



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

RFP No. 2016-078L  
Medical Director

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**CITY OF DELRAY BEACH, FLORIDA  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSALS**

**RFP No. 2016-078L  
Medical Director  
Summary**

**ISSUE DATE:** Friday, April 29, 2016      **DEPARTMENT:** Fire Department  
**DUE DATE:** Tuesday, May 31, 2016      **TIME:** 2:00 P.M. ET

The City of Delray Beach, Florida ("City") is soliciting proposals for the provision of Fire Rescue Department Medical Director Services, as identified in the Scope of Services herein. Any Proposer wishing to submit a proposal must comply with the requirements contained in this Request for Proposals (RFP).

A Non-Mandatory Pre-proposal conference has been scheduled for Thursday, May 12, 2016 at 11:00AM ET in the City of Delray Beach (City) City Hall Building, 1<sup>st</sup> Floor Conference Room, 100 NW 1st Avenue, Delray Beach, FL. Proposers are invited to attend and ask questions.

**NOTIFICATION:** The City utilizes the following methods for notification of solicitation opportunities:

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

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

**REQUIRED INFORMATION:** This RFP contain various sections which require completion. Proposals must be completed and returned prior to the Due Date and Time set for proposal opening or the Proposer will be found non-responsive.

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

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

**ADDENDA:** Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority shall be vested in the City Purchasing Department. Addenda will be posted and available through the City notification methods shown above.

**ELECTRONIC PROPOSALS:** Electronic proposals may be submitted through a secure mailbox at BidSync ([www.bidsync.com](http://www.bidsync.com)) until the Due Date and Time as indicated in this RFP. It is the sole responsibility of the Proposer to ensure their proposal reaches BidSync before the solicitation Due Date and Time. There is no cost to the Proposer to submit a proposal to a City

via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate file.

**Additionally, Proposers who submit electronic proposals via BidSync shall deliver six (6) copies of the proposal on compact disc (CD) or universal serial bus (USB) portable flash memory card to the City.** Electronic copies should be in Adobe Acrobat® pdf format in one continuous file. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the original. Electronic copies must be received on or before the Due Date and Time (local time) at the City of Delray Beach, Purchasing Department, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida, 33444.

**PRESENTATION OF BIDS – PAPER SUBMISSION:** Paper copies of Proposer's proposal can be submitted as an alternative method. All copies of the proposal must be received on or before the Due Date and Time (local time) at the City Purchasing Office, 100 N.W. 1st Avenue, Delray Beach, Florida 33444. Proposals must be presented to the Purchasing Department in a sealed container unless otherwise indicated. It is the sole responsibility of the Proposer to utilize the forms provided in this RFP and to ensure their proposal reaches the Purchasing Department on or before, the Due Date and Time (local time) at the City of Delray Beach, Purchasing Office, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida, 33444. City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays. The Proposer's name, return address, the RFP number, RFP title, Due Date and Time must be noted on the outside of the sealed container. Included in the sealed container shall be:

- one (1) unbound original clearly marked "ORIGINAL".
- three (3) copies clearly marked "COPY" with all required information and identical to the original.
- one (1) electronic copy with all required information, and identical to the original, on a compact disc (CD) or universal serial bus (USB) portable flash memory card. Electronic copies should be in Adobe Acrobat® pdf format in one continuous file. Do not password protect or otherwise encrypt electronic copies.

**LATE BIDS – PAPER SUBMISSION:** Proposals received after the Due Date and Time shall be returned unopened and will be considered non-responsive. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.

**BID OPENINGS:** All proposals submitted before the Due Date and Time shall be publicly opened by the Purchasing Department at the City Hall Building, located at 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, FL or other designated City location as posted. The Purchasing Department will decrypt responses received in BidSync immediately following the designated Due Date and Time.

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

**EVALUATION:** Proposals will be evaluated as outlined in this RFP.

**AWARD:** The City reserves the right to accept any proposal or combination of proposal alternates which, in the City's judgment will best serve the City's interest, reject any and all proposals or any part of a proposal, and to negotiate terms with the Successful Proposer. The

City reserves the right to waive any informality in a proposal, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices in Proposer's Fee Proposal will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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## SECTION 1: SPECIAL TERMS AND CONDITIONS

### A. INTRODUCTION AND INFORMATION

#### 1. Purpose

The City is soliciting proposals for the provision of Fire Rescue Department Medical Director Services, as identified in the Scope of Services herein. Any Proposer wishing to submit a proposal must comply with the requirements contained in this RFP.

