

Solicitation Q2024-026

Sod and Sod Installation

Bid Designation: Public



City of Delray Beach

Bid Q2024-026 Sod and Sod Installation

Bid Number **Q2024-026**
 Bid Title **Sod and Sod Installation**

Bid Start Date **In Held**
 Bid End Date **Jun 6, 2024 2:00:00 PM EDT**
 Question & Answer End Date **Jun 4, 2024 5:00:00 PM EDT**

Bid Contact **Joel Burzynski**
Purchasing Agent
Finance
561-243-7153
burzynskij@mydelraybeach.com

Contract Duration **One Time Purchase**
 Contract Renewal **Not Applicable**
 Prices Good for **120 days**

Bid Comments **Scope:** The City of Delray Beach, Florida ("City") through its Park and Recreation Department, is soliciting quotes to provide Sod and Sod Installation for Delray Beach Golf Course (2200 Highland Ave) and Lakeview Golf Course (1200 Dover Rd).

Questions and Answers: The City provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through Periscope (formerly BidSync) by the date and time referenced in the solicitation document (including any addenda). The City will respond to all questions via Periscope.

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

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

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

Once the bid has been decrypted the tabulation link will appear under the "details tab" page. Vendors are instructed to contact Periscope S2G (BidSync) immediately for technical assistance if this feature is not available on their dashboard.

Item Response Form

Item **Q2024-026--01-01 - Bermuda Tif Eagle**
 Quantity **22500 square foot**
 Unit Price

Delivery Location **City of Delray Beach**
Municipal Golf Course
Parks And Recreation
2200 HIGHLAND AVENUE
DELRAY BEACH FL 33444
Qty 22500

Description
Delray Beach Golf Course

Item **Q2024-026--01-02 - Bermuda Tif Eagle**
Quantity **55000 square foot**
Unit Price
Delivery Location **City of Delray Beach**
Municipal Golf Course
Parks And Recreation
2200 HIGHLAND AVENUE
DELRAY BEACH FL 33444
Qty 55000

Description
Lakeview Golf Course



CITY OF DELRAY BEACH
PURCHASING AND CONTRACT ADMINISTRATION DIVISION
EMAIL: burzynskij@mydelraybeach.com

INVITATION TO QUOTE

QUOTE NO.: Q2024-026

**TITLE: Sod and Sod Installation for Delray Beach
Golf Course and Lakeview Golf Course**

ISSUE DATE: May 30, 2024

DEPARTMENT: PARKS AND RECREATION

DUE DATE: June 6, 2024

The City of Delray Beach, Florida ("City") is soliciting quotes to provide Sod and Sod Installation for Delray Beach Golf Course and Lakeview Golf Course as identified in the Scope of Services herein. Any individual, firm or company wishing to submit a quote ("Bidder") must comply with the requirements contained in this Invitation to Quote ("ITQ").

1. **CORRESPONDENCE:** The number of this ITQ must appear on all correspondence, or inquiries, pertaining to this ITQ.
2. **NOTICE OF PUBLIC DOCUMENTS:** Any and all materials initially or subsequently submitted as part of the solicitation process for this ITQ shall become the property of the City and shall be treated as City documents subject to typical practice and applicable laws for public records.
3. **PREPARATION COSTS:** The City will not be liable for any costs associated with the preparation, transmittal or presentation of any quotes or materials submitted in response to this ITQ.
4. **ADDENDA:** Any interpretations, corrections, or changes to this ITQ will be made by addenda.
5. **QUESTIONS:** Any questions regarding the specifications and Solicitation process must be submitted in writing through the "Question" feature on www.periscopeholdings.com/s2g. Requests for clarification and additional information must be received prior to the Deadline for Submission of Questions.

The Deadline for Submission of Questions regarding this ITQ will be June 4, 2024, by 5:00 pm EST.
Only electronic bids will be accepted.

Each Bidder must examine this ITQ, which incorporates all its addenda, appendices, exhibits and attachments. Submission of a Quote will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

6. **CITY'S ACCEPTANCE:** Unless otherwise specified herein, the Bidder will allow a minimum of one hundred and twenty (120) days from the Due Date and Time for acceptance of its Quote by the City Manager.

