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

PURCHASING AND CONTRACT ADMINISTRATION DIVISION

INVITATION TO BID

ITB NO.: 2025-047
TITLE: ANNUAL SOD AND SOD INSTALLATION
DUE DATE AND TIME: August 20, 2025, 2:00 p.m. (EASTERN STANDARD TIME)

INSTRUCTIONS

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

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

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

BROADCAST

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

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

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

CONTACT PERSON

Any questions regarding the specifications and Solicitation process must be submitted through the "Question" feature on support@bidnet.com. Requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on August 8, 2025, at 5:00p.m. (Eastern Standard Time).

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

LEGAL ADVERTISEMENT

INVITATION TO BID NO. 2025-047
ANNUAL SOD AND SOD INSTALLATION

The City of Delray Beach is seeking Bids from qualified contractors for annual sod and sod installation services in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

Invitation to Bid documents are available beginning July 28, 2025, on the Purchasing webpage on the City of Delray Beach https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations, on the Bidnet Direct (https://www.bidnetdirect.com/florida/cityofdelraybeach); via email request to burzynskij@mydelraybeach.com.

Submission of Bids electronically will be through a secure mailbox at Bidnet Direct (https://www.bidnetdirect.com/florida/cityofdelraybeach) until the Deadline for Submission as indicated in this ITB. The Due Date and Time for submission of Bids is **August 20, 2025, at 2:00 P.M. (Eastern Standard Time)**. Late Proposals will not be accepted. The City will only accept electronic Proposals for this ITB.

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

The City will **NOT** hold a Pre-Bid Conference.

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

CITY OF DELRAY BEACH

SECTION 1
SPECIAL TERMS AND CONDITIONS

1.1 PURPOSE

The purpose of this Solicitation is to receive responses from qualified Respondents to provide Annual Sod and Sod Installation Services in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

1.2 CONTRACT MEASURES AND PREFERENCES

Intentionally Omitted

1.3 PRE-BID CONFERENCE AND SITE VISIT

Intentionally Omitted

1.4 TERM OF CONTRACT

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

1.5 OPTIONS TO RENEW

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

1.6 METHOD OF AWARD:

It is the intent of the City to enter into a single or multiple agreement(s) with one or multiple contractor(s) to provide sod, delivery and installation services, as is determined to best serve the interest of the City.

It is the intent to award this contract to the lowest responsive, responsible bidder(s) by Group or line item. Bidders must bid on all line items within each Group to be considered for award; otherwise, the bid will be construed as incomplete and may be rejected. A bidder may bid on any one Group; however, bidder must bid on the entire Group (all line items within the Group). Per the General Terms and Conditions, the City reserves the right to award as deemed in its best interest.

1.7 PRICES SHALL BE FIXED AND FIRM

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

1.8 PRICE ADJUSTMENTS BASED ON GOVERNMENTAL PRICE INDEX

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

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

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

1.9 EXAMINATION OF CITY FACILITIES OR EQUIPMENT

Prior to submitting its offer, it is recommended that the Bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The Bidder is also advised to carefully examine any drawings, specifications, or equipment, and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowances will be made because of lack of knowledge of these conditions.

1.10 EQUAL PRODUCTS

The manufacturer's name, brand name and/or model number information contained in this Solicitation are being used for the sole purpose of establishing the minimum requirements of the level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material and quality. This specific Solicitation requires submission of the following documentation to enable City evaluation of "equal" products:

1. Product information sheets
2. Product Samples Upon Specific Request

If an "equal" product may be considered by the City, the item shall be equal in quality and standards of performance to the item specified in the Solicitation. Where an "equal" item is offered, and product information sheets are required, the initial offer must be accompanied with complete product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures). Also, for product information submittals, all supporting documentation submitted by the Bidder must in total meet the required specifications set forth in this Solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the Bidder shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item it is offering, and the item described by the standard product literature, to substantiate compliance to all the specifications set forth in this Solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the Solicitation specifications.

If samples of all "or equal" items Bid are required for evaluation, such items are to be provided at no cost to the city and should be provided at the time of specific request by the City. Failure to meet this requirement may result in Bidder's offer being rejected.

1.11 INSURANCE

The awarded bidder shall not commence any performance pursuant to the terms of this solicitation until certification or proof of insurance has been received and approved by the City's Risk Coordinator or designee.

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

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

The awarded bidder shall provide insurance coverage as follows:

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

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

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

d. PROFESSIONAL LIABILITY
Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000) annual aggregate.

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

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have agents upon whom service of process may be made in Palm Beach County, Florida; and (c) have a Best's rating of A- VIII or better. All insurance policies shall name

the City of Delray Beach as an additional insured. The Successful Proposer agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Division located at 100 N.W. 1st Ave., Delray Beach, FL 33444.

1.12 PERFORMANCE BOND
Intentionally omitted

1.13 CERTIFICATIONS
Any Bidder that submits an offer in response to this Solicitation shall, at the time of such offer, hold all necessary certifications issued by the State or County Examining Board qualifying the Bidder to perform the work proposed for this project. If other professions or trades are required in conjunction with this Solicitation and such work/services will be performed or provided by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's offer; provided, however, that the City may at its option and in its best interest allow the Bidder to supply the subcontractor(s) certificate to the City during the evaluation period.

1.14 BID BOND/GUARANTY
Intentionally Omitted

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

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

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

1.16 WARRANTY REQUIREMENTS:
In addition to all other warranties that may be supplied by the Bidder, the awarded Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full period; regardless of whether the awarded Bidder is under contract with the City at the time of defect. Any payment by the City on behalf of the services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

1.17 ADDITIONAL FACILITIES OR PRODUCTS

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

1.18 CATALOGS AND PRICE LISTS

Vendor shall indicate in all spaces provided on the Place Offer/Item Response Form, their single fixed discount from the most current manufacturer's price list. That percentage discount will be used for the term of the contract. The bidder should provide with its bid response two (2) copies of the most current Published Manufacturer's Suggested Retail Price (MSRP) List as part of the solicitation package in a spreadsheet format or, as an alternative, provide an internet web link. In the event that an internet web link is not available, a printed copy of the Price List may be submitted. The Price List must clearly indicate:

1. The Catalog or Published Price List Number
2. The Effective Date
3. The Column Pricing Quoted

If not provided with submittal, the Vendor must submit within three (3) business days of City's request; otherwise, the City may deem your bid as non-responsive.

