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 Statues, 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.

l. 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 contruction. 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

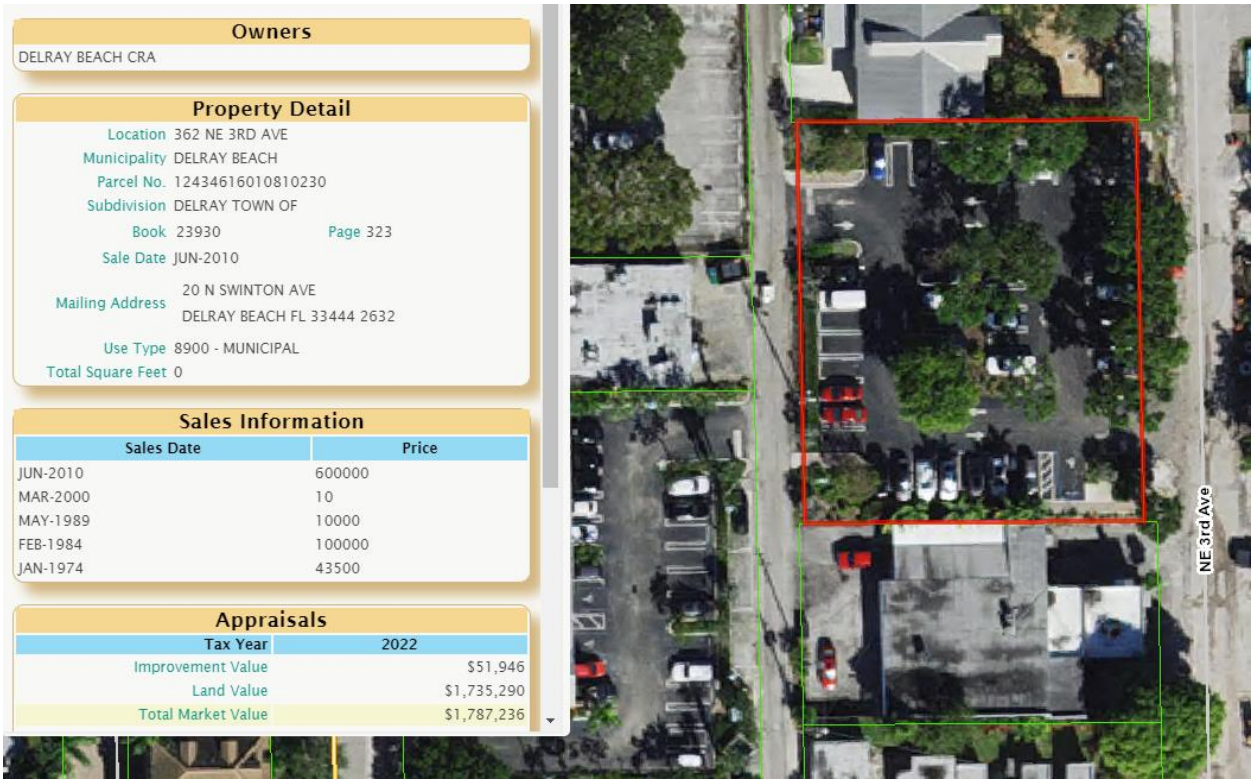
Appraisals