7. **QUOTE FORMAT:** Quotes must include the following:

Conflict of Interest Form (completed and fully executed)
Quote Submittal Signature Page (completed and fully executed)
Schedule of Pricing

[Remainder of page intentionally left blank]

SECTION 1: SPECIFICATIONS

1.1 SCOPE

The City of Delray Beach, through its Parks and Recreations Department, seeks quotes from qualified vendors to provide sod and sod installation for Delray Beach Golf Course and Lakeview Golf Course.

The low bidder shall provide all labor, materials, facilities, equipment, supplies, and travel for the work.

Contractors shall use trained and skilled employees in this trade that are directly employed with their company, must furnish all supervision, labor, equipment, material, and supplies necessary to properly perform the work required, must be licensed as required by the State of Florida.

1.2 PERFORMANCE

The sod material delivered must be of the highest quality and meet all Federal, State, and local laws. All sod installation work must meet the enclosed specifications and be approved by the City. Any sod delivered and/or installed not meeting the specifications outlined in this Invitation to Quote shall be replaced at the discretion of the City.

If any material is damaged or destroyed through the fault of the vendor, the item must be replaced within forty-eight (48) hours at the contractor's expense. The replacement sod must be the same species and size. Failure to adhere to the above requirements may result in cancellation.

1.3 QUALITY ASSURANCE

All sod furnished under this ITQ shall be of commercial quality grade as specified by the Southern Seed Certification Association, Inc.

Contractor's superintendent shall be well versed in Florida sod material and planting operations. All employees shall be competent and highly skilled in their particular job responsibility in order to properly perform the work. The Contractor is responsible for maintaining the quality of the material on the job throughout the duration of the contract.

Any nursery supplying sod that has represented the quality of the sod as being higher than the actual grade as determined under this section shall remove from the project all sod already delivered. Also, the nursery shall not be allowed to supply any additional sod until written evidence is submitted by the Contractor and confirmed by the Grounds Maintenance departments of the City that all material has been inspected and approved by the State Plant Board as being of the quality as represented.

Compliance with all current restrictions is regarded to movement of the sod into or within areas which are outside of quarantine boundaries for the white fringed beetle and the imported fire ant, as issued by the following agencies:

- a. U.S. Department of Agriculture, Animal and Plant Health Inspection Services
- b. Florida Department of Agriculture, Division of Plant Industry

Names of varieties not included therein have been generally derived from names accepted in the landscape industry. Where the local nomenclature of the common name differs, the local nomenclature has been used.

The sod shall be nursery grown, except where specified otherwise, and shall comply with all required inspectors, grading standards, and plant regulations as set forth by the Florida Department of Agriculture.

1.4 GUARANTEE

The guaranteeing sod shall be construed to mean complete and immediate replacement of sod if it is:

- a. Not in a healthy growing condition
- b. There is a question to its survival ability at the end of the Guarantee period.
- c. Sod is dead.
- d. Contains excessive weed contamination.
- e. Infestation of **any** pests and/or bugs (i.e. fringed beetle)

Replacement of sod shall be of the same species as that of the plant to be replaced. The guarantee shall be null and void for sod, which is damaged, unhealthy, or dies as a result of Acts of God, limited to hail, freeze and winds which exceed hurricane force; providing the sod was in healthy growing condition prior to these Acts of God.

1.5 TRANSPORTATION

Movement of sod shall comply with all Federal, State, and local laws and regulations. Sod shall be transported on vehicles of adequate size.

1.6 SOD INSTALLATION

Delray Beach Golf Course

Installation shall be in accordance with the guidelines specified by the Southern Seed Certification Association, Inc. and including but not limited to the following:

- Prep/leveling for sod ready surface
- Sod cut existing sod to edge out and blend new sod to existing
- Hand till with hard rake to agitate soil or roto-till
- Remove 4" of soil
- 5 loads 85/15 included and spread for final grade as needed
- Roll sod after installation
- Golf course will provide an area to dump all cut out debris and soil removed or dumpsters
- Installer must be equipped with proper tools to cut and smooth out depressions created by loaders, forklifts, etc. and must have on-site equipment to move sod pallets. Ground preparation will be the responsibility of the City.
- Installer shall clean all adjacent areas soiled during installation and remove all pallets from site.