1.19 CLEAN UP

The awarded Bidder shall remove all unusable materials and debris from the work areas at the end of each workday and dispose of the same in an appropriate manner. Upon final completion, the awarded Bidder shall thoroughly clean up all areas where work has been involved.

1.20 ACCIDENT PREVENTION AND BARRICADES

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

1.21 DEMONSTRATION OF EQUIPMENT

Intentionally Omitted

1.22 HOURLY RATE

Any hourly rate quoted shall be deemed to provide full compensation to the awarded Bidder for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

1.23 MOTOR VEHICLE LICENSE REQUIREMENT

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

1.24 PATENTS AND ROYALTIES

The awarded Bidder, without exception, shall indemnify and hold harmless the City and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Bidder. The awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by awarded Bidder or is based solely and exclusively upon the City's alteration of the article. The City will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Bidder may, at its option and expense, procure for the City the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the City agrees to return the article on request to the awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.25 RELEASE OF CLAIM REQUIRED

Pursuant to Section 255.05, Florida Statutes, all payments to the awarded Bidder's subcontractors shall be made within ten (10) days of receipt of the partial payment by the awarded Bidder. With the exception of the first partial payment, the awarded Bidder must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the project within ten (10) days after receipt of the partial payment by the awarded Bidder for monies due such subcontractors and suppliers as a result of a percentage of the work completed. The awarded Bidder must provide the City's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the awarded Bidder. In the event such affidavits cannot be furnished, the awarded Bidder may submit an executed consent of surety to requisition payment; identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded Bidder fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

1.26 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

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

may be allowed to submit this documentation during the Bid evaluation period, if such action is in the best interest of the City.

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

1.27 TRANSFER PROHIBITED

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

1.28 OTHER FORMS OR DOCUMENTS

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

1.29 FAILURE TO DELIVER OR COMPLETE WORK

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

1.30 STORAGE OF MATERIALS

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

1.31 CORRECTING DEFECTS

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

1.32 PRESERVATION OF PROPERTY

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

1.33 OMISSIONS IN SPECIFICATIONS

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

1.34 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

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

1.35 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

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

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

END OF SECTION 1

SECTION 2
SCOPE OF WORK / SCOPE OF SERVICES

2.1 SCOPE

The City of Delray Beach, through its Parks and Recreation Department, seeks a firm to provide Annual Sod and Sod Installation Services. The Scope of Services includes Sod for the City's parks, sports fields, and right of ways on an as needed basis. The standards to which these services are requested are contained in the following specifications.

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

2.2 SPECIFICATIONS:

Vendor shall provide the following services:

All sod specified in this bid document shall be in compliance with standards established by the Turf Green Producers Association of Florida and the Southern Seed Certification Association, Inc. All sod shall be commercial grade quality.

Sod shall be well matted with heavy root development, firm texture, strongly rooted, not less than two (2) years old. Sod shall contain no objectionable vegetation, fungi, fire ants, or disease and machine cut to pad thickness of ¾" (plus or minus ¼") excluding top growth and thatch. Provide only sod capable of vigorous growth and development when planted. The soil embedded in the sod shall be free of stones.

The sod shall be cut in commercial size rectangles, with a maximum five percent (5%) deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper ten percent (10%) of pad will be rejected.

1. **St. Augustine Solid Sod (Shenotaphrum Secundatum):**
   Commercial quality grade as specified by the Southern Seed Certification Association, Inc., including but not limited to the following:
   - Sod shall be from a certified grower.
   - Sod shall be well matted with strong developed roots and be not less than two (2) years old. Free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
   - Machine cut pad size: 12" X 24" X ¾" (+1/4") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper ten percent (10%) of pad.
   - Sod must be viable (not dormant) and capable of vigorous growth when planted.

2. **St. Augustine Floratam Solid Sod:**
   Commercial quality grade as specified by the Southern Seed Certification Association, Inc., including but not limited to the following:
   - Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.

- Machine cut pad size: 12" X 24" X ¾" (+1/4") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper ten percent (10%) of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

3. St. Augustine Palmetto:

Same specification as Floratam, but more compact and more shade tolerant. Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Including but not limited to the following:

- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" X 24" X ¾" (+1/4") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper ten percent (10%) of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

4. BAHIA (Paspalum Notatum Argentine):

Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:

- Sod shall be well matted with strong developed roots and be not less than two (2) years old. Free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" X 24" X ¾" (+1/4") excluding top growth and thatch. Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper ten percent (10%) of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

5. BAHIA Pensacola Bahiagrass:

Pensacola Bahiagrass is the most widely grown bahiagrass.

- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" X 24" X ¾" (+1/4") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper ten percent (10%) of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

6. Certified Bermuda:

Sod is to be certified by the Turf Green Producers Association of Florida and Southern Seed Certification Association, Inc. An official labeling certificate is to accompany each shipment of sod.

- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristic upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
- Machine cut pad size 12" X 24" (except for Big Roll" Bermuda Sod which shall be delivered as harvested 42" wide x 60" long rolls) x ¾" (+1/4") excluding top growth and thatch. Must

be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on ten percent (10%) of pad.

- Sod must be viable (not dormant) and capable of vigorous growth when planted.

The sod shall not contain any broadleaf or torpedo grass and no more than two percent (2%) of any other grass or weeds. All sod shall be checked for the pubescence on the upper surface that is characteristic of Bermuda.

7. Bermuda Celebration:

Commercial quality grade as specified by the Southern Seed Certification Association Inc. including but not limited to the following:

- Bermuda sod shall be premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristic upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
- Machine cut pad size: 12" X 24" (except for "Bid Roll Bermuda sod" which shall be delivered as harvested 42" wide x 100' long rolls x X ¾" (+1/4") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper ten percent (10%) of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted

8. **Pine Straw Mulch**:

Product shall conform to the following:

- Be satisfactory to City of Delray Beach's use.
- Be of such consistency that, when properly loosened, it can be distributed in a uniform application.
- The pine straw should be hand raked, free of sticks, pinecones, weeds, and/or litter. Straw shall be clean and red in color with adequate moisture for appearance. Aged, discolored, or deteriorated straw is not acceptable.
- Nominal size of a bale of pine straw shall be 14" x 14" x 28" packed. A bale of pine should cover between forty (40) and sixty (60) square feet, with a nominal thickness, when spread, of two (2) inches.