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

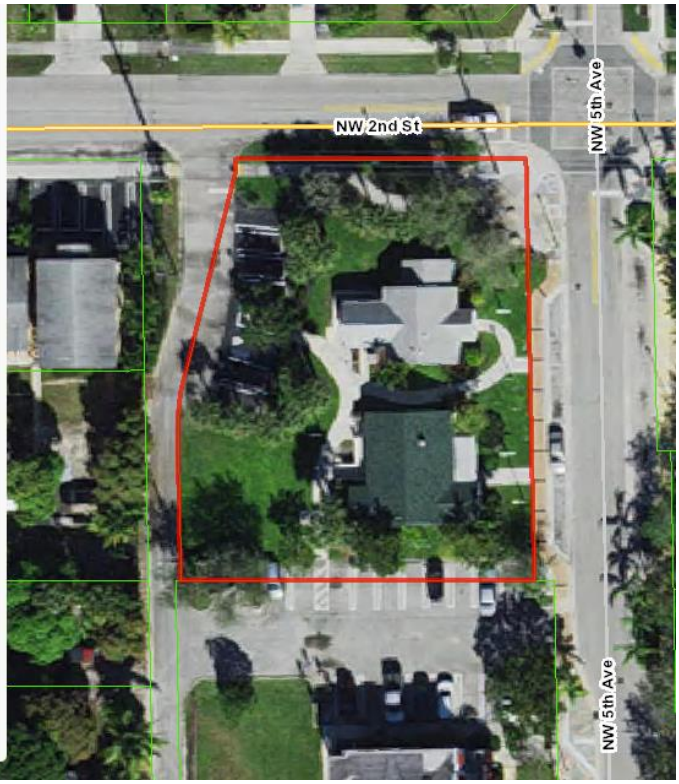
Sales Information

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

Appraisals

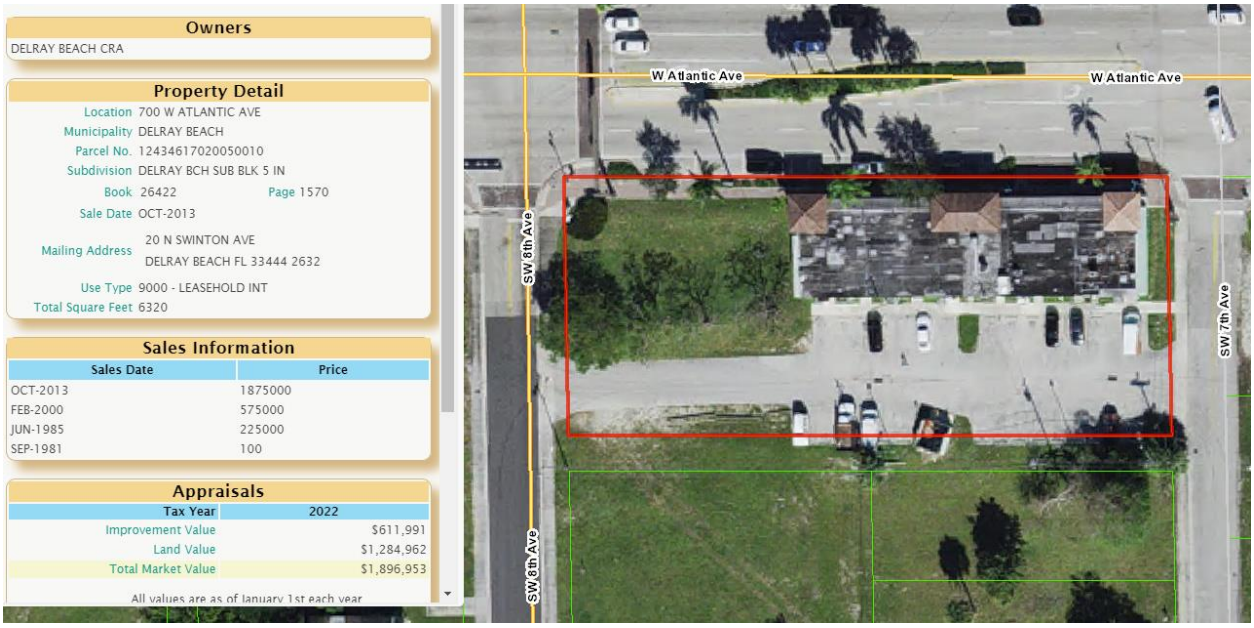
Tax Year	2022
Improvement Value	$429,232
Land Value	$366,686
Total Market Value	$795,918