Within this RFP are several Sections. Section 1 describes the terms and conditions that will apply to this RFP and any resulting Agreement. Section 2 describes the scope of services to be provided by the Successful Proposer. Section 3 provides forms and instructions for preparing a proposal in response to this RFP.

#### 2. RFP Schedule

A summary schedule of the major activities associated with this solicitation is presented in Table 1, below. The City, at its sole discretion, may modify this schedule as the City deems appropriate.

**Table 1**

ACTIVITY	DATE
Issue RFP	<b>April 29, 2016</b>
Deadline for Delivery of Written Questions and Objections	<b>May 24, 2016</b>
Due Date and Time for Delivery of Proposals	<b>May 31, 2016</b>
Institute Cone of Silence	<b>May 31, 2016</b>
Phase 1 Evaluation (Responsive and Responsible)	<b>June 1, 2016</b>
Selection Committee Meeting - Phase 2 Evaluation	<b>June 15, 2016</b>
Selection Committee Meeting - Interviews	<b>June 27, 2016</b>
Selection Committee Meeting - Final Ranking	<b>June 29, 2016</b>

#### 3. Bidsync

The City uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended award decision. There is no charge to potential Proposers to register and download the solicitation from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the Due Date and Time for any reason, including issues arising from the use of BidSync.

#### 4. Point of Contact

For information concerning procedures for responding to this RFP, contact the City Purchasing Department via email at [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com). Such contact shall be for clarification purposes only.

## **5. Questions**

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the Deadline for Delivery of Written Questions and Objections specified in the RFP schedule. Material changes, if any, to the Scope of Services or submittal procedures in this RFP will only be transmitted by written addendum. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The questions submitted and answers provided in BidSync shall become part of any award resulting from this RFP.

## **B. TERMS AND CONDITIONS**

### **1. General Conditions**

RFP General Conditions are included in Exhibit A and made a part of this RFP.

### **2. Addenda, Changes, and Interpretations**

Potential Proposers should utilize the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Deadline for Delivery of Written Questions and Objections. Requests received after the Deadline may not be addressed.

Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded.

All addenda are a part of the RFP solicitation documents and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued.

### **3. Evaluation of Proposals**

The City Manager will designate a Selection Committee to review and evaluate the Proposals submitted in response to this RFP. The review process will be conducted at a minimum of two phases. In Phase One, the Chief Purchasing Officer (CPO) or designee shall determine whether each Proposer is responsive and responsible. For the purposes of this RFP, a responsive Proposer means a Proposer that has submitted a proposal that conforms in all material respects to the requirements in the RFP. Accordingly, in Phase One, the CPO or designee will determine whether each Proposer correctly submitted and completed all of the necessary forms, documents, and information. For the purposes of this RFP, a responsible Proposer means a Proposer meets the minimum qualification requirement(s) of this RFP.

Among other things, a Proposal may be found to be non-responsive if the Proposer failed to provide the information requested in the RFP; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

In Phase Two, the Selection Committee will evaluate each proposal utilizing the following weighted criteria:

#### **Evaluation Criteria**

Qualifications	(See Section 2.2)	25%
Experience	(See Section 2.3)	30%
Approach	(See Section 2.4)	20%
Price Proposal	(See Section 2.5)	15%
Quality	(See Section 2.6)	5%
Location	(See Section 2.7)	5%
Total		<b>100%</b>

Each Selection Committee member will rank in order of preference the proposals for each of the criteria based on the number of proposals submitted utilizing the responses in the noted sections of the RFP. The Selection Committee may create a short list of Proposers from the proposals received and elect to conduct interviews/presentations with the short-listed firms. If the Selection Committee elects to short-list only those proposals from Proposer that are short-listed will be considered for award of the agreement.

At any time during the Selection process, the City may conduct investigations it deems necessary to evaluate the proposals. Each Proposer shall promptly provide the City with any additional information reasonably requested by the City. The City shall have the right to make additional inquiries, interview some or all of the Proposers, visit the facilities of one or more of the Proposers, or take any other action the City deems necessary to fairly evaluate a proposal.

At any time during the Selection process, the City may reject a proposal if the City concludes the Proposer is not qualified (e.g. Proposer does not satisfy the minimum requirements criteria set forth in this RFP).