9. **Seed and Mulch**:

Product shall conform to the following:

- Permanent Crop, Bahia@ 100 # (Alt. mix bahia @ 80 # & Comm. Berm@ 20#)
- Cover Crop, Millet (Summer) or Rye (Winter) @100 #
- Fertilizer, 16-4-8 standard mix @400#
- Mulch / Hay, Pasture grass @1-1.5 Tons

*** Please note, specification above is based on per acre applied. However, provide price per square yard***

To start the Culti-Packer will cut and break soil. Then seeds will be applied to area. Then fertilizer, applied. Following that, the hay/mulch is blown over seeded areas, all to be applied at above rate. To finish, all areas will be cut and rolled again with the Culti-Packer. This will create immediate erosion control. Basic growth schedule, cover crop should begin to show in ten (10) to fourteen (14) days with sufficient moisture. That will last three (3) to six (6)

months (90 TO 120 DAYS). At that time, the permanent crop should begin to germinate in two (2) to three (3) months (60 to 90 days) under ideal conditions.

10. **Hydro Seed**:

Product shall conform to the following:

Remove and replace any sod as directed by the Parks Superintendent.

- Use equipment specifically designed for mixing the wood fiber, seed, fertilizer, tackifier and dye, and applying the slurry uniformly over the areas to be hydroseeded.
- Use wood fiber that is made of one hundred percent (100%) hardwood or softwood and does not contain reprocessed wood or paper fibers. Ensure that a minimum of fifty percent (50%) of the fibers are equal to or greater than 0.15-inch length and a minimum of fifty percent (50%) of the fibers will be retained on a twenty-five (25) mesh screen.
- Mix fertilizer as required into hydroseeding slurry.
- Mix seed into the slurry at rates in accordance with Design Standards, Index 104.
- Ensure that the dye does not contain growth or germination inhibiting chemicals.
- When polyacrylamide is used as part of hydroseeding mix, only anionic polymer formulation with free acrylamide monomer residual content of less than 0.05% is allowed. Cationic polyacrylamide shall not be used in any concentration. Do not spray polyacrylamide containing mixtures onto pavement. These may include tackifiers, flocculants or moisture-holding compo.

END OF SECTION 2

SECTION 3
EXHIBITS

NONE

END OF SECTION 3

SECTION 4
BID SUBMITTAL SIGNATURE PAGE

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

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

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

Firm Name: Odums Sod, Inc.

Street Address: 16571 Rembrandt Rd., Loxahatchee, FL 33470

Mailing Address (if different than Street Address):

PO Box 865, Loxahatchee, FL 33470

Telephone Number(s): 561-370-3624

Fax Number(s): None

Email Address: odumssod@yahoo.com

Federal Employer Identification Number: 65-0810895

Signature: _____
(Signature of authorized agent)

Print Name: Warren L Prescott, Jr.

Title: President

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

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

END OF SECTION 4

SECTION 5
PRICING SCHEDULE

5.1 PRICES AND RATES

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

Group I - Material Only (Under 2,000 Sq. ft.) Pick Up by the City or City's Representative:

No.	Bid Item Description	Rolls Per Square foot	Pallets Per Square foot
1	St. Augustine Solid Sod	No Bid	$0.48
2	St. Augustine Floratam	No Bid	$0.48
3	St. Augustine Palmetto	No Bid	$0.50
4	Bahia Argentine	No Bid	$0.37
5	Bahia Pensacola	No Bid	No Bid
6	Certified Bermuda	$0.62	$0.62
7	Bermuda Celebration	$0.62	$0.62
8	Pine Straw Mulch	No Bid	No Bid
9	Seed and Mulch	No Bid	No Bid
10	Hydro Seed	No Bid	No Bid

Group II - Material & Delivery Only (Over 2,000 Sq. ft. and Under 40,000 Sq.ft.) No Trip Charges:

No.	Bid Item Description	Rolls Per Square foot	Pallets Per Square foot
11	St. Augustine Solid Sod Floratam	No Bid	$0.52
12	St. Augustine Floratam	No Bid	$0.52
13	St. Augustine Palmetto	No Bid	$0.54
14	Bahia Argentine	No Bid	$0.39
15	Bahia Pensacola	No Bid	No Bid
16	Certified Bermuda	$0.65	$0.65
17	Bermuda Celebration	$0.65	$0.65
18	Pine Straw Mulch	No Bid	No Bid
19	Seed and Mulch	No Bid	No Bid
20	Hydro Seed	No Bid	No Bid

Group III - Material & Delivery Only (Over 40,000 Sq.ft.) No Trip Charges::

No.	Bid Item Description	Rolls Per Square foot	Pallets Per Square foot
21	St. Augustine Solid Sod	No Bid	$0.52
22	St. Augustine Floratam	No Bid	$0.52
23	St. Aug. Palmetto	No Bid	$0.54
24	Bahia Argentine	No Bid	$0.39
25	Bahia Pensacola	No Bid	No Bid
26	Certified Bermuda	$0.65	$0.65
27	Bermuda Celebration	$0.65	$0.65
28	Pine Straw Mulch	No Bid	No Bid
29	Seed and Mulch	No Bid	No Bid
30	Hydro Seed	No Bid	No Bid

Group IV - "Labor Only" No Trip Charges:

No.	Bid Item Description	Rolls Per Square foot	Pallets Per Square foot
31	Delivery & Unload - Under 2,000 sq.ft.	$0.12	$0.12
32	Delivery & Unload - 2,000 sq.ft. or more	$0.12	$0.12
33	Delivery + Installation - Under 2,000 sq.ft.	$0.20	$0.20
34	Delivery + Installation - 2,000 sq.ft. or more	$0.20	$0.20
35	RIP/ Remove + Installation + Roll - Under 2,000 sq.ft.	$0.25	$0.25
36	RIP/ Remove + Installation + Roll - 2,000 sq.ft. or more	$0.25	$0.25
37	RIP/ Remove + Laser Grading + Installation + Roll - Under 2,000 sq.ft.	$0.35	$0.35
38	RIP/ Remove + Laser Grading + Installation + Roll - 2,000 sq.ft. or more	$0.35	$0.35
39	Additional Soil Amendment per Cu. Yd. 50/50 Mod/Sand	$40/yd	

Source Sod From/ Growing Farms Location

- St. Augustine Solid Sod: JW Turf Farms / Belle Glade
- St. Augustine Floratam: JW Turf Farms / Belle Glade
- St. Augustine Palmetto: JW Turf Farms / Belle Glade
- Bahia Argentine: DRK Holdings / Okeechobee County
- Bahia Pensacola: None
- Certified Bermuda: JW Tuf Farms / Okeechobee County
- Bermuda Celebration: JW Turf Farms / Okeechobee County

Bidder Company Name: Odums Sod, Inc.

