

**Granite Telecommunications, LLC**

Bid Contact **Larry Aldrich**  
**laldrich@granitenet.com**  
**Ph 202-838-3480**

Address **100 Newport Avenue Ext**  
**Quincy, MA 02171**

Bid Notes **250mb Wireless Backup Available for \$29.99 MRC**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
2016-061--01-01	Option 1: 5 Year Term: Site 1	<b>Supplier Product</b> <b>Code:</b> 100 N W 1 Ave	<b>First Offer - \$1,148.51</b>	1 / month	<b>\$1,148.51</b>	<b>Y</b>
2016-061--01-02	Option 1: 5 Year Term: Site 2	<b>Supplier Product</b> <b>Code:</b> 505 SE 5 Ave	<b>First Offer - \$1,148.51</b>	1 / month	<b>\$1,148.51</b>	<b>Y</b>
2016-061--01-03	Option 1: 5 Year Term: Site 3	<b>Supplier Product</b> <b>Code:</b> 1500 SW 6 Street	<b>First Offer - \$1,148.51</b>	1 / month	<b>\$1,148.51</b>	<b>Y</b>
2016-061--01-04	Option 1: 5 Year Term: Site 4	<b>Supplier Product</b> <b>Code:</b> 145 SW 12 Avenue	<b>First Offer - \$1,148.51</b>	1 / month	<b>\$1,148.51</b>	<b>Y</b>
2016-061--01-05	Option 1: 5 Year Term: Site 5	<b>Supplier Product</b> <b>Code:</b> 2200 Highland Ave	<b>First Offer - \$1,466.51</b>	1 / month	<b>\$1,466.51</b>	<b>Y</b>
2016-061--01-06	Option 1: 5 Year Term: Site 6	<b>Supplier Product</b> <b>Code:</b> 2350 Jaeger Drive	<b>First Offer - \$809.31</b>	1 / month	<b>\$809.31</b>	<b>Y</b>
2016-061--01-07	Option 1: 5 Year Term: Site 7	<b>Supplier Product</b> <b>Code:</b> 35 Andrews Ave	<b>First Offer - \$1,148.51</b>	1 / month	<b>\$1,148.51</b>	<b>Y</b>
2016-061--01-08	Option 1: 5 Year Term: Site 8	<b>Supplier Product</b> <b>Code:</b> 651 Linton Blvd	<b>First Offer - \$1,148.51</b>	1 / month	<b>\$1,148.51</b>	<b>Y</b>
2016-061--01-09	Option 1: 5 Year Term: Site 9	<b>Supplier Product</b> <b>Code:</b> 4321 Lake Ida Rd	<b>First Offer - \$1,148.51</b>	1 / month	<b>\$1,148.51</b>	<b>Y</b>
2016-061--01-10	Option 1: 5 Year Term: Site 10	<b>Supplier Product</b> <b>Code:</b> 4000 Germantown Rd	<b>First Offer - \$1,148.51</b>	1 / month	<b>\$1,148.51</b>	<b>Y</b>
2016-061--01-11	Option 1: 5 Year Term: Site 11	<b>Supplier Product</b> <b>Code:</b> 3612 S Ocean Blvd.	<b>First Offer - \$1,148.51</b>	1 / month	<b>\$1,148.51</b>	<b>Y</b>
2016-061--01-12	Option 1: 5 Year Term: Site 12	<b>Supplier Product</b> <b>Code:</b> 1200 Dover Road	<b>First Offer - \$809.31</b>	1 / month	<b>\$809.31</b>	<b>Y</b>
2016-061--01-13	Option 1: 5 Year Term: Site 13	<b>Supplier Product</b> <b>Code:</b> 340 S Ocean Ave	<b>First Offer - \$809.31</b>	1 / month	<b>\$809.31</b>	<b>Y</b>
2016-061--01-14	Option 1: 5 Year Term: Site 14	<b>Supplier Product</b> <b>Code:</b> 1101 NW 2 St	<b>First Offer - \$1,148.51</b>	1 / month	<b>\$1,148.51</b>	<b>Y</b>

2016-061--01-15	Option 1: 5 Year Term: Site 15	<b>Supplier Product</b> <b>Code:</b> 802 NE 1 St	<b>First Offer - \$809.31</b>	1 / month	<b>\$809.31</b>	<b>Y</b>
2016-061--01-16	Option 1: 5 Year Term: Site 16	<b>Supplier Product</b> <b>Code:</b> 200 NW 1 Ave	<b>First Offer - \$809.31</b>	1 / month	<b>\$809.31</b>	<b>Y</b>
2016-061--01-17	Option 1: 5 Year Term: Site 17	<b>Supplier Product</b> <b>Code:</b> 150 NW 1 Ave	<b>First Offer - \$915.31</b>	1 / month	<b>\$915.31</b>	<b>Y</b>
2016-061--01-18	Option 1: 5 Year Term: Site 18	<b>Supplier Product</b> <b>Code:</b> 50 NW 1 Ave	<b>First Offer - \$809.31</b>	1 / month	<b>\$809.31</b>	<b>Y</b>
2016-061--01-19	Option 1: 5 Year Term: Site 19	<b>Supplier Product</b> <b>Code:</b> 300 W Atlantic Ave	<b>First Offer - \$735.11</b>	1 / month	<b>\$735.11</b>	<b>Y</b>
2016-061--01-20	Option 1: 5 Year Term: Site 20	<b>Supplier Product</b> <b>Code:</b> 501 W Atlantic Ave	<b>First Offer - \$809.31</b>	1 / month	<b>\$809.31</b>	<b>Y</b>
2016-061--01-21	Option 1: 5 Year Term: Site 21	<b>Supplier Product</b> <b>Code:</b> 525 NE 3rd Avenue-Suite 104	<b>First Offer - \$915.31</b>	1 / month	<b>\$915.31</b>	<b>Y</b>
2016-061--01-22	Option 1: 5 Year Term: Site 22	<b>Supplier Product</b> <b>Code:</b> 434 S Swinton Ave	<b>First Offer - \$809.31</b>	1 / month	<b>\$809.31</b>	<b>Y</b>
2016-061--01-23	Option 1: 5 Year Term: Site 23	<b>Supplier Product</b> <b>Code:</b> 600 SW 15th Avenue	<b>First Offer - \$915.31</b>	1 / month	<b>\$915.31</b>	<b>Y</b>
2016-061--01-24	Option 1: 5 Year Term: Site 24	<b>Supplier Product</b> <b>Code:</b> 1905 SW 4th Ave	<b>First Offer - \$915.31</b>	1 / month	<b>\$915.31</b>	<b>Y</b>
2016-061--01-25	Option 1: 5 Year Term: Site 25	<b>Supplier Product</b> <b>Code:</b> 201 W Atlantic Ave	<b>First Offer - \$809.31</b>	1 / month	<b>\$809.31</b>	<b>Y</b>
2016-061--01-26	Option 1: 5 Year Term: Site 26	<b>Supplier Product</b> <b>Code:</b> 1102 NW 3 Street	<b>First Offer - \$915.31</b>	1 / month	<b>\$915.31</b>	<b>Y</b>
2016-061--01-27	Option 1: 5 Year Term: Site 27	<b>Supplier Product</b> <b>Code:</b> 141 SW 12 Avenue	<b>First Offer - \$809.31</b>	1 / month	<b>\$809.31</b>	<b>Y</b>
2016-061--01-28	Option 1: 5 Year Term: Site 28	<b>Supplier Product</b> <b>Code:</b> 1570 S. Fed. Hwy	<b>First Offer - \$915.31</b>	1 / month	<b>\$915.31</b>	<b>Y</b>
2016-061--01-29	Option 1: 5 Year Term: Site 29	<b>Supplier Product</b> <b>Code:</b> 200 SW 6 St	<b>First Offer - \$915.31</b>	1 / month	<b>\$915.31</b>	<b>Y</b>
2016-061--01-30	Option 1: 5 Year Term: Site 30	<b>Supplier Product</b> <b>Code:</b> 1101 NW 2 St	<b>First Offer - \$915.31</b>	1 / month	<b>\$915.31</b>	<b>Y</b>
2016-061--01-31	Option 1: 5 Year Term: Site 31	<b>Supplier Product</b> <b>Code:</b> 100 W Atlantic Ave	<b>First Offer - \$735.11</b>	1 / month	<b>\$735.11</b>	<b>Y</b>

					Lot Total	\$29,837.41		
Item #	Line Item	Notes	Unit Price	Qty/Unit			Attch.	Docs
2016-061--02-01	Option 2: 10 Year Term: Site 1	<b>Supplier Product</b> <b>Code:</b> 100 N W 1 Ave	<b>First Offer - \$3,328.40</b>	1 / month		<b>\$3,328.40</b>		<b>Y</b>
2016-061--02-02	Option 2: 10 Year Term: Site 2	<b>Supplier Product</b> <b>Code:</b> 505 SE 5 Ave	<b>First Offer - \$3,328.40</b>	1 / month		<b>\$3,328.40</b>		<b>Y</b>
2016-061--02-03	Option 2: 10 Year Term: Site 3	<b>Supplier Product</b> <b>Code:</b> 1500 SW 6 Street	<b>First Offer - \$3,328.40</b>	1 / month		<b>\$3,328.40</b>		<b>Y</b>
2016-061--02-04	Option 2: 10 Year Term: Site 4	<b>Supplier Product</b> <b>Code:</b> 145 SW 12 Avenue	<b>First Offer - \$3,328.40</b>	1 / month		<b>\$3,328.40</b>		<b>Y</b>
2016-061--02-05	Option 2: 10 Year Term: Site 5	<b>Supplier Product</b> <b>Code:</b> 2200 Highland Ave	<b>First Offer - \$3,816.00</b>	1 / month		<b>\$3,816.00</b>		<b>Y</b>
2016-061--02-06	Option 2: 10 Year Term: Site 6	<b>Supplier Product</b> <b>Code:</b> 2350 Jaeger Drive	<b>First Offer - \$3,211.80</b>	1 / month		<b>\$3,211.80</b>		<b>Y</b>
2016-061--02-07	Option 2: 10 Year Term: Site 7	<b>Supplier Product</b> <b>Code:</b> 35 Andrews Ave	<b>First Offer - \$3,328.40</b>	1 / month		<b>\$3,328.40</b>		<b>Y</b>
2016-061--02-08	Option 2: 10 Year Term: Site 8	<b>Supplier Product</b> <b>Code:</b> 651 Linton Blvd	<b>First Offer - \$3,328.40</b>	1 / month		<b>\$3,328.40</b>		<b>Y</b>
2016-061--02-09	Option 2: 10 Year Term: Site 9	<b>Supplier Product</b> <b>Code:</b> 4321 Lake Ida Rd	<b>First Offer - \$3,328.40</b>	1 / month		<b>\$3,328.40</b>		<b>Y</b>
2016-061--02-10	Option 2: 10 Year Term: Site 10	<b>Supplier Product</b> <b>Code:</b> 4000 Germantown Rd	<b>First Offer - \$3,328.40</b>	1 / month		<b>\$3,328.40</b>		<b>Y</b>
2016-061--02-11	Option 2: 10 Year Term: Site 11	<b>Supplier Product</b> <b>Code:</b> 3612 S Ocean Blvd.	<b>First Offer - \$3,328.40</b>	1 / month		<b>\$3,328.40</b>		<b>Y</b>
2016-061--02-12	Option 2: 10 Year Term: Site 12	<b>Supplier Product</b> <b>Code:</b> 1200 Dover Road	<b>First Offer - \$3,211.80</b>	1 / month		<b>\$3,211.80</b>		<b>Y</b>
2016-061--02-13	Option 2: 10 Year Term: Site 13	<b>Supplier Product</b> <b>Code:</b> 340 S Ocean Ave	<b>First Offer - \$3,211.80</b>	1 / month		<b>\$3,211.80</b>		<b>Y</b>

