46-17-35-002-0010	As stated in Section 3 of the ITB.
NW 10th Ave		12-43-46-17-17-002-0090	As stated in Section 3 of the ITB.
Lot north of PCN 12-43-46-17-17-002-0090		12-43-46-17-17-002-0100	As stated in Section 3 of the ITB.
16 SW 10TH AVE		12-43-46-17-23-008-0210	As stated in Section 3 of the ITB.
19 SW 10TH AVE		12-43-46-17-35-001-0080	As stated in Section 3 of the ITB.
23 SW 10TH AVE		12-43-46-17-35-001-0090	As stated in Section 3 of the ITB.
27 SW 10TH AVE		12-43-46-17-35-001-0100	As stated in Section 3 of the ITB.
31 SW 10TH AVE		12-43-46-17-35-001-0110	As stated in Section 3 of the ITB.
35 SW 10TH AVE		12-43-46-17-35-001-0120	As stated in Section 3 of the ITB.
23 SW 11TH AVE		12-43-46-17-23-008-0140	As stated in Section 3 of the ITB.
14 SW 12TH AVE		12-43-46-17-18-002-0210	As stated in Section 3 of the ITB.
15 SW 12TH AVE		12-43-46-17-23-005-0130	As stated in Section 3 of the ITB.
18 SW 12TH AVE		12-43-46-17-18-002-0220	As stated in Section 3 of the ITB.
27 SW 12TH AVE		12-43-46-17-23-005-0160	As stated in Section 3 of the ITB.
SW 8th Ave		12-43-46-17-42-009-0070	As stated in Section 3 of the ITB.
238 SW 14TH AVE		12-43-46-17-19-003-0101	As stated in Section 3 of the ITB.
23 NW 10TH AVE		12-43-46-17-42-010-0020	As stated in Section 3 of the ITB.
26 SW 6TH AVE		12-43-46-16-01-013-0140	As stated in Section 3 of the ITB.
28 SW 8TH AVE		12-43-46-17-35-002-0110	As stated in Section 3 of the ITB.
27 NW 10TH AVE		12-43-46-17-26-003-0060	As stated in Section 3 of the ITB.
W ATLANTIC AVE		12-43-46-17-17-002-0020	As stated in Section 3 of the ITB.
618 NW 1ST ST		12-43-46-17-01-012-0220	As stated in Section 3 of the ITB.
29 SW 6TH AVE		12-43-46-16-01-021-0030	As stated in Section 3 of the ITB.
46 SW 8TH AVE		12-43-46-17-42-009-0030	As stated in Section 3 of the ITB.
19 NW 10TH AVE		12-43-46-17-42-010-0010	As stated in Section 3 of the ITB.
Alley Between SW 6th & 7th Ave		12-43-46-16-01-013-0240	As stated in Section 3 of the ITB.
260 NW 9TH AVE		12-43-46-17-25-001-0320	As stated in Section 3 of the ITB.
W ATLANTIC AVE and NW 9th Ave		12-43-46-17-22-002-0100	As stated in Section 3 of the ITB.
W ATLANTIC AVE - Between NW 8th and NW 9th Ave		12-43-46-17-35-002-0100	As stated in Section 3 of the ITB.
W ATLANTIC AVE- Between NW 8th and NW 9th Ave		12-43-46-17-22-002-0130	As stated in Section 3 of the ITB.
W ATLANTIC AVE		12-43-46-17-22-0020-0140	As stated in Section 3 of the ITB.
W ATLANTIC AVE and SW 9th Ave.		12-43-46-17-42-009-0080	As stated in Section 3 of the ITB.
15 NW 11TH AVE		12-43-46-17-17-002-0320	As stated in Section 3 of the ITB.
51 NW 9TH AVE		12-43-46-17-26-004-0010	As stated in Section 3 of the ITB.
W ATLANTIC AVE and NW 11TH AVE		12-43-46-17-16-006-0060	As stated in Section 3 of the ITB.

W ATLANTIC AVE and NW 11TH AVE		12-43-46-17-17-002-0060	As stated in Section 3 of the ITB.
704 SW 4TH ST (fenced) & lot across street		12-43-46-20-01-001-0240	As stated in Section 3 of the ITB.
W ATLANTIC AVE - East of NW 5th Ave		12-43-46-17-22-002-0130	As stated in Section 3 of the ITB.
622 NW 1st Street		12-43-46-17-01-012-0230	As stated in Section 3 of the ITB.
23 NW 7th Avenue		12-43-46-17-01-012-0260	As stated in Section 3 of the ITB.
Lot South of 23 NW 7th Avenue		12-43-46-16-01-012-0010	As stated in Section 3 of the ITB.
		12-43-46-17-25-002-0300	
250 NW 8th Avenue		12-43-46-17-25-002-0010	As stated in Section 3 of the ITB.
256 NW 8th Avenue		12-43-46-17-25-002-0310	As stated in Section 3 of the ITB.

NOTE: Properties that do not require landscape services at this time, but will be added at a future date due to ongoing construction. The services required and Agreement will be adjusted accordingly at that time:

- 95 SW 5th Avenue
- 36 SW 6th Avenue
- 46 SW 6th Avenue
- 48 SW 6th Avenue
- 105 SW 5th Avenue
- 106 NW 10th Avenue