Signature of Official authorized to bind Bidder : W. L Prescott

Print Name: Warren L Prescott, Jr. Title: President

Date: 8-19-2025

Contact Office Tel: 561-370-3624 Contact Cell: 561-539-6730

Contact Email: odumssod@yahoo.co

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

TOTAL BID PRICE $ Total bid price unable to be provided, as the pricing schedule permits multiple line-item awards and include certain No Bid items

END OF SECTION 5

SECTION 6
MINIMUM QUALIFICATIONS

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

i. Bidder is registered with the States of Florida, Division of Corporations to do business in Florida. **Provide proof of registration. The City will verify.**

ii. Must have been in business for a minimum of five (5) years prior to the Due Date. **Provide supporting documentation (e.g. state, county, city business registration; occupational license) that confirms Bidder has been in business for a minimum of five (5) years prior to the Due Date.**

iii. Bidder employs an individual who holds all current and required certification, when and if applicable. If Bidder is utilizing a subcontractor to meet this minimum qualification, please disclose the name of the subcontractor and provide proof of current certification. **Provide proof, in the form of a copy of certification(s), that the Bidder meets this qualification.**

iv. Bidder has submitted pricing utilizing the pricing form contained in this ITB. **No additional documentation is required. The City will verify from Bidder's Bid.**

v. Bidder has previously provided acceptable services for the type of work identified in this ITB. **Submit up to three (3) client references for whom Bidder has provided services to similar sized city's with parks, green spaces, and right of ways to those specified in this ITB in the past three (3) years and who are agreeable to respond to a request from the City regarding bidder's experience. Each client reference should include the following:**
   a. **Organization name:**
   b. **Contact Name(s):**
   c. **Contact Email Address:**
   d. **Address:**
   e. **Telephone Number:**
   f. **Dates of Service (start/end):**
   g. **Type of Work (brief description):**

vi. Bidder Is NOT listed on the Florida Department of Management Services, Convicted Vendor List as defined in Florida Statute Section 287.133(3)(a-d).

Provide an executed copy of the Affidavit Regarding the Convicted Vendor List.

vii. Bidder has no reported conflict of interests in relation to this ITB.

Provide an executed copy of the Contractor Conflict of Interest Disclosure Statement.

viii. Bidder Is NOT listed on the System for Award Management (SAM), electronic roster of debarred companies excluded from Federal procurement and non-procurement programs throughout the

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

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

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

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

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

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

Provide an executed copy of the Scrutinized Company Certification form.

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

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

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

Provide an executed copy of the Discriminatory Vendor List Affidavit.

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

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

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

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

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

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

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

END OF SECTION 6

SECTION 7
RESPONSE REQUIREMENTS

A. Provide the following information for three (3) clients, for whom the bidder has provided similar services which are willing and able to confirm the projects.

i. **Entity Name**
ii. **Entity's Primary Contact for contract (Name & Title)**
iii. **Phone Number**
iv. **Email Address**
v. **Project Term (Start/End Date)**
vi. **Types of Work**
vii. **Beginning and ending contract/PO amounts**

END OF SECTION 7

SECTION 8
BID FORM SUBMITTAL

8.1 FORMS

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

a. Acknowledgment of Addenda

b. Submittal Signature Page

c. Conflict of Interest Disclosure Form

d. Notification of and affidavit regarding Public Entity Crimes Convicted Vendor List

e. Notification of Public Records Law

f. Drug-Free Workplace

g. Non-Collusion Affidavit

h. Truth-In-Negotiation Certificate

i. Scrutinized Company Certification Form

j. E-Verify Registration Certification

k. Scrutinized Companies that Boycott Israel Affidavit

l. Discriminatory Vendor List Affidavit

m. Affidavit Regarding Use of Coercion for Labor and Services

n. Affidavit Regarding Contracting with Entities of Foreign Countries of Concern **(Only if will provide Contractor with Individual's Personal Identifying Information)**

o. Affidavit Regarding Foreign Country of Concern Disclosure. **(Only required if Agreement is over $100,000.00)**

p. Purchase Orders

q. Sample Performance Bond Format (if required, will be requested from the Bidder recommended for award)

r. Sample Payment Bond Format (if required, will be requested from the Bidder recommended for award)

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

(SEE ATTACHED 8a through 8o)

SECTION 9
SAMPLE AGREEMENT FORMAT

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

AGREEMENT

THIS AGREEMENT is hereby made and entered into this 19th day of August, by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444, and Adams Sod, Inc. a Corporation/Limited Liability Company/etc., (hereafter referred to as "Contractor"), whose address is 16571 Rembrandt Rd, Loxahatchee, FL 33470

WHEREAS, the City desires to retain the services of the Contractor to provide Annual Sod and Sod Installation Services in accordance with the City's Invitation to Bid No. 2025-047, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 11. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. 2025-047, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 1. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide Annual Sod and Sod Installation Services pursuant to the specifications accompanying the City's Invitation to Bid, which are incorporated herein by reference.

ARTICLE 2. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager
Email:

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

iii. As to the Contractor: Odums Sod, Inc
16571 Rembrandt Rd
Loxahatchee, FL 33470
Attn.: Warren L Prescott JR
Email: odumssod@yahoo.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. E-VERIFY

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

ARTICLE 6. DISCRIMINATORY VENDOR LIST

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

ARTICLE 7. SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

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

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

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

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

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

ARTICLE 8. CONVICTED VENDOR LIST

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

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

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

ARTICLE 9. COMPLIANCE WITH ALL APPLICABLE LAW

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

ARTICLE 10. DISCLOSURE OF INTERESTS OF COUNTRY OF FOREIGN CONCERN

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

ARTICLE 11. FOREIGN COUNTRY OF CONCERN AND PERSONAL IDENTIFYING INFORMATION

Intentionally Omitted

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

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

ARTICLE 13. CONTRACT TERM

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

[Remainder of this page is intentionally left blank]

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

ATTEST:

Alexis Givings, City Clerk

CITY OF DELRAY BEACH

By: _____
Thomas F. Carney, Jr. Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

CONTRACTOR

By: W. L Prescott

Print Name: Warren L Prescott JR

Title: President

(SEAL)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19th day of August, 2025 by Warren L Prescott JR (name of person), as President (type of authority) for Odums Sod, Inc (name of party on behalf of whom instrument was executed).