2016-061--02-14	Option 2: 10 Year Term: Site 14	<b>Supplier Product Code:</b> 1101 NW 2 St	<b>First Offer - \$3,328.40</b>	1 / month	<b>\$3,328.40</b>	<b>Y</b>
2016-061--02-15	Option 2: 10 Year Term: Site 15	<b>Supplier Product Code:</b> 802 NE 1 St	<b>First Offer - \$3,211.80</b>	1 / month	<b>\$3,211.80</b>	<b>Y</b>
2016-061--02-16	Option 2: 10 Year Term: Site 16	<b>Supplier Product Code:</b> 200 NW 1 Ave	<b>First Offer - \$3,211.80</b>	1 / month	<b>\$3,211.80</b>	<b>Y</b>
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2016-061--02-18	Option 2: 10 Year Term: Site 18	<b>Supplier Product Code:</b> 50 NW 1 Ave	<b>First Offer - \$3,211.80</b>	1 / month	<b>\$3,211.80</b>	<b>Y</b>
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2016-061--02-21	Option 2: 10 Year Term: Site 21	<b>Supplier Product Code:</b> 525 NE 3rd Avenue-Suite 104	<b>First Offer - \$3,211.80</b>	1 / month	<b>\$3,211.80</b>	<b>Y</b>
2016-061--02-22	Option 2: 10 Year Term: Site 22	<b>Supplier Product Code:</b> 434 S Swinton Ave	<b>First Offer - \$3,211.80</b>	1 / month	<b>\$3,211.80</b>	<b>Y</b>
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2016-061--02-25	Option 2: 10 Year Term: Site 25	<b>Supplier Product Code:</b> 201 W Atlantic Ave	<b>First Offer - \$3,211.80</b>	1 / month	<b>\$3,211.80</b>	<b>Y</b>
2016-061--02-26	Option 2: 10 Year Term: Site 26	<b>Supplier Product Code:</b> 1102 NW 3 Street	<b>First Offer - \$3,211.80</b>	1 / month	<b>\$3,211.80</b>	<b>Y</b>
2016-061--02-27	Option 2: 10 Year	<b>Supplier Product Code:</b> 141 SW 12	<b>First Offer - \$3,211.80</b>	1 / month	<b>\$3,211.80</b>	<b>Y</b>

	Term: Site 27	Avenue				
2016-061--02-28	Option 2: 10 Year Term: Site 28	<b>Supplier Product Code:</b> 1570 S. Fed. Hwy	<b>First Offer - \$3,211.80</b>	1 / month	<b>\$3,211.80</b>	<b>Y</b>
2016-061--02-29	Option 2: 10 Year Term: Site 29	<b>Supplier Product Code:</b> 200 SW 6 St	<b>First Offer - \$3,211.80</b>	1 / month	<b>\$3,211.80</b>	<b>Y</b>
2016-061--02-30	Option 2: 10 Year Term: Site 30	<b>Supplier Product Code:</b> 1101 NW 2 St	<b>First Offer - \$3,211.80</b>	1 / month	<b>\$3,211.80</b>	<b>Y</b>
2016-061--02-31	Option 2: 10 Year Term: Site 31	<b>Supplier Product Code:</b> 100 W Atlantic Ave	<b>First Offer - \$3,211.80</b>	1 / month	<b>\$3,211.80</b>	<b>Y</b>
Lot Total					<b>\$101,336.00</b>	
Supplier Total					<b>\$131,173.41</b>	

Supplier: **Granite Telecommunications, LLC**



# **CITY OF DELRAY BEACH**

100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

## Replacement WAN Solution

Jan 19, 2016

2:00:00 PM EST

**MAYOR  
VICE MAYOR  
DEPUTY VICE MAYOR  
COMMISSIONER  
COMMISSIONER  
CITY MANAGER**

**- CARY D. GLICKSTEIN  
- SHELLY PETROLIA  
- AL JACQUET  
- JORDANA JARJURA  
- MITCH KATZ  
- DONALD B. COOPER**

**Purchasing Department ♦ (561) 243-7161 ♦ [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com)**

Supplier: **Granite Telecommunications, LLC**

**CITY OF DELRAY BEACH  
INVITATION TO BID  
2016-061**

<b>Title:</b>	<b>Replacement WAN Solution</b>
<b>Vendor Name:</b>	

**Addenda Enclosed** \_\_\_\_\_ **thru** \_\_\_\_\_

**Submission Deadline:** Jan 19, 2016 / 2:00:00  
PM EST

**Submissions Accepted Via:** Electronic, Mail, or in Person

**Submit Paper Copies to:** City of Delray Beach  
Purchasing Division  
100 NW 1<sup>st</sup> Avenue  
**Delray Beach, FL 33444**

**City of Delray Beach**

**Time Stamped In:**

**Supplier: Granite Telecommunications, LLC****City of Delray Beach  
Instructions for Bidders**

**BID NOTIFICATION:** The City of Delray Beach (City) utilizes the following procedures for notification of bid opportunities:

Bidsync – [www.bidsync.com](http://www.bidsync.com)  
DemandStar – [www.demandstar.com](http://www.demandstar.com)  
Request via email [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com)  
City of Delray Beach – Hard copies are available at City Hall

These are the only forms of notification authorized by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

**REQUIRED INFORMATION:** The City bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.

**CORRESPONDENCE:** The number of this bid packet must appear on all correspondence, or inquiries, pertaining to this bid.

**PREPARATION COST:** The City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any solicitation.

**NOTICE OF PUBLIC DOCUMENTS:** Any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.

**ADDENDA:** Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Delray Beach Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.

**SAMPLES:** Any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. Samples should not be enclosed with bid unless requested.

**PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.

**BILLING INSTRUCTIONS – AWARDED FIRM:** Invoices must show the purchase order number and shall be submitted electronically to [accountspayable@mydelraybeach.com](mailto:accountspayable@mydelraybeach.com) or mailed to Accounts Payable, 100 NW 1st Avenue, Delray Beach, FL 33444.

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

**ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.



**WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:

- a. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
- b. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
- c. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
- d. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.

**PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

**F.O.B./DAMAGE:** Items shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Delray Beach assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

**PAYMENT TERMS:** Payment terms are net 45 unless otherwise specified by the City in the bid packet.

**ELECTRONIC BIDS:** Electronic bids are to be submitted through a secure mailbox at BidSync ([www.bidsync.com](http://www.bidsync.com)) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their bid reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a bid in response to a City of Delray Beach solicitation via BidSync. Electronic bid submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

**PRESENTATION OF BIDS – PAPER SUBMISSION:** Complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated. All paper submissions must be received on or before the due date and time (local time) at the City of Delray Beach, Purchasing Office, 100 NW 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. The Proposer's name, return address, BID number, BID title, due date and time must be noted on the envelope. It is the sole responsibility of the bidder to utilize the forms provided in the bid package and to ensure their bid reaches the Purchasing Office on/or before solicitation due date and time (local time). Included in the envelope shall be ONE (1) unbound original, TWO (2) copies of all bid forms, and one (1) electronic copy of all submitted materials on CD. The original should be marked "ORIGINAL". Each copy must be identical to the original and the file format on the CD should be in Portable Document Format (pdf).

**ALTERING BIDS – PAPER SUBMISSION:** Bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**LATE BIDS – PAPER SUBMISSION:** Bid packets received in the purchasing division after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Delray Beach is not responsible for the lateness of mail carrier, weather conditions, etc.

**WITHDRAWAL OF BIDS:** Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.

**BID OPENINGS:** All bids submitted will be read at the City's scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination

as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Delray Beach purchasing guidelines, and project documents, including but not limited to the bid specifications and required submittal documents. The City will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.

**MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.

**EVALUATION:** Bids will be evaluated as outlined in the bid document.

**AWARD OF BID:** The City of Delray Beach reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

**SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.

**DEFINITION:** Bid shall mean a bid, proposal, or quotation.

Supplier: **Granite Telecommunications, LLC**

## Other Terms

### 1. LIMITATIONS ON COMMUNICATIONS -- CONE OF SILENCE:

Proposers are advised that a Cone of Silence will be in effect during this Bid. The Cone of Silence prohibits any communications, except written correspondence, regarding this Bid, between the Proposers or any Person representing the Proposers, and any member of the City Commission, the Commission's staff, any City employee authorized to act on behalf of the City to award the contract under this Bid, or any member of the Selection Committee. Failure to adhere to the Cone of Silence provisions is cause for rejection of a bid. The Cone of Silence will commence and take effect at the deadline for submitting proposals, as indicated in Section 1.7, above. All written correspondence with the City must be directed to the Chief Purchasing Officer, who is the only Person authorized to receive such documents.

Section 36.13 of the City Code provides "[a]ny person participating in a competitive solicitation issued by the City shall comply with Section 2-355 of the Palm Beach County Code of Ordinances." The County Code provides as follows:

- "a. 'Cone of silence' means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
  - (1) Any person or person's representative seeking an award from such competitive solicitation; and
  - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- b. For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- c. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- d. The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- e. The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal

- ordinance as applicable.
- f. The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.
  - g. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.”

## **2. CONFLICT OF INTEREST:**

- A. Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or
- B. The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, any interest in the bidder's firm or any of its' branches.

- ## **3. BID PROTEST: PROTEST OF AWARD / PROTEST BOND:** Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

After the notice of intent to award and agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Chief Purchasing Officer by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall. Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure.

**Note:** Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond to the City in the amount of five percent (5%) of the Protester's bid, proposal, or response amount or the amount of fifteen thousand dollars (\$15,000.), whichever is less. If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check. Ord.No.29-13, Section 36.04

Protest shall be addressed to:  
 City of Delray Beach  
 Chief Purchasing Officer  
 100 NW 1<sup>st</sup> Ave  
 Delray Beach, FL 33444

**4. ANTI-COLLUSION:**

- A. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any 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.
- B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

**5. CITY POLICIES:** Awarded contractor shall comply with the City of Delray Beach Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Delray Beach Human Resources Division. Violations of these policies may result in cancellation/termination of the contract.

**6. NON-DISCRIMINATION:** The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.

**7. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Supplier: **Granite Telecommunications, LLC**

AGREEMENT  
BETWEEN  
THE CITY OF DELRAY BEACH  
AND  
\_\_\_\_\_  
FOR  
\_\_\_\_\_

This is an Agreement ("Agreement"), made and entered into by and between: Delray Beach, a municipal corporation of the State of Florida, hereinafter referred to as "City," and \_\_\_\_\_, a Florida corporation, hereinafter referred to as "Second Party," (collectively referred to as the "Parties").

WITNESSETH:

In consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This Agreement includes Articles 1 through 9, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The City Commission of Delray Beach, Florida.
- 1.3 **Contract Administrator** - The Delray Beach City Manager or the Director of the Delray Beach \_\_\_\_\_ Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Second Party and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **City Manager** - The administrative head of City appointed by the Board.