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

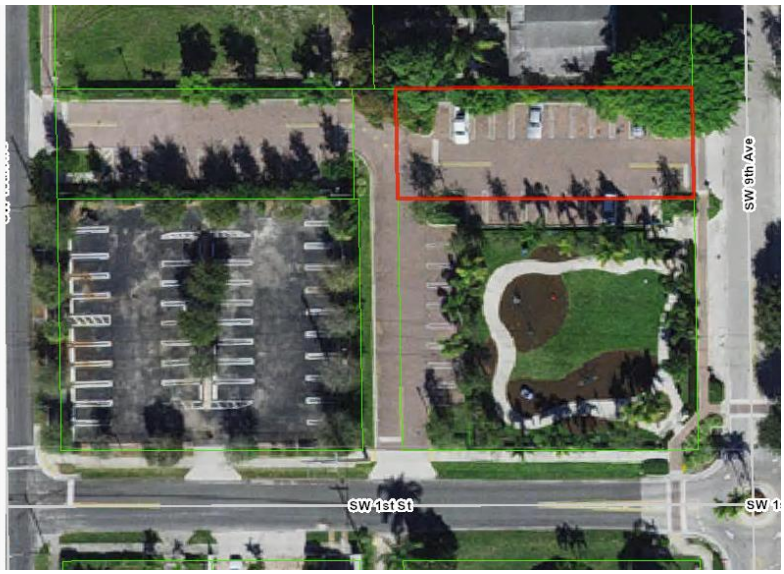
Sales Information

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

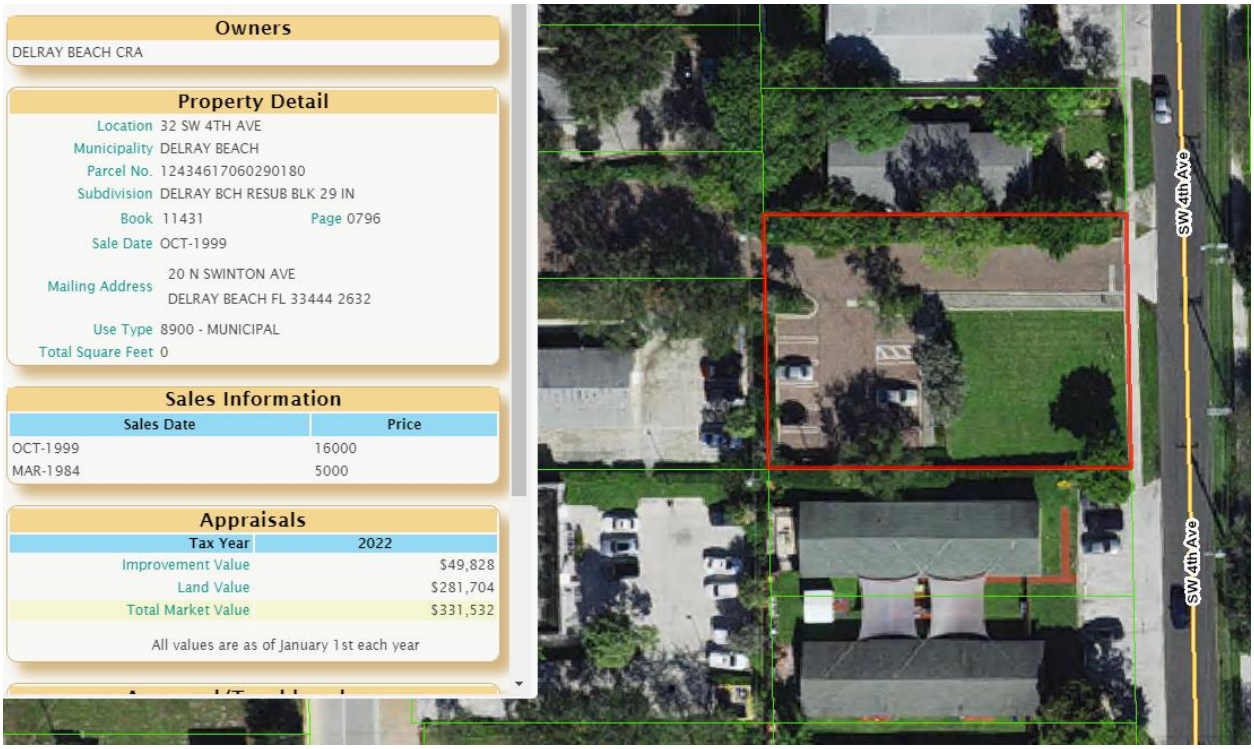