Personally known ✓ OR Produced Identification ___
Type of Identification Produced N/A

Amanda Wood
Notary Public –State of Florida

Notary Public State of Florida
Amanda Wood
My Commission
HH 234358
Exp. 2/28/2026

SECTION 10
GENERAL TERMS AND CONDITIONS

10.1 DEFINITIONS

a. Bid: any offer(s) submitted in response to an Invitation to Bid.

b. Bidder: person or firm submitting a Bid in response to an Invitation to Bid.

c. Bid Solicitation or Invitation to Bid: this Solicitation documentation, including any and all addenda.

d. Bid Submittal Form: describes the goods or services to be purchased and must be completed and submitted with the Bid.

e. City: shall refer to the City of Delray Beach, Florida.

f. Contract or Agreement: Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the contract or agreement between the City and the Bidder.

g. Contractor: awarded Bidder or Bidder who is awarded a contract to provide goods or services to the City.

h. Invitation to Bid: formal request for Bids from qualified Bidders.

i. Purchasing Division: Purchasing Division of the City of Delray Beach, Florida.

j. Responsible Bidder: Bidder which has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.

k. Responsive Bidder: Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.

10.2 CONE OF SILENCE

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders on City Solicitations, the City's professional staff, and the City Commission members.

10.3 ADDENDUM

The Purchasing Division may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

10.4 LEGAL REQUIREMENTS

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

10.5 CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

10.6 WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Purchasing Division prior to the Bid opening date may withdraw a Bid. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Administration Division The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

10.7 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

10.8 PROMPT PAYMENT TERMS

It is the policy of the City of Delray Beach that payment for all purchases by City Departments shall be made in a timely manner. The City will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small

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

10.9 DISCOUNTS (PROMPT PAYMENTS)

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

10.10 PREPARATION OF BIDS

a. The Bid forms define requirements of items to be purchased and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer.

b. An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.**

c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.

d. The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".

e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

f. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

10.11 CANCELLATION OF BID SOLICITATION

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

10.12 AWARD OF CONTRACT

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

b. The City reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.

c. The City reserves the right to negotiate prices **with the responsive and responsible low Bidder**, provided that the scope of work of this Solicitation remains the same.

d. The Bidder's performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.

e. The City will provide a copy of the Bid Tabulation to all Bidders responding to this Solicitation.

f. The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.

g. The Purchasing and Contracts Director will decide all tie Bids.

h. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

i. The City reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the City deems necessary.

10.13 CONTRACT EXTENSION

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

10.14 WARRANTY

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

10.15 ESTIMATED QUANTITIES

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

10.16 NON-EXCLUSIVITY

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

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

10.17 CONTINUATION OF WORK

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

10.18 PROTEST

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

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

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

10.19 LAWS AND REGULATIONS

The awarded Bidder shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

10.20 LICENSES, PERMITS AND FEES

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

10.21 SUBCONTRACTING

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

10.22 ASSIGNMENT

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

10.23 SHIPPING TERMS

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

10.24 RESPONSIBILITIES AS EMPLOYER/E-VERIFICATION

The employee(s) of the awarded Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The City may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

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

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

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

10.25 INDEMNIFICATION

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

10.26 COLLUSION

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

10.27 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

10.28 TERMINATION FOR CONVENIENCE

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

10.29 TERMINATION FOR DEFAULT

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

10.30 FRAUD AND MISREPRESENTATION

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

10.31 ACCESS AND AUDIT OF RECORDS

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

10.32 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

10.33 PRE-AWARD INSPECTION

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

10.34 PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

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

10.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

a. Use of information only for performing services required by the contract or as required by law;

b. Use of appropriate safeguards to prevent non-permitted disclosures;

c. Reporting to the City of Delray Beach any non-permitted use or disclosure;

d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;

e. Making Protected Health Information (PHI) available to the customer;

f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;

g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and

h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.

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

10.36 ADDITIONAL FEES AND SURCHARGES

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

10.37 COMPLIANCE WITH FEDERAL STANDARDS

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

10.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

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

10.39 BINDING EFFECT

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

10.40 SEVERABILITY

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

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

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

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

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

During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.
The awarded Bidder further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

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

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

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

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

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

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

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

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

10.51 CONFLICTS OF INTEREST

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

10.52 PUBLIC ENTITY CRIMES

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

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

10.53 OTHER GOVERNMENTAL AGENCIES

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

10.54 COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

10.55 FAILURE TO DELIVER OR COMPLETE WORK

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

10.56 CORRECTING DEFECTS

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

10.57 ACCIDENT PREVENTION AND BARRICADES

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

10.58 OMISSIONS IN SPECIFICATIONS

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

10.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular

purpose. In the event any of the materials supplied to the City by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the City may require the awarded Bidder to replace the materials at the Bidder's expense.

10.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

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

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

10.61 TAXES

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

10.62 BIDDER'S COSTS

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

10.63 SUBSTITUTION OF PERSONNEL

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

10.64 FORCE MAJEURE

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

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

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

10.65 NOTICES

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

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

10.66 POOL CONTRACTS

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

10.67 FISCAL FUNDING OUT

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

10.68 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

10.69 DISCLOSURE OF INTERESTS WITH COUNTRIES OF FOREIGN CONCERN

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

10.70 Foreign Countries of Concern in Agreements with Personal Identifying Information

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

10.71 SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

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

10.72 NO USE OF COERCION FOR LABOR OR SERVICES

Proposer has fully complied with Florida Statute §787.06(13), which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute as evidenced by the affidavit that must be submitted with proposal.