- 1.5 **City Attorney** - The chief legal counsel for City appointed by the Board.
- 1.6 **Project** - The Project consists of the services described in Article 2.

## ARTICLE 2

### SCOPE OF SERVICES

- 2.1 Second Party shall perform all work identified in this Agreement and Exhibit "A". The Scope of Services is a description of Second Party's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Second Party impractical, illogical, or unconscionable.
- 2.2 Second Party acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

## ARTICLE 3

### TERM AND TIME OF PERFORMANCE

- 3.1 This contract is in full force and effect upon full contract execution by the City of Delray Beach. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
- 3.2 All duties, obligations, and responsibilities of Second Party required by this Agreement shall be completed no later than **[time span]** after full contract execution by the City of Delray Beach. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
- 3.3 In the event services are scheduled to end due to the expiration of this Agreement, the Second Party agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. The Second Party shall be compensated for the service at the rate in effect when the extension is invoked by the City upon the same terms and conditions as contained in this Agreement as amended. The Chief Purchasing Officer shall notify Second Party of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

## ARTICLE 4

### COMPENSATION

- 4.1 City will pay Second Party, in the manner specified in Section 4.3, the total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for work actually performed and completed pursuant to this Agreement and \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for all reimbursables provided for in Section 4.2, which amounts shall be accepted by Second Party as full compensation for all such work and expenses. Second Party acknowledges that this

amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Second Party for its services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Second Party's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

## 4.2 REIMBURSABLES

4.2.1 In accordance with and pursuant to the City's procurement code and subject to the limitations set forth below, reasonable expenses, which are directly attributable to the Project may be charged at no more than actual cost. The maximum sum which may be charged for expenses shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and shall be limited to the following:

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically authorized in advance and in writing by the Contract Administrator. Transportation expenses to and from locations within the Miami-Dade/Broward/Palm Beach County area will not be reimbursed.
- b) Cost of printing drawings and specifications which are required by or of Second Party to deliver services set forth in this Agreement.

4.2.2 A detailed statement of expenses must accompany any request for reimbursement. Expenses other than auto travel must be documented by copies of paid receipts, checks, or other evidence of payment.

4.2.3 Second Party acknowledges that the dollar limitation set forth in Section 4.2.1 is a limitation upon, and describes the maximum extent of, City's obligation to reimburse Second Party for expenses, but does not constitute a limitation, of any sort, upon Second Party's obligation to incur such expenses or perform the services identified in Article 2.

## 4.3 METHOD OF BILLING AND PAYMENT

4.3.1 Second Party may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed. Second Party shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit "B"). The certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

4.3.2 City shall pay Second Party within thirty (30) calendar days of receipt of Second



Party's proper invoice, or as required by Florida Law. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Second Party to comply with a term, condition, or requirement of this Agreement.

4.3.3 Second Party shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from City for such subcontracted work or supplies. If Second Party withholds an amount from subcontractors or suppliers as retainage, such retainage shall be released and paid within thirty (30) days following receipt of payment of retained amounts from City.

4.4 Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

4.5 Payment shall be made to Second Party at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE 5

INDEMNIFICATION

Second Party shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, 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, Second Party, 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 City by reason of any such claim, cause of action, or demand, Second Party shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Second Party under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

ARTICLE 6

INSURANCE

6.1 Second Party shall maintain at its sole expense, at all times during the term of this

Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "C" in accordance with the terms and conditions stated in this Article.

- 6.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. Second Party shall name City as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is City of Delray Beach, Florida. This official title shall be used in all insurance documentation.
- 6.3 Within fifteen (15) days of notification of award, Second Party shall provide to City proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. City reserves the right to obtain a certified copy of any policies required by the Article upon request. Coverage is not to cease and is to remain in force until the City determines all performance required of Second Party is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of services unless a different time period is stated in Exhibit "C." City shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to City upon expiration.
- 6.4 City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.
- 6.5 If Second Party uses a subconsultant or subcontractor, Second Party shall ensure that each subconsultant or subcontractor names "City of Delray Beach, Florida" as an additional insured under the subconsultant's or subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

## ARTICLE 7

### TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, Second Party's repeated (whether negligent or intentional) submission for payment of

false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Second Party is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the Second Party provides a false certification submitted pursuant to Section 287.135, Florida Statutes. This Agreement may also be terminated by the Board:

- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience, Second Party shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. Second Party acknowledges that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Second Party, for City's right to terminate this Agreement for convenience.
- 7.5 In the event this Agreement is terminated for any reason, any amounts due Second Party shall be withheld by City until all documents are provided to City pursuant to Section 9.1 of Article 9.

## ARTICLE 8

### NON-DISCRIMINATION

- 8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure by Second Party to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the City, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Delray Beach Code of Ordinances or under applicable law, with all of such remedies being cumulative.

Second Party shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

Second Party shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of any State or Federal law. Second Party shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the

basis of disability), and all applicable regulations, guidelines, and standards. In addition, Second Party shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, Second Party represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. City hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle City to terminate this Agreement and recover from Second Party all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

## ARTICLE 9

### MISCELLANEOUS

#### 9.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City, and, if a copyright is claimed, Second Party grants to City a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Second Party, whether finished or unfinished, shall become the property of City and shall be delivered by Second Party to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Second Party shall be withheld until all documents are received as provided herein.

#### 9.2 PUBLIC RECORDS

City is a public agency subject to Chapter 119, Fla. Stat. Second Party shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Purchaser agrees to:

9.2.1 Keep and maintain all records that ordinarily and necessarily would be required by the City.

9.2.2 Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

9.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

9.2.4 Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Second Party at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Second Party.

9.2.5 If Second Party does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel

this contract in accordance with state law.

### 9.3 INSPECTOR GENERAL.

Second Party is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Second Party and its sub licensees and lower tier sub licensees. Second Party understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Second Party or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

#### 9.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

City shall have the right to audit the books, records, and accounts of Second Party and its subcontractors that are related to this Project. Second Party and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of Second Party and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Second Party or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Second Party and its subcontractors shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Second Party shall ensure that the requirements of this Section 9.3 are included in all agreements with its subcontractor(s).

#### 9.5 TRUTH-IN-NEGOTIATION REPRESENTATION

Second Party's compensation under this Agreement is based upon representations supplied to City by Second Party, and Second Party certifies that the information supplied is accurate, complete, and current at the time of contracting. City shall be entitled to recover any damages it incurs to the extent such representation is untrue.

#### 9.6 PUBLIC ENTITY CRIME ACT

Second Party represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

In addition to the foregoing, Second Party further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133,

Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Second Party has been placed on the convicted vendor list.

#### 9.7 INDEPENDENT CONTRACTOR

Second Party is an independent contractor under this Agreement. Services provided by Second Party pursuant to this Agreement shall be subject to the supervision of Second Party. In providing such services, neither Second Party nor its agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Second Party or Second Party's agents any authority of any kind to bind City in any respect whatsoever.

#### 9.8 THIRD PARTY BENEFICIARIES

Neither Second Party nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

#### 9.9 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For City:

City Manager  
City Hall  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444

For Second Party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.10 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Second Party shall not subcontract any portion of the work required by this Agreement, except as may specifically provided for herein. Notwithstanding the Termination provision of this Agreement, City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Second Party of this Agreement or any right or interest herein without City's written consent.

Second Party represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Second Party shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Second Party's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

9.11 CONFLICTS

Neither Second Party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Second Party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of Second Party's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Second Party is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative



proceeding unless compelled by court process. The limitations of this section shall not preclude Second Party or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Second Party is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Second Party shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Second Party.

#### 9.12 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 9.13 COMPLIANCE WITH LAWS

Second Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 9.14 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Second Party elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

#### 9.15 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

#### 9.16 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the

context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

#### 9.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

#### 9.18 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

#### 9.19 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Second Party or others delegated authority to or otherwise authorized to execute same on their behalf.

#### 9.20 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

## 9.21 PAYABLE INTEREST

9.21.1 Payment of Interest. Except as required by the Prompt Payment laws, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Second Party waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

9.21.2 Rate of Interest. In any instance where the prohibition or limitations of Section 9.21.1 are determined to be invalid or unenforceable, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

## 9.22 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. All Exhibits are incorporated into and made a part of this Agreement.

## 9.23 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

## 9.25 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: City through its Board, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and Second Party, signing by and through its \_\_\_\_\_, duly authorized to execute same.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Cary D. Glickstein, Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

AGREEMENT BETWEEN DELRAY BEACH, FLORIDA

AND

\_\_\_\_\_

SECOND PARTY

By \_\_\_\_\_  
(Sign name)

\_\_\_\_\_  
(Print name, Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESS:

\_\_\_\_\_  
(Sign name)

\_\_\_\_\_  
(Print name)

WITNESS:

\_\_\_\_\_  
(Sign name)

\_\_\_\_\_  
(Print name)

(SEAL)

**EXHIBIT A**

**SCOPE OF SERVICES**

**EXHIBIT B**

**CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**

RFP/RLI/Bid/Contract No. \_\_\_\_\_

Project Title \_\_\_\_\_

\_\_\_\_\_

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 4.2.3 of the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or Supplier's name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. The undersigned is authorized to execute this Certification on behalf of CONTRACTOR.

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS  
(Continued)

STATE OF                                    )  
  ) SS.  
COUNTY OF                                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of officer taking acknowledgment)  
**typed, printed, or stamped**

\_\_\_\_\_  
(Title or rank)

My commission expires:

\_\_\_\_\_  
(Serial number, if any)



EXHIBIT C**INSURANCE REQUIREMENTS OF THE CITY OF DELRAY BEACH**

Second Party shall not commence operations under the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Delray Beach Risk Manager. If you have any questions call (561) 243-7150.

The following insurance coverage shall be required.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute 440 and including Employers Liability coverage, regardless of the size of your firm. Second Party further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course and scope of their employment.

B. General liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate annually, providing coverage for Premises and Operations, Products and Completed Operations, Fire Legal Liability, and Personal and Advertising Injury Liability. Insurance Policies must be obtained through insurance companies that are authorized to transact business in the State of Florida by the Department of Financial Services, and they must carry a minimum rating of A.M. Best of A- as to management and VII as to financial size.

C. Motor Vehicle Liability Insurance covering all vehicles associated with Second Party operations to include all owned, non-owned and hired vehicles.

The coverage will be written on an occurrence basis with limits of liability not less than \$1,000,000.00 combined single limit per each occurrence.

D. The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage, non-renewal or cancellation.

Second Party shall furnish to the City, Certificate(s) of Insurance evidencing insurance required by the provisions set forth above. If any of the above coverages expire during the term of this Agreement, Second Party will provide a renewal certificate at least ten (10) days prior to expiration.

Mail to: City of Delray Beach, Attn. Risk Manager, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida 33444 with a copy to Assistant City Manager, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, FL 33444

Supplier: **Granite Telecommunications, LLC**

### Proposal Submittal Signature Page

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

Firm Name:  
Street Address:  
Mailing Address (if different from Street Address):  
Telephone Number(s):  
Fax Number(s):  
Email Address:  
Federal Employer Identification Number:

Firm Name  
Signature  
Name and Title  
Date

By signing this document, the Proposer agrees to all terms and conditions of the solicitation and the resulting contract/agreement.