Lakeview Golf Course

Installation shall be in accordance with the guidelines specified by the Southern Seed Certification Association, Inc. and including but not limited to the following:

- Prep/leveling for sod ready surface

- Sod cut existing sod to edge out and blend new sod to existing
- Hand till with hard rake to agitate soil or roto-till
- Remove 4" of soil
- 2 loads 85/15 included and spread for final grade as needed
- Roll sod after installation
- Golf course will provide an area to dump all cut out debris and soil removed or dumpsters
- Installer must be equipped with proper tools to cut and smooth out depressions created by loaders, forklifts, etc. and must have on-site equipment to move sod pallets. Ground preparation will be the responsibility of the City.
- Installer shall clean all adjacent areas soiled during installation and remove all pallets from site.

1.7 TERM OF CONTRACT
Intentionally Omitted

1.8 OPTIONS TO RENEW
Intentionally Omitted

1.9 DELIVERY
Delivery required to Delray Beach Golf Course (2200 Highland Ave) and Lakeview Golf Course (1200 Dover Rd)

END OF SECTION 1

SECTION 2: SCHEDULE OF PRICING

2.1 PRICES AND RATES

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

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

Delray Beach Golf Course

Item	Description	SQ. FT.	Price	Extended Price
1.	Bermuda Tif Eagle	22,500		

Lakeview Golf Course

Item	Description	SQ. FT.	Price	Extended Price
1.	Bermuda Tif Eagle	55,000		

END OF SECTION 2

SECTION 3: TERMS AND CONDITIONS

1. PRICING/PERIOD OF AGREEMENT:

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted will be firm for acceptance for a period of one hundred and twenty **(120) days** from the Due Date unless otherwise stated by the City or Bidder.

2. COMPLIANCE WITH SAFETY STANDARDS:

A. All equipment, machinery, electrical appliances, cords and apparatus shall comply with all safety provisions of the Occupational Safety and Health Act (OSHA) and other applicable regulatory agencies.

B. Whenever a Quote is sought, and services secured for any type of on-site construction the Bidder(s) that is awarded the Agreement(s) (Successful Bidder) shall remove from the work site at the end of each working day all rubbish and waste debris resulting from its operations. The Successful Bidder shall also secure the work site before leaving at the end of each working day.

3. SIGNED QUOTE CONSIDERED AN OFFER:

This signed Quote shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the City Manager and in case of default on the part of the Bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

4. INDEMNITY/HOLDHARMLESS AGREEMENT:

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

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

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

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

The required insurance coverage is to be issued by an insurance company authorized

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

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

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

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

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

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

7. **AWARD OF QUOTE:** The City reserves the right to accept any Quote or combination of Quote alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
8. **BILLING INSTRUCTIONS:** Invoices must show the purchase order number and shall be submitted electronically to accountspayable@mydelraybeach.com or

mailed to Accounts Payable, 100 N.W. 1st Avenue, Delray Beach, FL 33444.

- 9. TAXES:** The City is exempt from any sales tax imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. **85-8012621559C-4** appears on each purchase order.

10. ANTI-COLLUSION:

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

11. CONFLICT OF INTEREST:

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

12. PUBLIC RECORDS:

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

requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

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

- 13. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** 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.

- 14. OFFICE OF THE INSPECTOR GENERAL:** Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.
- 15. METHOD OF ORDERING:** A Purchase Order(s) will be issued for this purchase.

[Remainder of page intentionally left blank]

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

QUOTE SUBMITTAL SIGNATURE PAGE

Firm Name: _____

Street Address: _____

Mailing Address (if different from Street Address): _____

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Identification Number: _____

Delivery/begin work in calendar days after receipt of Purchase Order: _____ Days

Prices firm for acceptance for 120 days?

Yes No Other

State Manufacturer and Model of the following:

Please state your warranties:

Equipment _____

Installation _____

Have you made a site visit? Yes No

Acknowledged by:

Firm Name

Signature

Date

Printed Name and Title

By signing this document, the Bidder agrees to all terms and conditions of this ITQ.

Question and Answers for Bid #Q2024-026 - Sod and Sod Installation

Overall Bid Questions

There are no questions associated with this bid.