10.72 DISCRIMINATORY VENDOR LIST

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

END OF SECTION 10

SECTION 11
SOLICITATION SUMMARY

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

PURCHASING DIVISION

SOLICITATION SUMMARY

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

BID INFORMATION

Bid Number:	ITB No. 2025-047
Title:	Annual Sod and Sod Installation Services
Due Date and Time:	August 20, 2025, @ 2:00PM EST
Name of Bidder:	Odums Sod, Inc.
Address:	16571 Rembrandt Rd., Loxahatchee, FL 33470
Contact Person:	Warren L Prescott, Jr.
Bid Amount:	$ Pricing Schedule permits multiple line-items to be awarded
Authorized Signature:	W. L Prescott
Date:	8-19-2025

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

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED WITH YOUR SECURE ELECTRONIC BID SUBMITTAL THROUGH https://www.bidnetdirect.com/florida/cityofdelraybeach

ODUMS SOD
16571 Rembrandt Rd.
Loxahatchee, FL 33470
Phone #: 561-370-3624

Section 7- References

Entity: Palm Beach County – Parks & Recreation Department
Entity's Contact: Bill Golson
Entity's Number: 561-346-0406
Email: wgolson@pbc.gov
Project Term: 2000 to Current
Projects: Various Parks throughout Palm Beach County
Type of Work: Delivery & Installation of Sod(s)

Entity: School District of Palm Beach County
Entity's Contact: Dennis Crivaro
Entity's Number: 561-215-0817
Email: dennis.crivaro@palmbeachschools.org
Project Term: 2000 to Current
Projects: Various Schools throughout Palm Beach County
Type of Work: Delivery & Installation, Remove and Replacement of Sod(s)

Entity: JW Turf Farms, Inc.
Entity's Contact: Jordan Brees
Entity's Number: 561-401-2881
Email: jbreesjwturf@gmail.com
Project Term: 2016 to Current
Projects: Various Golf Course and Misc Jobsites
Type of Work: Delivery & Installation of Sod(s)

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated Aug 12, 2025

Addendum #2, Dated Aug 20, 2025

Addendum #3, Dated Aug 27, 2025

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Odums Sod, Inc.

Firm Name

W. L. Prescott Jr.

Signature

Warren L Prescott Jr - President

Name and Title

9-3-2025

Date

Questions & Answers - 1

Solicitation ITB2025-047 - Annual Sod and Sod Installation Services
Buying Organization City of Delray Beach

No	Question/Answer	Question Date
Q1	**Question: St. Augustine Solid Sod** Could you please clarify what is meant by "St. Augustine Solid Sod" in the bid documents? The available varieties we are aware of include St Augustine Floratam, St Augustine Palmetto, and St Augustine Citra Blue. Is the term "Solid Sod" referring to one of these varieties? **Answer:** No, the term is not referring to any of the St. Augustine varietals but used to emphasize and ensure the sod is a single continuous piece of turf grass with root system intact.	08/06/2025
Q2	**Question: Warranty Requirements** Sod is a perishable, living product whose viability is highly dependent on timely watering, fertilization, and proper ongoing maintenance. Given that the installation contractor has no control over post-installation care, how should bidders interpret the one (1) year warranty requirement stated in Section 1.16 on Page 7? Specifically, will exceptions be considered or is there a provision for limiting the warranty to installation-related issues only? **Answer:** I think this warranty verbiage was standard	08/06/2025
Q3	**Question: Method of Award** Our company does not supply Pine Straw Mulch, Seed and Mulch, or Hydro Seed. Under the Method of Award outlined in Section 1.6 on Page 4, are bidders permitted to submit pricing on specific line items only, or must a bid include all items within a group in order to be considered responsive? **Answer:** Yes, it was advertised as multiple awards	08/06/2025

CITY OF DELRAY BEACH
100 N.W. 1st AVENUE, DELRAY BEACH, FL 33444

Solicitation Addendum

Addendum No.:	2
Solicitation No.:	ITB2025-047
Solicitation Title:	Annual Sod and Sod Installation Services
Addendum Date:	August 20, 2025
Purchasing Contact:	Joel Burzynski, burzynskij@mydelraybeach.com

THIS ITB IS HEREBY AMENDED AS SET FORTH HEREIN BELOW. THIS ADDENDUM NO. 2 IS HEREBY INCORPORATED IN AND MADE A PART OF ITB NO. 2025-047.

NOTE: Words in ~~strikethrough~~ type are deleted from existing text. Words in **bold** and underlined type are additions to existing text. The following changes and clarifications are as follows:

AMENDMENT NO. 2

The bid opening date has been updated to 2:00 PM EST on Wednesday, August 27, 2025.

End of Addendum

INSTRUCTIONS:
Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the disqualification of Respondent's response.

CITY OF DELRAY BEACH
100 N.W. 1st AVENUE, DELRAY BEACH, FL 33444

Solicitation Addendum

Addendum No.:	3
Solicitation No.:	ITB2025-047
Solicitation Title:	Annual Sod and Sod Installation Services
Addendum Date:	August 27, 2025
Purchasing Contact:	Joel Burzynski, burzynskij@mydelraybeach.com

THIS ITB IS HEREBY AMENDED AS SET FORTH HEREIN BELOW. THIS ADDENDUM NO. 3 IS HEREBY INCORPORATED IN AND MADE A PART OF ITB NO. 2025-047.

NOTE: Words in ~~strikethrough~~ type are deleted from existing text. Words in **bold** and underlined type are additions to existing text. The following changes and clarifications are as follows:

AMENDMENT NO. 3

The bid opening date has been updated to 2:00 PM EST on Wednesday, September 3, 2025.

End of Addendum

INSTRUCTIONS:
Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the disqualification of Respondent's response.

SUBMITTAL SIGNATURE PAGE

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

Firm Name: Odums Sod, Inc.

Street Address: 16571 Rembrandt Rd., Loxahatchee, FL 33470

Mailing Address (if different from Street Address): Same

Telephone Number(s): 561-370-3624

Fax Number(s): None

Email Address: odumssod@yahoo.com

Federal Employer Identification Number: 65-0810895

Prompt Payment Terms: Ø % Ø days' net Ø days

Signature: _____
(Signature of authorized agent)

Print Name: Warren L Prescott, Jr.

Title: President

Date: 8-19-2025

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

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS BID/PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S/PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS BID/PROPOSAL.