**THE EXECUTION OF THIS CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL/BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL/BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL/BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL/BID.**

Supplier: **Granite Telecommunications, LLC**

## Drug-Free Workplace

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

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

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

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

Firm Name  
Signature  
Name and Title  
Date

Supplier: **Granite Telecommunications, LLC**

## Public Entity Crimes

### NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged by:

Firm Name  
Signature  
Name and Title  
Date

Supplier: **Granite Telecommunications, LLC**

### **Acknowledgment of Addenda**

The Proposer/Bidder hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this RFP/Bid. The Proposer/Bidder acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

<b>ADDENDUM NUMBER</b>	<b>DATE RECEIVED</b>	<b>PRINT NAME OF AGENT</b>	<b>TITLE OF AGENT</b>	<b>SIGNATURE OF AGENT</b>

## KB Technologies

Bid Contact **Bobby Chahal**  
**bchahal@kb-global.com**  
**Ph 954-346-0773**

Address **4171 W. Hillsboro Blvd**  
**Suite 10**  
**Coconut Creek, FL 33073**

Bid Notes **See attachment for Site Sheet Summary**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
2016-061--01-01	Option 1: 5 Year Term: Site 1	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> FPL Fibernet City Hall	<b>First Offer - \$2,200.00</b>	1 / month	<b>\$2,200.00</b>	Y Y
2016-061--01-02	Option 1: 5 Year Term: Site 2	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> FPL Fibernet Police Department	<b>First Offer - \$900.00</b>	1 / month	<b>\$900.00</b>	Y
2016-061--01-03	Option 1: 5 Year Term: Site 3	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> FPL Fibernet FireStation 1	<b>First Offer - \$900.00</b>	1 / month	<b>\$900.00</b>	Y
2016-061--01-04	Option 1: 5 Year Term: Site 4	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> FPL Fibernet FireStation 2	<b>First Offer - \$900.00</b>	1 / month	<b>\$900.00</b>	Y
2016-061--01-05	Option 1: 5 Year Term: Site 5	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> FPL Fibernet FireStation 3	<b>First Offer - \$900.00</b>	1 / month	<b>\$900.00</b>	Y
2016-061--01-06	Option 1: 5 Year Term: Site 6	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> FPL Fibernet FireStation 4	<b>First Offer - \$900.00</b>	1 / month	<b>\$900.00</b>	Y
2016-061--01-07	Option 1: 5 Year Term: Site 7	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> FPL Fibernet FireStation 5	<b>First Offer - \$900.00</b>	1 / month	<b>\$900.00</b>	Y
2016-061--01-08	Option 1: 5 Year Term: Site 8	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> FPL Fibernet FireStation 6	<b>First Offer - \$900.00</b>	1 / month	<b>\$900.00</b>	Y
2016-061--01-09	Option 1: 5 Year Term: Site 9	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Lakeview Golf Course	<b>First Offer - \$900.00</b>	1 / month	<b>\$900.00</b>	Y
2016-061--01-10	Option 1: 5 Year Term: Site 10	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Delray Municipal Golf Course	<b>First Offer - \$900.00</b>	1 / month	<b>\$900.00</b>	Y
2016-061--01-11	Option 1: 5 Year Term: Site 11	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Parks Maintenance - Community Land Trust NRC	<b>First Offer - \$900.00</b>	1 / month	<b>\$900.00</b>	Y

2016-061--01-12	Option 1: 5 Year Term: Site 12	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Pompey Park	<b>First Offer - \$900.00</b>	1 / month	<b>\$900.00</b>	<b>Y</b>
2016-061--01-13	Option 1: 5 Year Term: Site 13	<b>Supplier Product Code:</b> <b>Supplier</b> <b>Notes:</b> Veterans Park	<b>First Offer - \$900.00</b>	1 / month	<b>\$900.00</b>	<b>Y</b>
2016-061--01-14	Option 1: 5 Year Term: Site 14	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Delray Swim and Tennis	<b>First Offer - \$900.00</b>	1 / month	<b>\$900.00</b>	<b>Y</b>
2016-061--01-15	Option 1: 5 Year Term: Site 15	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Ocean Rescue	<b>First Offer - \$900.00</b>	1 / month	<b>\$900.00</b>	<b>Y</b>
2016-061--01-16	Option 1: 5 Year Term: Site 16	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> 505 Teen Center	<b>First Offer - \$900.00</b>	1 / month	<b>\$900.00</b>	<b>Y</b>
2016-061--01-17	Option 1: 5 Year Term: Site 17	<b>Supplier Product Code:</b> <b>Supplier</b> <b>Notes:</b> Catherine Strong Center	<b>First Offer - \$900.00</b>	1 / month	<b>\$900.00</b>	<b>Y</b>
2016-061--01-18	Option 1: 5 Year Term: Site 18	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> City Hall Internet	<b>First Offer - \$1,080.00</b>	1 / month	<b>\$1,080.00</b>	<b>Y</b>
2016-061--01-19	Option 1: 5 Year Term: Site 19	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Police Department Internet	<b>First Offer - \$1,080.00</b>	1 / month	<b>\$1,080.00</b>	<b>Y</b>
2016-061--01-20	Option 1: 5 Year Term:Site 20				<b>No Bids</b>	
2016-061--01-21	Option 1: 5 Year Term:Site 21				<b>No Bids</b>	
2016-061--01-22	Option 1: 5 Year Term:Site 22				<b>No Bids</b>	
2016-061--01-23	Option 1: 5 Year Term:Site 23				<b>No Bids</b>	
2016-061--01-24	Option 1: 5 Year Term:Site 24				<b>No Bids</b>	
2016-061--01-25	Option 1: 5 Year				<b>No Bids</b>	

	Term:Site 25	
2016-061--01-26	Option 1: 5 Year Term:Site 26	No Bids
2016-061--01-27	Option 1: 5 Year Term:Site 27	No Bids
2016-061--01-28	Option 1: 5 Year Term:Site 28	No Bids
2016-061--01-29	Option 1: 5 Year Term:Site 29	No Bids
2016-061--01-30	Option 1: 5 Year Term:Site 30	No Bids
2016-061--01-31	Option 1: 5 Year Term:Site 31	No Bids
Lot Total		<b>\$18,760.00</b>

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
2016-061--02-01	Option 2: 10 Year Term:Site 1				No Bids
2016-061--02-02	Option 2: 10 Year Term:Site 2				No Bids
2016-061--02-03	Option 2: 10 Year Term:Site 3				No Bids
2016-061--02-04	Option 2: 10 Year Term:Site 4				No Bids
2016-061--02-05	Option 2: 10 Year Term:Site 5				No Bids
2016-061--02-06	Option 2: 10 Year Term:Site 6				No Bids
2016-061--02-07	Option 2: 10 Year Term:Site 7				No Bids
2016-061--02-08	Option 2: 10 Year Term:Site 8				No Bids
2016-061--02-09	Option 2: 10 Year Term:Site 9				No Bids
2016-061--02-10	Option 2: 10 Year Term:Site 10				No Bids
2016-061--02-11	Option 2: 10 Year Term:Site 11				No Bids
2016-061--02-12	Option 2: 10 Year Term:Site 12				No Bids
2016-061--02-13	Option 2: 10 Year Term:Site 13				No Bids
2016-061--02-14	Option 2: 10 Year Term:Site 14				No Bids
2016-061--02-15	Option 2: 10 Year Term:Site 15				No Bids
2016-061--02-16	Option 2: 10 Year Term:Site 16				No Bids
2016-061--02-17	Option 2: 10 Year Term:Site 17				No Bids



2016-061--02-18	Option 2: 10 Year Term:Site 18	No Bids
2016-061--02-19	Option 2: 10 Year Term:Site 19	No Bids
2016-061--02-20	Option 2: 10 Year Term:Site 20	No Bids
2016-061--02-21	Option 2: 10 Year Term:Site 21	No Bids
2016-061--02-22	Option 2: 10 Year Term:Site 22	No Bids
2016-061--02-23	Option 2: 10 Year Term:Site 23	No Bids
2016-061--02-24	Option 2: 10 Year Term:Site 24	No Bids
2016-061--02-25	Option 2: 10 Year Term:Site 25	No Bids
2016-061--02-26	Option 2: 10 Year Term:Site 26	No Bids
2016-061--02-27	Option 2: 10 Year Term:Site 27	No Bids
2016-061--02-28	Option 2: 10 Year Term:Site 28	No Bids
2016-061--02-29	Option 2: 10 Year Term:Site 29	No Bids
2016-061--02-30	Option 2: 10 Year Term:Site 30	No Bids
2016-061--02-31	Option 2: 10 Year Term:Site 31	No Bids
Lot Total		<b>\$0.00</b>

**KB Technologies**Item: **Option 1: 5 Year Term:Site 1****Attachments**

Delray Beach Schedule\_C 2.xlsx

City of Delray Beach topology.pdf

Forms 2, 3, 4 FPL FiberNet.pdf

COI City of Delray Beach.pdf

FN W-9 dated 7-13-15.pdf

FPL FiberNet Executive Overview Final.pdf

IMPLEMENTATION INFORMATION FOR FPL FIBERNET.DOCX

VENDOR BACKGROUD.DOCX

City of Delray Beach			
SITE SHEET SUMMARY			
Vendor Name		Project	
FPL FiberNet		FPL FiberNet WAN 5 year term	
Site/Facility Name	Estimated Site Cost	MR Cost	Estimated Site Total w/ monthly cost
City Hall		2,200.00	\$2,200.00
Police Department		900.00	\$900.00
Fire Station 2		900.00	\$900.00
Fire Station 3		900.00	\$900.00
Fire Station 4		900.00	\$900.00
Fire Station 5		900.00	\$900.00
Fire Station 6		900.00	\$900.00
Lakeview Golf Course		900.00	\$900.00
Delray Municipal Golf Course		900.00	\$900.00
Parks Maintenance -Community Land Trust NRC		900.00	\$900.00
Pompey Park		900.00	\$900.00
Veterans Park		900.00	\$900.00
Delray Swim and Tennis		900.00	\$900.00
Ocean Rescue		900.00	\$900.00
505 Teen Center		900.00	\$900.00
Catherine Strong Center		900.00	\$900.00
City Hall Internet		1,080.00	\$1,080.00
Police Department Internet		1,080.00	\$1,080.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL			\$ 17,860.00

City of Delray Beach		City Hall				
<b>SITE SHEET</b>						
Site Name		Project				
City Hall		FPL FiberNet WAN 5 year term Plus Internet				
Address						
100 NW 1 Ave						
<b>SITE COST</b>						
<b>Cost Description (Source of Cost Estimate)</b>						
ITEM	CODE	NARRATIVE	QUANTITY	UNIT	UNIT PRICE	COST
		1 Gig Dual Entrance Ethernet	1.00	1	\$2,200.00	\$ 2,200.00
		100 Mbps Internet Access with /29	1.00	1	\$1,095.00	\$ 1,095.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
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						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<i>ENTER SUBTOTAL FROM COST CONTINUATION PAGE(S)</i>						
<b>Estimated Site Total</b>					<b>\$</b>	<b>3,295.00</b>
<b>MRC by site</b>						
<b>Proposal Cost Description</b>						
ITEM	CODE	NARRATIVE	QUANTITY	UNIT	UNIT PRICE	COST
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<i>ENTER SUBTOTAL FROM COST CONTINUATION PAGE(S)</i>						
<b>Site Total</b>					<b>\$</b>	<b>-</b>