Appraisals

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

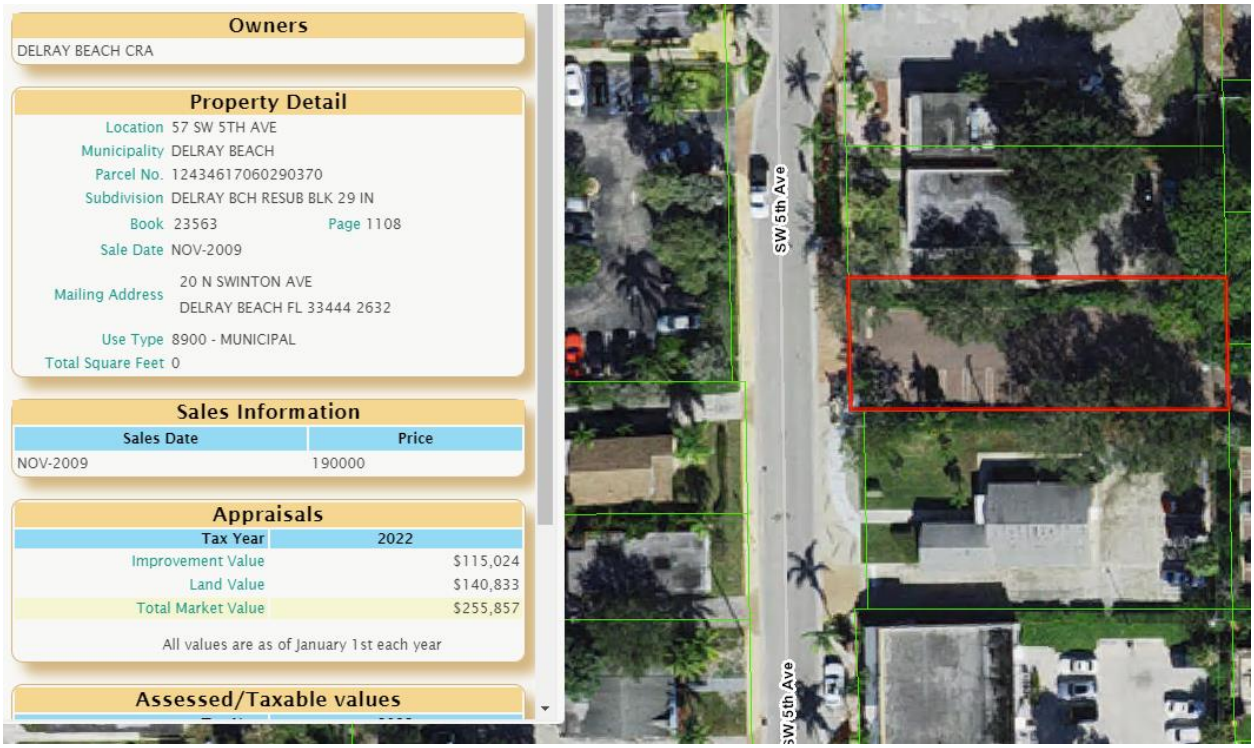
Appraisals

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

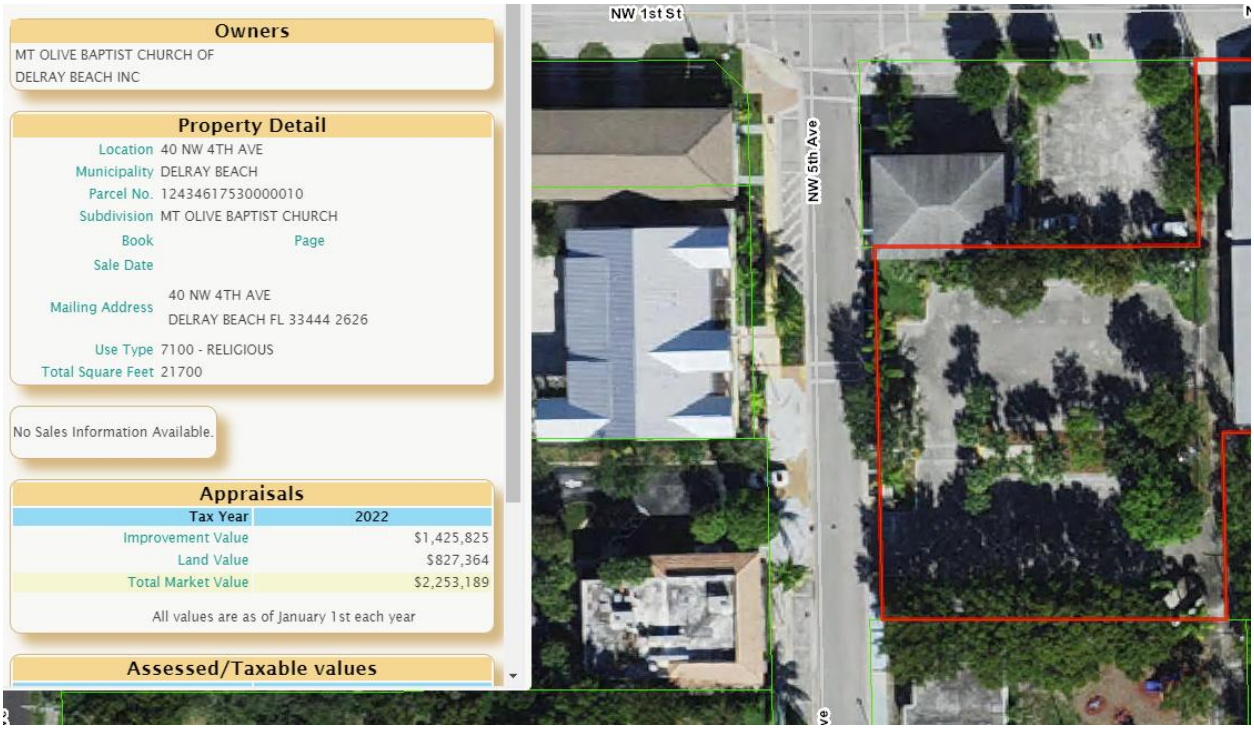