DRUG-FREE WORKPLACE

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

Acknowledged by:

Odums Sod, Inc.
Firm Name

Signature

Warren L Prescott, Jr
Name and Title

8-19-2025
Date

Vendor or Contractor Conflict of Interest
Disclosure Statement
Information and Instructions

The award of this contract is subject to the provisions of Chapter 112, Part III, Florida Statutes. The City of Delray Beach, Florida, requires this disclosure statement to be completed and filed with all proposals, bids responses, contracts, or grant or loan requests to the City. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required from persons submitting responses to requests for proposals, requests for qualifications, invitation to bid, grant applications, or other proposals.

A copy of the disclosure statement shall be maintained by the Purchasing Department.

The City of Delray Beach shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required on the disclosure form.

Any person who provides misleading or incorrect information on the disclosure statement shall be disqualified from participation. Also, the contract or grant shall be voidable by the City if the misleading or incorrect information on the disclosure statement is discovered by the City subsequent to execution of a contract.

Definitions

"Business Entity" means any corporation, partnership, limited partnership, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

"Family, or Family Members, or Familial Relationship" means included but limited to individuals who are related to a public official as father, mother, son, daughter, brother, sister, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, half brother, half sister, person who is engaged to be married to a public official or who otherwise holds himself or herself out as or is generally known as the person whom a public official intends to marry or with whom a public official intends to form or has formed a household.

"Person" means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

"Public Official" means a person either elected to a governmental position, or appointed to a governmental position who is authorized by statute, resolution or charter to exercise part of the sovereign power of the governmental entity and whose duties of involve the exercise of discretion on behalf of the governmental entity. This also includes all City Employees.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

CITY OF DELRAY BEACH
VENDOR OR CONTRACTOR CONFLICT OF INTEREST DISCLOSURE FORM

Odums Sod, Inc.
ENTITY COMPLETING FORM

16571 Rembrandt Rd.
ADDRESS

Loxahatchee, FL 33470 — 561-370-3624
CITY, STATE, ZIP — TELEPHONE NUMBER

odumssod@yahoo.com — 561-529-6730
CONTACT EMAIL ADDRESS — CELL PHONE NUMBER

This form is provided with:

☐ Invitation to Bid ☒ Request for Proposal / Qualifications ☐ Proposal ☐ Grant or Loan ☐ Other

1. Has your business entity or any of your business entities' partners, divisions, or any related business entity previously performed work or provided goods or services to any City Department within the current or last fiscal year?

☒ Yes ☐ No

If yes, identify below the City Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services. (Use additional pages if necessary)

CITY DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
City of Delray - Parks	Sodding	Various Parks

2. Has your business entity or any of your business entities' partners, divisions, or any related business entity previously applied for and received any grants or loans from any City Department within the current or last fiscal year?

☐ Yes ☒ No

If yes, identify the City Department that awarded the grant or loan, the date such grant or loan was awarded, and the amount of the grant or loan.

CITY DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT OR LOAN

3. List below the name(s) and address(es) of all public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the City Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	CITY DEPARTMENT
NONE		

4. List below the name(s) and address(es) of all family members of public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the City Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	CITY DEPARTMENT WHERE EMPLOYED
NONE			

If you identified individuals in items one and / or two above, describe in detail below the direct benefit to be gained by the public officials, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to used in preparation of , request for proposal or qualifications, invitation to bid, or grant or loan proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
None	

List below the name(s) of any officer, director, or agent of the Business Entity who is also an employee of the City of Delray Beach.

NAME OF OFFICER, DIRECTOR, OR AGENT WHO IS ALSO AN EMPLOYEE OF THE CITY
None

List below the name(s) of any Public Official who owns, directly or indirectly, an interest of more than five percent (5%) in the Business Entity or any of its parent company or subsidiaries.

NAME OF ANY PUBLIC OFFICIAL WHO OWNS INTEREST IN BUSINESS ENTITY
None

List below the name(s), titles and address(es) of all relatives of public officials of the City of Delray Beach having any direct or indirect financial interest of 5% or more in the Business Entity (other than a relationship described in response to paragraphs above), state to whom and how they are related, and describe the nature and extent of the financial interest.

NAME OF ANY PUBLIC OFFICIAL'S RELATIVE WHO OWNS AN INTEREST OF 5% OR MORE IN BUSINESS ENTITY

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

X To the best of my knowledge, the Business Entity has no potential conflict of interest due to any other clients, contracts, or property interest.

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

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that omissions shall be cause for disqualification from participation in the proposed transaction.

Signature _____ Date 8-19-2025

Warren L Prescott, Jr. (Printed Name) President (Title)

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Warren L Prescott Jr, who, after being by me first duly sworn, deposes and says of authority's personal knowledge that:

a. Warren L Prescott Jr is President of Odums Sod, Inc., the Bidder/Proposer that has submitted a Bid/Proposal to perform work for the following:

Solicitation No. 2025-047 Title: Annual Sod and Sod Installation

b. Warren L Prescott Jr. is fully informed respecting the preparation and contents of the attached solicitation, and of all pertinent circumstances respecting such solicitation.

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

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

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

W. L Prescott

Signature

STATE OF Florida
COUNTY OF Palm Beach.

The foregoing instrument was subscribed to and sworn before me by means of ☑ physical presence or ☐ online notarization, this 19th day of August, 2025 by Warren L Prescott Jr. (name of person), as President (type of authority) for Odums Sod, Inc (name of party on behalf of whom instrument was executed).

Personally known ✓ OR Produced Identification ___
Type of Identification Produced N/A

Amanda Wood
Notary Public – State of

Notary Public State of Florida
Amanda Wood
My Commission
HH 234358
Exp. 2/28/2026

CITY OF DELRAY BEACH

Notification and Affidavit Pursuant to Fla. Stat. Section 287.133(2)(a)

Vendor Name: Odums Sod, Inc.

Vendor FEIN: 65-0810895

Vendor's Authorized Representative Name and Title: Warren L Prescott, Jr. -- President

Address: 16571 Rembrandt Rd.

City: Loxahatchee State: FL Zip: 33470

Phone Number: 561-370-3624

Email Address: odumssod@yahoo.com

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

1. Have been notified of the above provision,

2. are not on the convicted vendor list as provided by Florida Statute §287.133(2)(a); and

3. have not been on the convicted vendor list for a period of 36 months prior to submission of the bid, proposal, or reply.

Under penalty of perjury, I declare that I have read the foregoing document, and the facts stated in it are true.