<b>Estimated Site Total:</b>		\$	3,295.00
PREPARED BY:	TITLE:		

Site Name		Project				
Address						
SITE COST						
Cost Description (Source of Cost Estimate)						
ITEM	CODE	NARRATIVE	QUANTITY	UNIT	UNIT PRICE	COST
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<i>ENTER SUBTOTAL FROM COST CONTINUATION PAGE(S)</i>						\$ -
<b>Estimated Site Total:</b>					<b>\$</b>	<b>-</b>
MRC by site						
Proposal Cost Description						
ITEM	CODE	NARRATIVE	QUANTITY	UNIT	UNIT PRICE	COST
						\$ -
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City of Delray Beach <b>SITE SHEET</b>						
Site Name		Project				
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City of Delray Beach						
SITE SHEET						
Site Name		Project				
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City of Delray Beach SITE SHEET						
Site Name		Project				
Lakeview Golf Course		FPL FiberNet WAN 5 year term				
Address						
1200 Dover Rd						
SITE COST						
Cost Description (Source of Cost Estimate)						
ITEM	CODE	NARRATIVE	QUANTITY	UNIT	UNIT PRICE	COST
		100 mbps Ethernet Access	1.00	1	\$900.00	\$ 900.00
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City of Delray Beach <b>SITE SHEET</b>						
Site Name		Project				
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<b>SITE COST</b>						
<b>Cost Description (Source of Cost Estimate)</b>						
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City of Delray Beach SITE SHEET						
Site Name		Project				
Teen Center		FPL FiberNet WAN 5 year term				
Address						
505 SE 5 Avenue						
SITE COST						
Cost Description (Source of Cost Estimate)						
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		100 mbps Ethernet Access	1.00	1	\$900.00	\$ 900.00
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City of Delray Beach <b>SITE SHEET</b>						
Site Name		Project				
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<b>Cost Description (Source of Cost Estimate)</b>						
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City of Delray Beach <b>SITE SHEET</b>						
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City of Delray Beach SITE SHEET						
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City of Delray Beach <b>SITE SHEET</b>						
Site Name			Project			
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<b>Cost Description (Source of Cost Estimate)</b>						
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City of Delray Beach SITE SHEET						
Site Name		Project				
Delray Swim and Tennis		FPL FiberNet WAN 5 year term				
Address						
2350 Jaeger Dr						
SITE COST						
Cost Description (Source of Cost Estimate)						
ITEM	CODE	NARRATIVE	QUANTITY	UNIT	UNIT PRICE	COST
		100 mbps Ethernet Access	1.00	1	\$900.00	\$ 900.00
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<b>Estimated Site Total:</b>					<b>\$</b>	<b>900.00</b>
PREPARED BY:			TITLE:			



City of Delray Beach <b>SITE SHEET</b>						
Site Name			Project			
Ocean Rescue			FPL FiberNet WAN 5 year term			
Address						
340 S Ocean Ave						
SITE COST						
Cost Description (Source of Cost Estimate)						
ITEM	CODE	NARRATIVE	QUANTITY	UNIT	UNIT PRICE	COST
		100 mbps Ethernet Access	1.00	1	\$900.00	\$ 900.00
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Proposal Cost Description						
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<b>Site Total</b>					\$	<b>-</b>
<b>Estimated Site Total:</b>					\$	<b>900.00</b>
PREPARED BY:			TITLE:			

City of Delray Beach SITE SHEET						
Site Name			Project			
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SITE COST						
Cost Description (Source of Cost Estimate)						
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Proposal Cost Description						
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Primary location

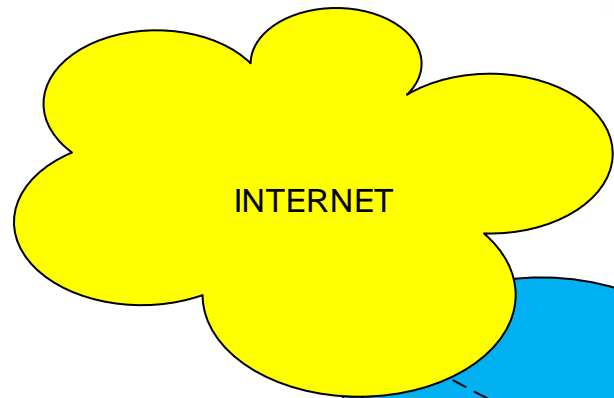
LAG protected



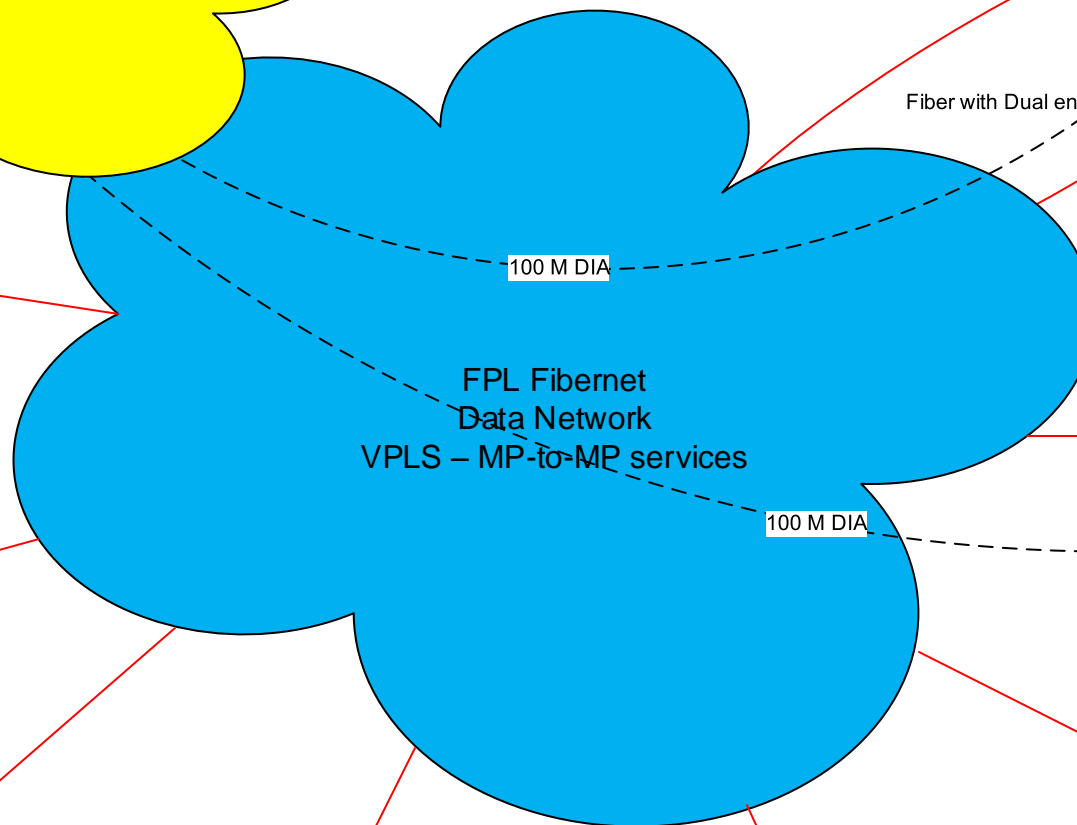
City Hall Complex  
100 NW 1<sup>st</sup> Ave  
City of Delray Beach, FL

Back-up location

Police Department



INTERNET



FPL Fibernet  
Data Network  
VPLS - MP-to-MP services

100 M DIA

100 M DIA

Fiber with Dual entrance



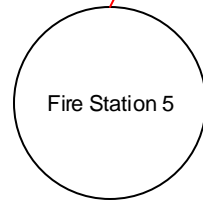
100 Mbps



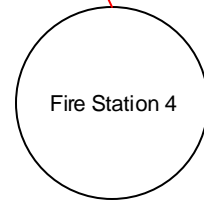
100 Mbps



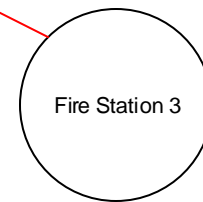
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100 Mbps



100 Mbps



100 Mbps



OP NO: 20996

SITE NAME:

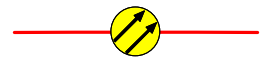
DWG TYPE:  
Network Diagram

CREATION DATE: 10/21/15

CREATED BY: ZGC

PROJECT NAME:  
Presidio  
City of Delray Beach RFP

Two fibers connection



REVISION DATE:

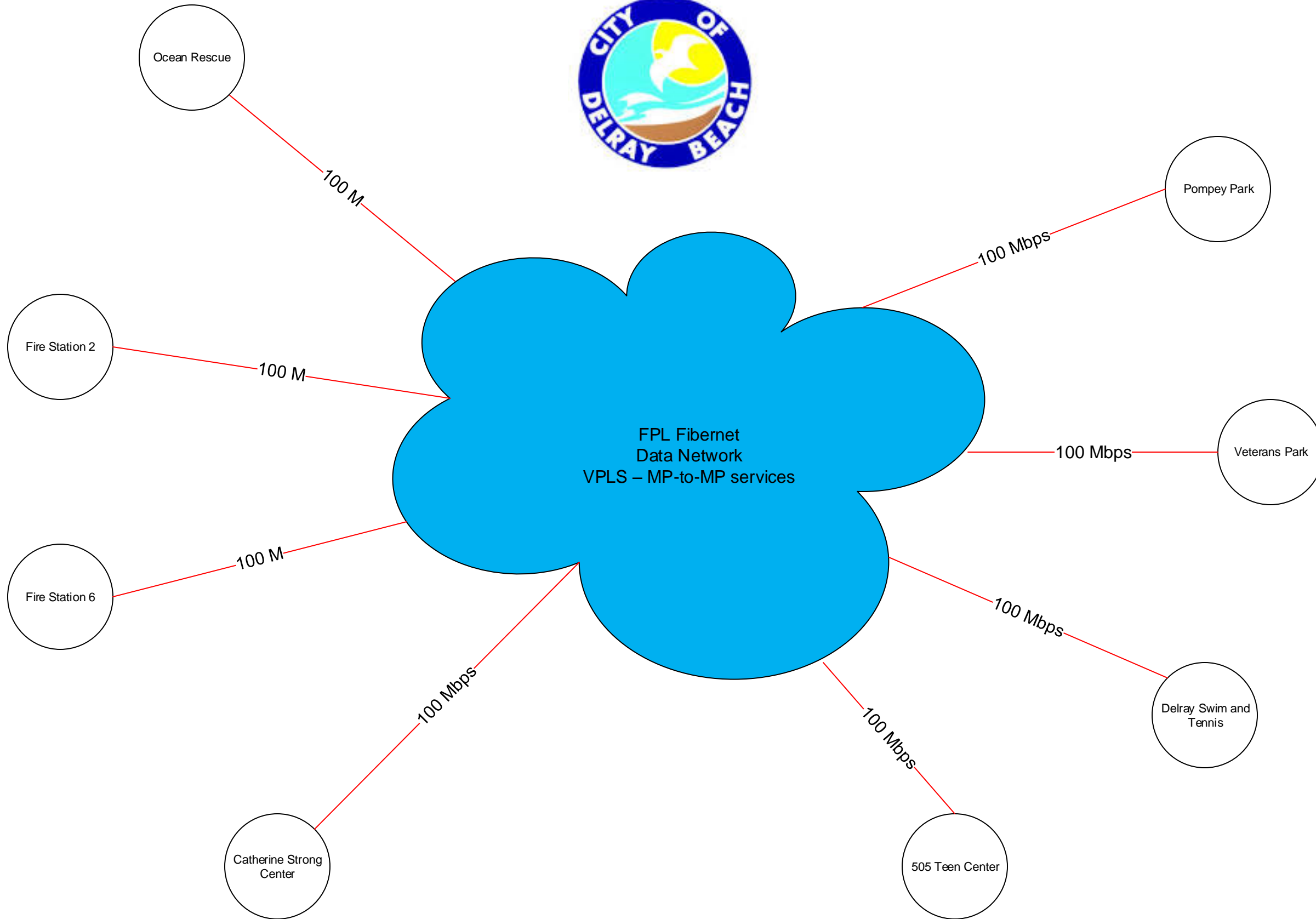
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SCALE:

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PAGE: 1 of 1 p. 75



OP NO: 20996

SITE NAME:

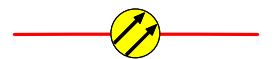
DWG TYPE:  
Network Diagram

CREATION DATE: 10/21/15

CREATED BY: ZGC

PROJECT NAME:  
Presidio  
City of Delray Beach RFP

Two fibers connection



REVISION DATE:

REVISED BY:

ISSUE:

SCALE:

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PAGE: 1 of 1

FORM 2

Public Entity Crimes

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged by:

FPL FiberNet, LLC

Firm Name



Signature

Matthew Ulman, Vice President, Finance

Name and Title(Print or Type)

11/18/15

Date

### FORM 3 Drug-Free Workplace

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

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

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

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

**FPL FiberNet, LLC**

Firm Name

Signature

**Matthew Ulman, Vice President, Finance**

Name and Title(Print or Type)

Date

11/18/15

### Conflict of Interest Disclosure Form

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

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

The purpose of this disclosure form is to give the City 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 City duty or responsibility in administration, management, instruction, research, or other professional activities.

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

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

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

Acknowledged by:

**FPL FiberNet, LLC**

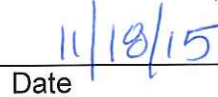
Firm Name



Signature

**Matthew Ulman, Vice President, Finance**

Name and Title(Print or Type)



Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
MARSH USA, INC.  
TWO ALLIANCE CENTER  
3560 LENOX ROAD, SUITE 2400  
ATLANTA, GA 30326

CONTACT NAME:  
PHONE (A/C, No, Ext):  
E-MAIL ADDRESS:  
FAX (A/C, No):

713170-FIBE-CAS-15-16

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : New Hampshire Insurance Company	23841
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

INSURED  
NEXTERA ENERGY, INC.  
FPL FIBERNET, LLC  
ATTN: ERICA MCNABB  
RISK MANAGEMENT DEPT  
700 UNIVERSE BOULEVARD  
JUNO BEACH, FL 33408

COVERAGES CERTIFICATE NUMBER: ATL-003918152-00 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			37110930	09/15/2015	09/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS		SCHEDULED AUTOS NON-OWNED AUTOS				
A	X UMBRELLA LIAB EXCESS LIAB		X OCCUR CLAIMS-MADE	79833547	09/15/2015	09/15/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	DED		RETENTION \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC067713064 (AOS)	09/15/2015	09/15/2016	X PER STATUTE OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		WC067713065 (CA)	09/15/2015	09/15/2016	E.L. EACH ACCIDENT \$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC067713069 (FL)	09/15/2015	09/15/2016	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B				(See Attached)	09/15/2015	09/15/2016	E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: RFP No. 2016-011 Voice over Internet Protocol (VoIP), Telecommunication Platform, Network Equipment and WiFi Network Expansion.  
City of Delray Beach is/are included as additional insured where required by written contract with respect to general liability.

### CERTIFICATE HOLDER

City of Delray Beach  
100 WW 1st Avenue,  
Delray Beach, FL 33444

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee





ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED NEXTERA ENERGY, INC. FPL FIBERNET, LLC ATTN: ERICA MCNABB RISK MANAGEMENT DEPT 700 UNIVERSE BOULEVARD JUNO BEACH, FL 33408	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued:

Policy No. WC067713072 (OR)  
 Carrier: National Union Fire Insurance Co of Pittsburg PA  
 Effective Date: 09/15/2015 - 09/15/2016  
 Employers Liability Each Accident: \$1,000,000  
 Employers Liability Disease-Policy Limit: \$1,000,000  
 Employers Liability Disease-Each Employee: \$1,000,000

Policy No. WC067713070 (MA,ND,OH,WA,WI, WY)  
 Carrier: New Hampshire Insurance Company  
 Effective Date: 09/15/2015 - 09/15/2016  
 Employers Liability Each Accident: \$1,000,000  
 Employers Liability Disease-Policy Limit: \$1,000,000  
 Employers Liability Disease-Each Employee: \$1,000,000

Policy No. WC067713066 (IL, KY,NC,NH)  
 Carrier: New Hampshire Insurance Company  
 Effective Date: 09/15/2015 - 09/15/2016  
 Employers Liability Each Accident: \$1,000,000  
 Employers Liability Disease-Policy Limit: \$1,000,000  
 Employers Liability Disease-Each Employee: \$1,000,000

Policy No. WC067713067 (NJ PA)  
 Carrier: New Hampshire Insurance Company  
 Effective Date: 09/15/2015 - 09/15/2016  
 Employers Liability Each Accident: \$1,000,000  
 Employers Liability Disease-Policy Limit: \$1,000,000  
 Employers Liability Disease-Each Employee: \$1,000,000

Policy No. WC067713069 (AZ,VA)  
 Carrier: New Hampshire Insurance Company  
 Effective Date: 09/15/2015 - 09/15/2016  
 Employers Liability Each Accident: \$1,000,000  
 Employers Liability Disease-Policy Limit: \$1,000,000  
 Employers Liability Disease-Each Employee: \$1,000,000

Policy No. WC067713071 (ME)  
 Carrier: New Hampshire Insurance Company  
 Effective Date: 09/15/2015 - 09/15/2016  
 Employers Liability Each Accident: \$1,000,000  
 Employers Liability Disease-Policy Limit: \$1,000,000  
 Employers Liability Disease-Each Employee: \$1,000,000



Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**FPL FiberNet LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **C**  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**9250 West Flagler Street**

**6** City, state, and ZIP code  
**Miami, FL 33174**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

			-				
--	--	--	---	--	--	--	--

**or**

**Employer identification number**

6	5	-	0	9	7	6	7	6	6
---	---	---	---	---	---	---	---	---	---

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ *[Signature]* Date ▶ **7/13/15**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# OUR COMPANY

## WHO WE ARE

- Leading provider of bandwidth infrastructure services
- Own and operate state-of-the-art, end-to-end fiber-optic network
- Serving major Florida & Texas metros, with connectivity across U.S.

## WHY FPL FIBERNET

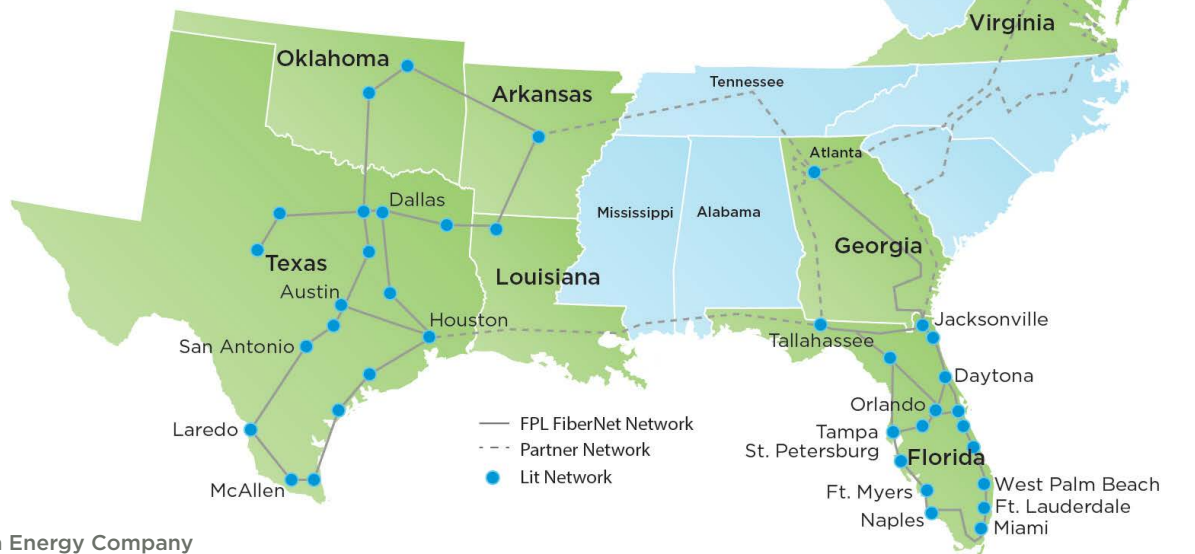
**Carrier-Grade Reliability:** High-speed, fiber-optic network with best-in-class performance and support teams; 24/7/365 Network Operations Center

**Personalized Service:** Award-winning customer experience provided by US-based employees

**Unmatched Flexibility:** Customized fiber-optic network solutions to meet unique customer requirements

## OUR NETWORK

- We own and operate 10,000 route miles in Florida and Texas
- We are connected to points of presence in Atlanta, Ashburn, Virginia and New York City
- We operate next generation optical equipment, scaling up to 400 gigabit connections
- We have over 2,000 locations connected to our network, with another 82,000 locations near our network
- Our fiber is connected to over 1,000 cell towers
- We are connected to most major data centers in Florida, Texas and Atlanta



A NextEra Energy Company

FOR MORE INFORMATION CALL 866-STRANDS OR VISIT US AT [FPLFIBERNET.COM](http://FPLFIBERNET.COM)

## WHAT WE DO

- Customized Ethernet and Dedicated Internet Access solutions
- Direct-to-cloud connectivity
- Security and DDoS mitigation services
- Wavelengths
- Dark Fiber
- Colocation

## RANKED BEST IN NETWORK PERFORMANCE, SERVICE DELIVERY AND BILLING

ATLANTIC-ACM, 2015 North American Business Connectivity Survey

## OUR CUSTOMERS

- Along with serving the telecom and wireless carriers, we also serve public and private sector organizations of all sizes, including:
  - Hospitals and healthcare providers
  - Financial institutions
  - Professional service entities
  - Media and entertainment companies
  - Local, city and state government
  - Schools (K-12 and higher education)

IMPLEMENTATION INFORMATION FOR FPL FIBERNET

FPL FiberNet has a highly qualified staff of Engineers, Project Managers, Site Acquisition Specialists, Circuit Designers, Provisioners and Field Technicians. A dedicated project management team responsible for the implementation of the services and ongoing support of additions, changes and upgrades will be made available to fulfill the requirements of the project, as well as on-going through the life of the service. In addition, City of DelRay Beach will receive personalized service from individuals in our billing department and network operations center. Those team members in both the Billing and Network Operations Center work in a pooled environment so there may be an interface with more than one member of those specific teams.