Assessed/Taxable values

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

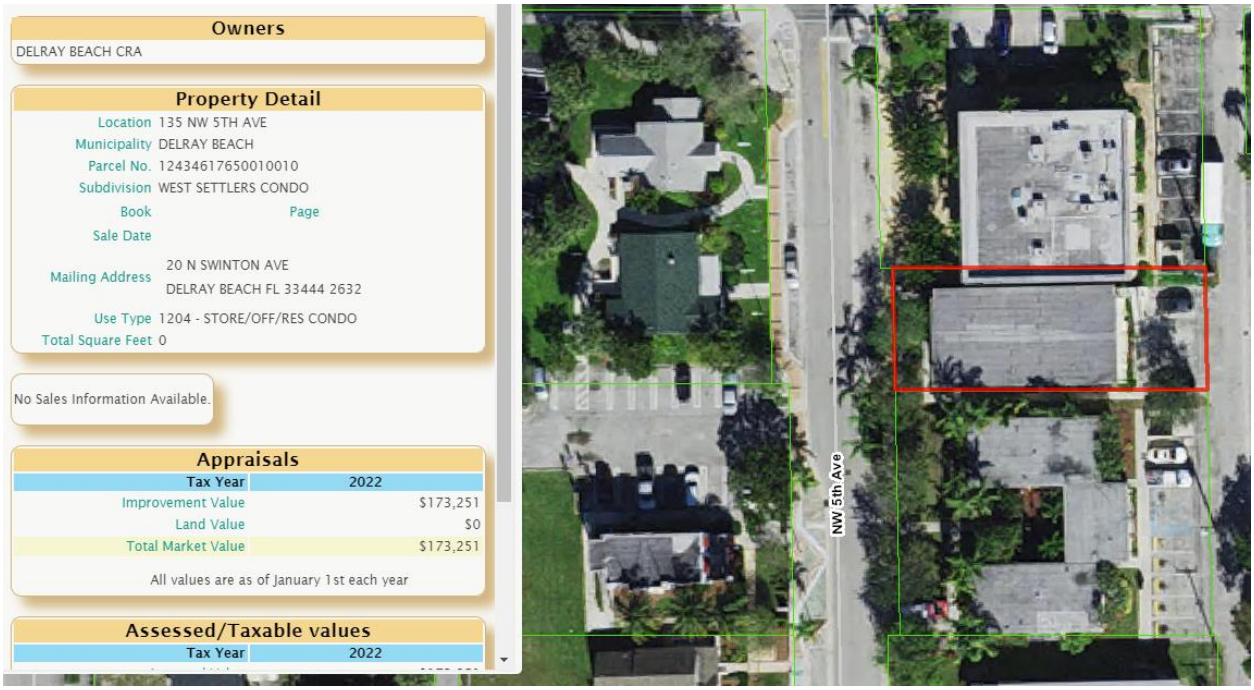
Tax Year	2022
Improvement Value	$1,425,825
Land Value	$827,364
Total Market Value	$2,253,189