Signature: _____
(Authorized Signature)

Print Name and Title Warren L Prescott, Jr. -- President

Date: 8-19-2025

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

Name: Warren L Prescott Jr

Title: President

Date: 8-19-2025

Signature: W L Prescott

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

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

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

Acknowledged:

Odums Sod, Inc.

Firm Name

W. L Prescott

Signature

Warren L Prescott JR

Name and Title (Print or Type)

8-19-2025

Date

Scrutinized Company Certification

This certification is required pursuant to Florida State Statute Section 287.135.

A company, that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

Companies must complete and return this form with its response.

Company. Odums Sod, Inc. FID or EIN No. 65-0810895

Address. 16571 Rembrandt Rd.

City. Loxhatchee State. FL Zip. 33470

I, Warren L Prescott, Jr., as a representative of Odums Sod, Inc. certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria.

W. L Prescott

Signature

President

Title

Warren L Prescott, Jr.

Printed Name

8-19-2025

Date

CITY OF DELRAY BEACH

Affidavit Pursuant to Fla. Stat. Section 448.095

Vendor Name: Odums Sod, Inc.

Vendor FEIN: 65-0810895

Vendor's Authorized Representative Name and Title: Warren L Prescott Jr - President

Address: 16571 Rembrandt Rd

City: Loxahatchee State: FL Zip: 33470

Phone Number: 561 370 3624

Email Address: odumssod@yahoo.com

Florida Statute §448.095 states that a public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor.

As the officer or representative of the company, I certify that the company identified above:

1. is registered with the E-Verify System.

2. uses the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor; and

3. If the Proposer enters into a contract with a subcontractor, the Proposer will require that the subcontractor provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

Under penalties of perjury, I declare that I have read the foregoing documents and the facts stated in it are true.

Signature: _____
(Authorized Signature)

Print Name and Title Warren L Prescott Jr - President

Date: 8-19-2025

CITY OF DELRAY BEACH

Affidavit Pursuant to Fla. Stat. 287.135

Vendor Name: Odums Sod, Inc

Vendor FEIN: 65-0810895

Vendor's Authorized Representative Name and Title: Warren L Prescott Jr - President

Address: 16571 Rembrandt Rd

City: Loxahatchee State: FL Zip: 33470

Phone Number: (561) 370 3624

Email Address: odumssod@yahoo.com

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

As the officer or representative of the company, I certify that the company identified above:

1. Is not on the Scrutinized Companies that Boycott Israel List, and that Proposer is not engaged in a boycott of Israel.

2. If at any time during the Procurement Period or if selected, during the term of the Agreement with the City, the Proposer is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Proposer/Contractor will notify the City in writing within ten (10) days of the date of such occurrence.

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

4. Proposer/Contractor will not seek damages, fees, or costs against the City in the event the City terminates an Agreement pursuant to this provision.

Under penalties of perjury, I declare that I have read the foregoing documents and the facts stated in it are true.

Signature: W. L Prescott
(Authorized Signature)

Print Name and Title Warren L Prescott Jr - President

Date: 8-19-2025

CITY OF DELRAY BEACH

Affidavit Pursuant to Fla. Stat. Section 287.134

Vendor Name: Odums Sod, Inc.

Vendor FEIN: 65-0810895

Vendor's Authorized Representative Name and Title: Warren L Prescott Jr - President

Address: 11051 Rembrandt Rd

City: Loxahatchee State: FL Zip: 33470

Phone Number: 561 3703624

Email Address: odumssod@yahoo.com

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

As the officer or representative of the company, I certify that the company identified above:

1. is not on the discriminatory vendor list as provided by Florida Statute §287.134

Under penalty of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

Signature: W. L Prescott
(Authorized Signature)

Print Name and Title Warren L Prescott Jr - President

Date: 8-19-2025

CITY OF DELRAY BEACH

Affidavit Pursuant to Fla. Stat. 287.138

Vendor Name: Odums Sod, Inc.

Vendor FEIN: 65-0810895

Vendor's Authorized Representative Name and Title: Warren L Prescott Jr - President

Address: 16571 Rembrandt Rd

City: Loxahatchee State: FL Zip: 33470

Phone Number: 561 370 3624

Email Address: odumssod@yahoo.com

Florida Statute §287.138 requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. The City of Delray Beach, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify under penalty of perjury that the company identified above:

1. is not owned by the government of a foreign country of concern;

2. the government of a foreign country of concern does not have a controlling interest in the company; and

3. The company is not organized under the laws of and does not have its principal place of business in a foreign country of concern.

Signature: _____
(Authorized Signature)

Print Name and Title Warren L Prescott Jr - President

Date: 8-19-2025

CITY OF DELRAY BEACH

Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Odums Sod, Inc.

Vendor FEIN: 65-0810895

Vendor's Authorized Representative Name and Title: Warren L Prescott Jr - President

Address: 16571 Rembrandt Rd

City: Loxahatchee State: FL Zip: 33470

Phone Number: 561-370 3624

Email Address: odumssod@yahoo.com

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by a officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Delray Beach, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature: W. Prescott (Authorized Signature)

Print Name and Title: Warren L Prescott Jr - President

Date: 8-19-2025

CITY OF DELRAY BEACH

Affidavit Pursuant to Fla. Stat. Section 286.101(3)

Vendor Name: Odums Sod, Inc

Vendor FEIN: 65-0810895

Vendor's Authorized Representative Name and Title: Warren L Prescott Jr - President

Address: 16571 Rembrandt Rd

City: Loxahatchee State: FL Zip: 33470

Phone Number: 561 370 3624

Email Address: odumssod@yahoo.com

Any entity that applies to a state agency or political subdivision for a grant or proposes a contract having a value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Within 1 year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services. As the officer or representative of the company, I certify that the Proposer and its affiliates:

1. does NOT have any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more; and

2. has Not had prior interest of, any contract with, or any grant or gift received from a foreign country of concern within the past 5 years.

☑

OR

3. Has provided disclosure to the City including the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder; and

4. Has provided a copy of such disclosure to the Department of Financial Services within one year before proposing any grant or contract.

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Under penalty of perjury, I declare that I have read the foregoing document, and the facts stated in it are true.

Signature: _____
(Authorized Signature)

Print Name and Title Warren L Prescott Jr - President

Date: 8-19-2025