A dedicated Project Manager will oversee all aspects associated with its implementation. Dedicated FiberNet resources will be supplemented with vendor resources under contract with FiberNet to allow us to quickly respond to large scale activities. Contracted activities may include engineering, construction, splicing and installation under the direction of experienced area managers familiar with their respective region to facilitate a seamless installation of services. In addition, FiberNet deploys a team of field inspectors to ensure the quality of workmanship throughout the duration of the project.

<b>Discipline</b>	<b>Networks and Services Product Line Staffing</b>	<b>Government Systems Staffing</b>
Systems Engineering	4	
System Test	3	
System Admin	1	
Network Operations	29	
Security Operations	Currently this is a function within Network Operations	
Security Engineering	1	

IP Engineering	5	
Telco Engineering	27	
Telco Provisioning	11	
Software Engineering	1	
Field Force	31	
Service Delivery	18	
Construction	20	
Site Acquisition	5	

### VENDOR BACKGROUND

FPL FiberNet can provide transport services to state agencies across multiple locations in all of the major metropolitan areas of Florida with its best-in-class Ethernet and Dedicated Internet Access solutions. FPL FiberNet, a leader in end-to-end fiber-optic network solutions, provides its customers with support around-the-clock for business critical communication solutions. FPL FiberNet owns and operates its carrier-class network providing its customers with the highest level of reliability and virtually unlimited potential for growth. Its network has connectivity to more central offices, customer POPs, carrier hotels and international cable landing stations than any other fiber infrastructure service provider in Florida. FPL FiberNet's NOC provides 24/7/365 network monitoring and proactive maintenance to detect and prevent potential hazards that can interrupt customer service. It uses state-of-the-art technology to identify and resolve potential problems before they arise. Below are additional benefits:

- Geographically diverse network topology
- Circuit availability >99.999%
- Dedicated field technicians
- Competitive Service Level Agreements

### NETWORK OPERATIONS

FPL FiberNet is headquartered in Miami, Florida with an employee base of approximately 200 employees. Our home office is located at 9250 W. Flagler St., Miami, FL 33174 with field offices throughout Florida and Texas. FPL FiberNet's Network Operations Center (NOC) provides 24/7/365 network monitoring, proactive maintenance and trouble reporting. Customer Care employees are available Monday through Friday from 8:00 a.m. to 6:00 p.m. to respond to inquiries and any questions you may have. FiberNet has an alternate NOC located in Winter Haven, FL, which serves as a back-up facility in the event that conditions warranted its use, as well as for systems testing and standby.

Location: Doral, FL with back up NOC in Winter Haven

Hours: 24/7/365

Trouble Ticket Process: Call the NOC, select option 1, give NOC your Circuit ID Number, they will open a ticket and troubleshoot the issue.

NOC 866-553-4237

Supplier: **KB Technologies**



**Replacement WAN Solution**  
**Jan 19, 2016**  
**2:00:00 PM EST**

**MAYOR**  
**VICE MAYOR**  
**DEPUTY VICE MAYOR**  
**COMMISSIONER**  
**COMMISSIONER**  
**CITY MANAGER**

**- CARY D. GLICKSTEIN**  
**- SHELLY PETROLIA**  
**- AL JACQUET**  
**- JORDANA JARJURA**  
**- MITCH KATZ**  
**- DONALD B. COOPER**

**Purchasing Department ♦ (561) 243-7161 ♦ [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com)**

**Supplier: KB Technologies**

**CITY OF DELRAY BEACH  
INVITATION TO BID  
2016-061**

<b>Title:</b>	Replacement WAN Solution
<b>Vendor Name:</b>	

**Addenda Enclosed** \_\_\_\_\_ **thru** \_\_\_\_\_

**Submission Deadline:** Jan 19, 2016 / 2:00:00  
PM EST

**Submissions Accepted Via:** Electronic, Mail, or in Person

**Submit Paper Copies to:** City of Delray Beach  
Purchasing Division  
100 NW 1<sup>st</sup> Avenue  
**Delray Beach, FL 33444**

**City of Delray Beach**

**Time Stamped In:**



**Supplier: KB Technologies****City of Delray Beach  
Instructions for Bidders**

**BID NOTIFICATION:** The City of Delray Beach (City) utilizes the following procedures for notification of bid opportunities:

Bidsync – [www.bidsync.com](http://www.bidsync.com)  
DemandStar – [www.demandstar.com](http://www.demandstar.com)  
Request via email [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com)  
City of Delray Beach – Hard copies are available at City Hall

These are the only forms of notification authorized by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

**REQUIRED INFORMATION:** The City bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.

**CORRESPONDENCE:** The number of this bid packet must appear on all correspondence, or inquiries, pertaining to this bid.

**PREPARATION COST:** The City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any solicitation.

**NOTICE OF PUBLIC DOCUMENTS:** Any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.

**ADDENDA:** Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Delray Beach Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.

**SAMPLES:** Any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. Samples should not be enclosed with bid unless requested.

**PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.

**BILLING INSTRUCTIONS – AWARDED FIRM:** Invoices must show the purchase order number and shall be submitted electronically to [accountspayable@mydelraybeach.com](mailto:accountspayable@mydelraybeach.com) or mailed to Accounts Payable, 100 NW 1st Avenue, Delray Beach, FL 33444.

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

**ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.

**WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:

- a. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
- b. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
- c. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
- d. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.

**PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

**F.O.B./DAMAGE:** Items shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Delray Beach assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

**PAYMENT TERMS:** Payment terms are net 45 unless otherwise specified by the City in the bid packet.

**ELECTRONIC BIDS:** Electronic bids are to be submitted through a secure mailbox at BidSync ([www.bidsync.com](http://www.bidsync.com)) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their bid reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a bid in response to a City of Delray Beach solicitation via BidSync. Electronic bid submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

**PRESENTATION OF BIDS – PAPER SUBMISSION:** Complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated. All paper submissions must be received on or before the due date and time (local time) at the City of Delray Beach, Purchasing Office, 100 NW 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. The Proposer's name, return address, BID number, BID title, due date and time must be noted on the envelope. It is the sole responsibility of the bidder to utilize the forms provided in the bid package and to ensure their bid reaches the Purchasing Office on/or before solicitation due date and time (local time). Included in the envelope shall be ONE (1) unbound original, TWO (2) copies of all bid forms, and one (1) electronic copy of all submitted materials on CD. The original should be marked "ORIGINAL". Each copy must be identical to the original and the file format on the CD should be in Portable Document Format (pdf).

**ALTERING BIDS – PAPER SUBMISSION:** Bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**LATE BIDS – PAPER SUBMISSION:** Bid packets received in the purchasing division after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Delray Beach is not responsible for the lateness of mail carrier, weather conditions, etc.

**WITHDRAWAL OF BIDS:** Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.

**BID OPENINGS:** All bids submitted will be read at the City's scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination

as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Delray Beach purchasing guidelines, and project documents, including but not limited to the bid specifications and required submittal documents. The City will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.

**MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.

**EVALUATION:** Bids will be evaluated as outlined in the bid document.

**AWARD OF BID:** The City of Delray Beach reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

**SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.

**DEFINITION:** Bid shall mean a bid, proposal, or quotation.

**Supplier: KB Technologies**

## Other Terms

### 1. LIMITATIONS ON COMMUNICATIONS -- CONE OF SILENCE:

Proposers are advised that a Cone of Silence will be in effect during this Bid. The Cone of Silence prohibits any communications, except written correspondence, regarding this Bid, between the Proposers or any Person representing the Proposers, and any member of the City Commission, the Commission's staff, any City employee authorized to act on behalf of the City to award the contract under this Bid, or any member of the Selection Committee. Failure to adhere to the Cone of Silence provisions is cause for rejection of a bid. The Cone of Silence will commence and take effect at the deadline for submitting proposals, as indicated in Section 1.7, above. All written correspondence with the City must be directed to the Chief Purchasing Officer, who is the only Person authorized to receive such documents.

Section 36.13 of the City Code provides "[a]ny person participating in a competitive solicitation issued by the City shall comply with Section 2-355 of the Palm Beach County Code of Ordinances." The County Code provides as follows:

- "a. 'Cone of silence' means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
  - (1) Any person or person's representative seeking an award from such competitive solicitation; and
  - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- b. For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- c. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- d. The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- e. The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal

- ordinance as applicable.
- f. The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.
  - g. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.”

## **2. CONFLICT OF INTEREST:**

- A. Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or
- B. The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, any interest in the bidder's firm or any of its' branches.

## **3. BID PROTEST: PROTEST OF AWARD / PROTEST BOND:** Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

After the notice of intent to award and agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Chief Purchasing Officer by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall. Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure.

**Note:** Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond to the City in the amount of five percent (5%) of the Protester's bid, proposal, or response amount or the amount of fifteen thousand dollars (\$15,000.), whichever is less. If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check. Ord.No.29-13, Section 36.04

Protest shall be addressed to:  
 City of Delray Beach  
 Chief Purchasing Officer  
 100 NW 1<sup>st</sup> Ave  
 Delray Beach, FL 33444

**4. ANTI-COLLUSION:**

- A. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any 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.
- B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

**5. CITY POLICIES:** Awarded contractor shall comply with the City of Delray Beach Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Delray Beach Human Resources Division. Violations of these policies may result in cancellation/termination of the contract.

**6. NON-DISCRIMINATION:** The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.

**7. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Supplier: **KB Technologies**

AGREEMENT  
BETWEEN  
THE CITY OF DELRAY BEACH  
AND  
\_\_\_\_\_  
FOR  
\_\_\_\_\_

This is an Agreement ("Agreement"), made and entered into by and between: Delray Beach, a municipal corporation of the State of Florida, hereinafter referred to as "City," and \_\_\_\_\_, a Florida corporation, hereinafter referred to as "Second Party," (collectively referred to as the "Parties").

WITNESSETH:

In consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This Agreement includes Articles 1 through 9, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The City Commission of Delray Beach, Florida.
- 1.3 **Contract Administrator** - The Delray Beach City Manager or the Director of the Delray Beach \_\_\_\_\_ Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Second Party and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **City Manager** - The administrative head of City appointed by the Board.

- 1.5 **City Attorney** - The chief legal counsel for City appointed by the Board.
- 1.6 **Project** - The Project consists of the services described in Article 2.

## ARTICLE 2

### SCOPE OF SERVICES

- 2.1 Second Party shall perform all work identified in this Agreement and Exhibit "A". The Scope of Services is a description of Second Party's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Second Party impractical, illogical, or unconscionable.
- 2.2 Second Party acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

## ARTICLE 3

### TERM AND TIME OF PERFORMANCE

- 3.1 This contract is in full force and effect upon full contract execution by the City of Delray Beach. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
- 3.2 All duties, obligations, and responsibilities of Second Party required by this Agreement shall be completed no later than **[time span]** after full contract execution by the City of Delray Beach. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
- 3.3 In the event services are scheduled to end due to the expiration of this Agreement, the Second Party agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. The Second Party shall be compensated for the service at the rate in effect when the extension is invoked by the City upon the same terms and conditions as contained in this Agreement as amended. The Chief Purchasing Officer shall notify Second Party of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

## ARTICLE 4

### COMPENSATION

- 4.1 City will pay Second Party, in the manner specified in Section 4.3, the total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for work actually performed and completed pursuant to this Agreement and \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for all reimbursables provided for in Section 4.2, which amounts shall be accepted by Second Party as full compensation for all such work and expenses. Second Party acknowledges that this



amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Second Party for its services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Second Party's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

## 4.2 REIMBURSABLES

4.2.1 In accordance with and pursuant to the City's procurement code and subject to the limitations set forth below, reasonable expenses, which are directly attributable to the Project may be charged at no more than actual cost. The maximum sum which may be charged for expenses shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and shall be limited to the following:

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically authorized in advance and in writing by the Contract Administrator. Transportation expenses to and from locations within the Miami-Dade/Broward/Palm Beach County area will not be reimbursed.
- b) Cost of printing drawings and specifications which are required by or of Second Party to deliver services set forth in this Agreement.