All values are as of January 1st each year

Assessed/Taxable values

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

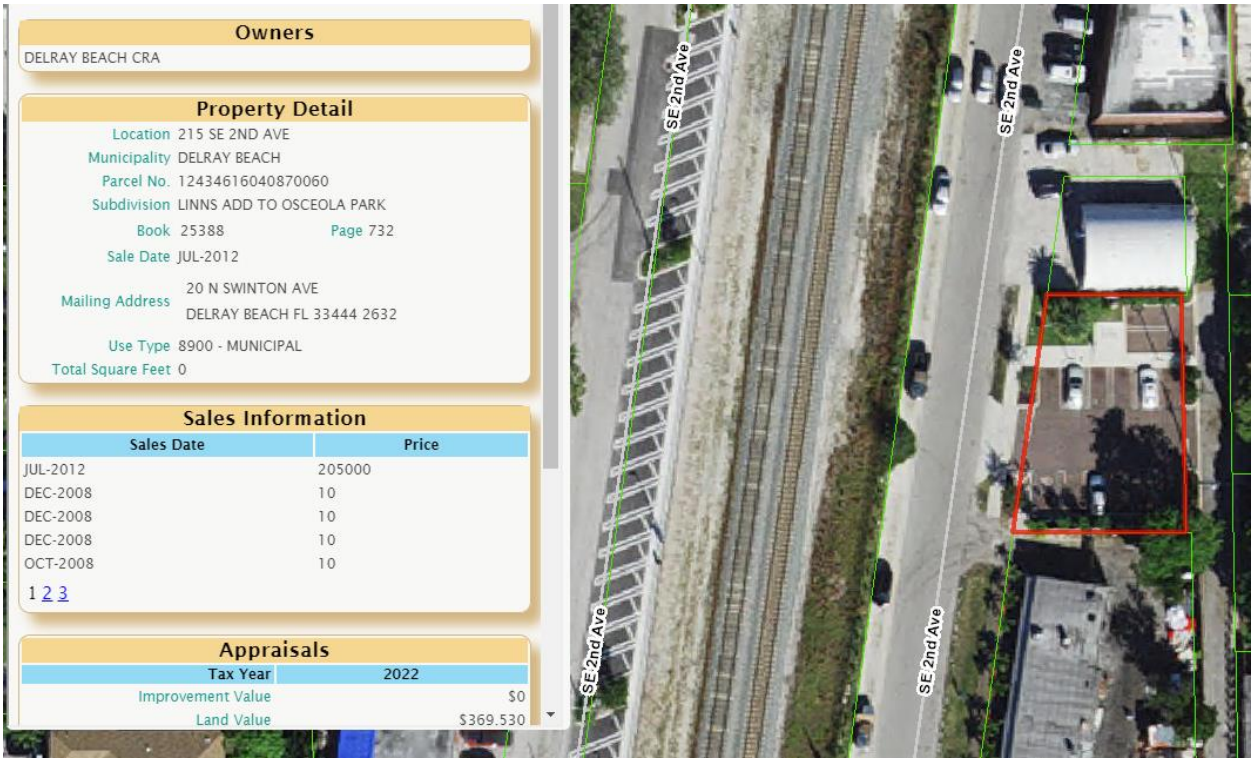
All values are as of January 1st each year