4.2.2 A detailed statement of expenses must accompany any request for reimbursement. Expenses other than auto travel must be documented by copies of paid receipts, checks, or other evidence of payment.

4.2.3 Second Party acknowledges that the dollar limitation set forth in Section 4.2.1 is a limitation upon, and describes the maximum extent of, City's obligation to reimburse Second Party for expenses, but does not constitute a limitation, of any sort, upon Second Party's obligation to incur such expenses or perform the services identified in Article 2.

## 4.3 METHOD OF BILLING AND PAYMENT

4.3.1 Second Party may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed. Second Party shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit "B"). The certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

4.3.2 City shall pay Second Party within thirty (30) calendar days of receipt of Second

Party's proper invoice, or as required by Florida Law. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Second Party to comply with a term, condition, or requirement of this Agreement.

4.3.3 Second Party shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from City for such subcontracted work or supplies. If Second Party withholds an amount from subcontractors or suppliers as retainage, such retainage shall be released and paid within thirty (30) days following receipt of payment of retained amounts from City.

4.4 Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

4.5 Payment shall be made to Second Party at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE 5

INDEMNIFICATION

Second Party shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, 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, Second Party, 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 City by reason of any such claim, cause of action, or demand, Second Party shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Second Party under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

ARTICLE 6

INSURANCE

6.1 Second Party shall maintain at its sole expense, at all times during the term of this

Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "C" in accordance with the terms and conditions stated in this Article.

- 6.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. Second Party shall name City as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is City of Delray Beach, Florida. This official title shall be used in all insurance documentation.
- 6.3 Within fifteen (15) days of notification of award, Second Party shall provide to City proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. City reserves the right to obtain a certified copy of any policies required by the Article upon request. Coverage is not to cease and is to remain in force until the City determines all performance required of Second Party is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of services unless a different time period is stated in Exhibit "C." City shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to City upon expiration.
- 6.4 City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.
- 6.5 If Second Party uses a subconsultant or subcontractor, Second Party shall ensure that each subconsultant or subcontractor names "City of Delray Beach, Florida" as an additional insured under the subconsultant's or subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

## ARTICLE 7

### TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, Second Party's repeated (whether negligent or intentional) submission for payment of

false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Second Party is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the Second Party provides a false certification submitted pursuant to Section 287.135, Florida Statutes. This Agreement may also be terminated by the Board:

- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience, Second Party shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. Second Party acknowledges that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Second Party, for City's right to terminate this Agreement for convenience.
- 7.5 In the event this Agreement is terminated for any reason, any amounts due Second Party shall be withheld by City until all documents are provided to City pursuant to Section 9.1 of Article 9.

## ARTICLE 8

### NON-DISCRIMINATION

- 8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure by Second Party to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the City, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Delray Beach Code of Ordinances or under applicable law, with all of such remedies being cumulative.

Second Party shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

Second Party shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of any State or Federal law. Second Party shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the

basis of disability), and all applicable regulations, guidelines, and standards. In addition, Second Party shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, Second Party represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. City hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle City to terminate this Agreement and recover from Second Party all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

## ARTICLE 9

### MISCELLANEOUS

#### 9.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City, and, if a copyright is claimed, Second Party grants to City a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Second Party, whether finished or unfinished, shall become the property of City and shall be delivered by Second Party to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Second Party shall be withheld until all documents are received as provided herein.

#### 9.2 PUBLIC RECORDS

City is a public agency subject to Chapter 119, Fla. Stat. Second Party shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Purchaser agrees to:

9.2.1 Keep and maintain all records that ordinarily and necessarily would be required by the City.

9.2.2 Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

9.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

9.2.4 Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Second Party at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Second Party.

9.2.5 If Second Party does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel

this contract in accordance with state law.

### 9.3 INSPECTOR GENERAL.

Second Party is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Second Party and its sub licensees and lower tier sub licensees. Second Party understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Second Party or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

#### 9.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

City shall have the right to audit the books, records, and accounts of Second Party and its subcontractors that are related to this Project. Second Party and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of Second Party and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Second Party or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Second Party and its subcontractors shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Second Party shall ensure that the requirements of this Section 9.3 are included in all agreements with its subcontractor(s).

#### 9.5 TRUTH-IN-NEGOTIATION REPRESENTATION

Second Party's compensation under this Agreement is based upon representations supplied to City by Second Party, and Second Party certifies that the information supplied is accurate, complete, and current at the time of contracting. City shall be entitled to recover any damages it incurs to the extent such representation is untrue.

#### 9.6 PUBLIC ENTITY CRIME ACT

Second Party represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

In addition to the foregoing, Second Party further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133,

Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Second Party has been placed on the convicted vendor list.

#### 9.7 INDEPENDENT CONTRACTOR

Second Party is an independent contractor under this Agreement. Services provided by Second Party pursuant to this Agreement shall be subject to the supervision of Second Party. In providing such services, neither Second Party nor its agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Second Party or Second Party's agents any authority of any kind to bind City in any respect whatsoever.

#### 9.8 THIRD PARTY BENEFICIARIES

Neither Second Party nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

#### 9.9 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:



For City:

City Manager  
City Hall  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444

For Second Party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.10 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Second Party shall not subcontract any portion of the work required by this Agreement, except as may specifically provided for herein. Notwithstanding the Termination provision of this Agreement, City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Second Party of this Agreement or any right or interest herein without City's written consent.

Second Party represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Second Party shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Second Party's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

9.11 CONFLICTS

Neither Second Party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Second Party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of Second Party's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Second Party is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative

proceeding unless compelled by court process. The limitations of this section shall not preclude Second Party or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Second Party is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Second Party shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Second Party.

#### 9.12 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 9.13 COMPLIANCE WITH LAWS

Second Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 9.14 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Second Party elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

#### 9.15 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

#### 9.16 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the

context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

#### 9.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

#### 9.18 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

#### 9.19 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Second Party or others delegated authority to or otherwise authorized to execute same on their behalf.

#### 9.20 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

## 9.21 PAYABLE INTEREST

9.21.1 Payment of Interest. Except as required by the Prompt Payment laws, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Second Party waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

9.21.2 Rate of Interest. In any instance where the prohibition or limitations of Section 9.21.1 are determined to be invalid or unenforceable, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

## 9.22 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. All Exhibits are incorporated into and made a part of this Agreement.

## 9.23 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

## 9.25 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: City through its Board, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and Second Party, signing by and through its \_\_\_\_\_, duly authorized to execute same.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Cary D. Glickstein, Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

AGREEMENT BETWEEN DELRAY BEACH, FLORIDA

AND

\_\_\_\_\_

SECOND PARTY

By \_\_\_\_\_  
(Sign name)

\_\_\_\_\_  
(Print name, Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

WITNESS:

\_\_\_\_\_  
(Sign name)

\_\_\_\_\_  
(Print name)

WITNESS:

\_\_\_\_\_  
(Sign name)

\_\_\_\_\_  
(Print name)

(SEAL)

**EXHIBIT A**

**SCOPE OF SERVICES**

**EXHIBIT B**

**CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**

RFP/RLI/Bid/Contract No. \_\_\_\_\_

Project Title \_\_\_\_\_

\_\_\_\_\_

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 4.2.3 of the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or Supplier's name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. The undersigned is authorized to execute this Certification on behalf of CONTRACTOR.

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)



CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS  
(Continued)

STATE OF                            )  
  ) SS.  
COUNTY OF                        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of officer taking acknowledgment)  
**typed, printed, or stamped**

\_\_\_\_\_  
(Title or rank)

My commission expires:

\_\_\_\_\_  
(Serial number, if any)

EXHIBIT C**INSURANCE REQUIREMENTS OF THE CITY OF DELRAY BEACH**

Second Party shall not commence operations under the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Delray Beach Risk Manager. If you have any questions call (561) 243-7150.

The following insurance coverage shall be required.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute 440 and including Employers Liability coverage, regardless of the size of your firm. Second Party further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course and scope of their employment.
- B. General liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate annually, providing coverage for Premises and Operations, Products and Completed Operations, Fire Legal Liability, and Personal and Advertising Injury Liability. Insurance Policies must be obtained through insurance companies that are authorized to transact business in the State of Florida by the Department of Financial Services, and they must carry a minimum rating of A.M. Best of A- as to management and VII as to financial size.
- C. Motor Vehicle Liability Insurance covering all vehicles associated with Second Party operations to include all owned, non-owned and hired vehicles.  
  
The coverage will be written on an occurrence basis with limits of liability not less than \$1,000,000.00 combined single limit per each occurrence.
- D. The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage, non-renewal or cancellation.

Second Party shall furnish to the City, Certificate(s) of Insurance evidencing insurance required by the provisions set forth above. If any of the above coverages expire during the term of this Agreement, Second Party will provide a renewal certificate at least ten (10) days prior to expiration.

Mail to: City of Delray Beach, Attn. Risk Manager, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida 33444 with a copy to Assistant City Manager, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, FL 33444

**Supplier: KB Technologies**

### Proposal Submittal Signature Page

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

Firm Name:	<b>KB Global Inc, dba KB Technologies</b>
Street Address:	<b>668A Military Tr. Deerfield Beach FL 33442</b>
Mailing Address (if different from Street Address):	
Telephone Number(s):	<b>9548342800</b>
Fax Number(s):	<b>9548272655</b>
Email Address:	<b>bchahal@kb-global.com</b>
Federal Employer Identification Number:	<b>02-0647365</b>

#### **KB Global, Inc. dba KB Technologies**

Firm Name

**Bobby Chahal**

Signature

**President**

Name and Title

**01/19/2016**

Date

By signing this document, the Proposer agrees to all terms and conditions of the solicitation and the resulting contract/agreement.

**THE EXECUTION OF THIS CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL/BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL/BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL/BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL/BID.**

**Supplier: KB Technologies**

## Drug-Free Workplace

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

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

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

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

Firm Name  
Signature  
Name and Title  
**kbglobal**  
Date

Supplier: **KB Technologies**

## Public Entity Crimes

### NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged by:

Firm Name  
Signature  
Name and Title  
**kbglobal**  
Date

**Supplier: KB Technologies**

### **Acknowledgment of Addenda**

The Proposer/Bidder hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this RFP/Bid. The Proposer/Bidder acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

<b>ADDENDUM NUMBER</b>	<b>DATE RECEIVED</b>	<b>PRINT NAME OF AGENT</b>	<b>TITLE OF AGENT</b>	<b>SIGNATURE OF AGENT</b>
				<b>KBGLOBAL</b>