Assessed/Taxable values

Tax Year	2022

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

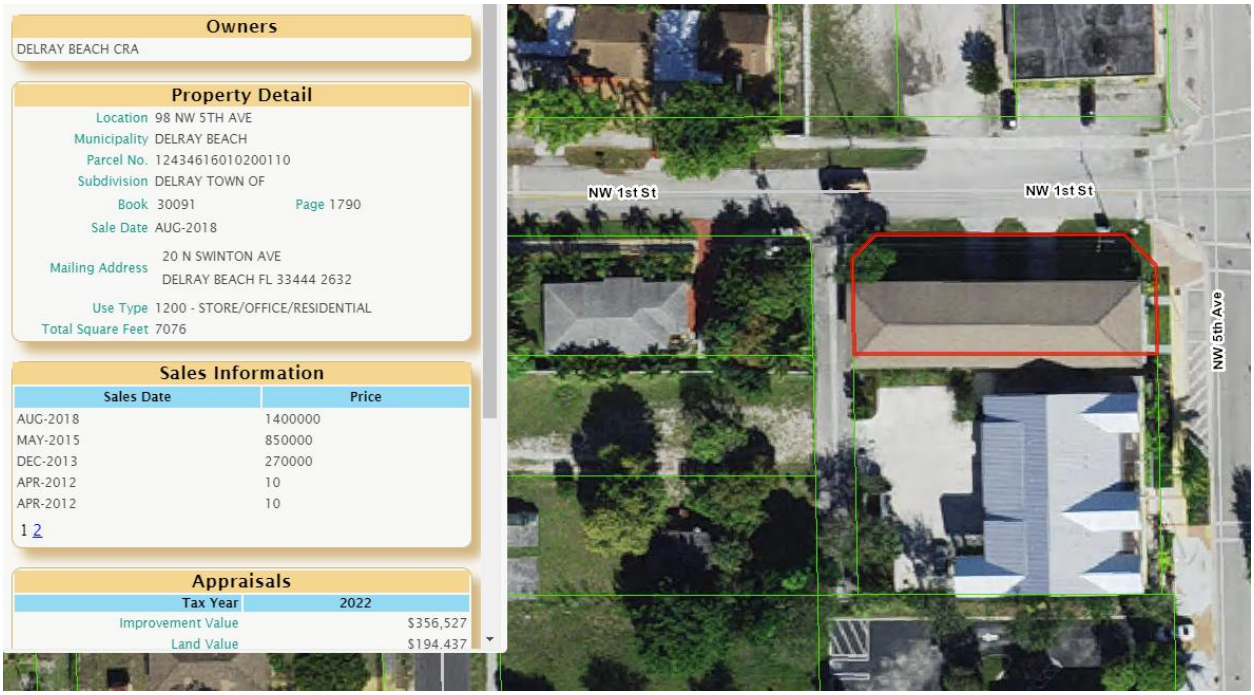
1 2 3

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: _____