The Selection Committee and/or the City Commission may select the Successful Proposer without allowing any presentations or interviews by any Proposer. For this reason, each Proposer must ensure that its proposal contains all of the information requested in this RFP.

#### **4. Award**

The City reserves the right to accept a Proposal(s) and award an Agreement that in its judgment will be for the best interest of the City. The City reserves the right to negotiate agreement terms with the Successful Proposer.



## **5. The City's Acceptance or Rejection of Proposals**

The City reserves its exclusive right to:

- disregard all non-conforming, non-responsive, unbalanced or conditional proposals.
- reject any and all proposals that fail to satisfy the requirements and specifications in this RFP;
- accept the proposal which is the best overall proposal, based on the selection criteria listed;
- reject any and all non-responsive proposals;
- waive minor irregularities in any proposal;
- issue addenda or otherwise revise the requirements in this RFP;
- reject all proposals, with or without cause;
- issue requests for new proposals;
- and cancel this RFP.

The City may reject a proposal for any reason that the City deems sufficient. For example, the City may reject one or more proposals if (1) the Proposer misstates or conceals any material fact in their proposal; (2) the proposal does not conform to the requirements of applicable Law; (3) the proposal is subject to conditions or qualifications; (4) a change occurs that makes this RFP unnecessary for the City; (5) any Proposer submits more than one proposal under the same or different names; (6) a Proposer has failed to perform satisfactorily or meet its financial obligations on previous contracts; (7) the Proposer employs unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; and/or (8) or the Proposer is listed on the U.S. Comptroller General's List of Ineligible Companies for Federally Financed or Assisted Projects.

Any or all proposals may be rejected if the City concludes that collusion existed among two or more of the Proposers. Proposals received from the participants in such collusion will not be considered for the same work in this RFP if re-advertised.

The City may reject proposals if two (2) or more Proposers are planning a merger, or are in the process of merging with or acquiring other Proposers, and the City concludes that the Proposers are not submitting bona fide or uncompromised proposals. In such cases, the City may reject all proposals in which such Proposers are involved.

The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

## **6. Protest Procedures**

As noted above, the Selection Committee will review each proposal in three (3) phases. During Phase One, the CPO or designee will determine whether each Proposer is responsive and responsible. If the Proposer is deemed non-responsive or non-responsible, the CPO shall post notice of the determination in City Hall. The Chief Purchasing Officer also shall post notice after the Selection Committee provides a recommendation for award. Any Proposer who is aggrieved by these decisions or a decision of the City Commission may file a protest pursuant to Section 36.04 (entitled "Protest Procedures") of the Delray Beach Code of Ordinances. However, nothing

contained in this RFP shall be deemed to limit the authority of the City Commission under special or general law.

Any Proposer filing a protest shall simultaneously provide a Protest Bond to the City in the amount of fifteen thousand dollars (\$15,000). If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check.

**7. Changes and Alterations**

Proposers may change or withdraw a Proposal at any time prior to the proposal Due Date and Time; however, no oral modifications will be allowed. Modifications shall not be allowed following the proposal Due Date and Time.

**8. Proposer's Costs**

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

**9. Pricing/Delivery**

All pricing should be identified on the Fee Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Fee Proposal pages. Failure to use the City's Fee Proposal form and provide costs as requested in this RFP may deem Proposer's proposal non-responsive.

Proposer must quote a firm, fixed fee for all services stated in the RFP. Fees stated in the Fee Proposal must be quoted FOB: Destination and all costs, including travel to and from the City and installation, shall be.

Discrepancies in the multiplication of units of Work and unit prices submitted in the Price Proposal will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

**10. Invoices/Payment**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related fees and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the Agreement, the City shall not approve or accept the Proposer's work product, and agreement cannot be reached between the City and the Proposer to resolve the problem to the City's satisfaction, the City shall negotiate with the Proposer on a payment for the work completed and usable to the City.

**11. Acceptance of Proposals / Minor Irregularities**

The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other Proposers, does not adversely impact the interests of other firms or,

does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a RFP.

The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

## **12. Modification of Services**

While this Agreement is for services provided to the department referenced in this RFP, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of an Agreement resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

The City may require additional items or services of a similar nature, but not specifically listed in the Agreement. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in their proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other suppliers, or to cancel the Agreement upon giving the Successful Proposer thirty (30) days written notice.

If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

## **13. Non Exclusive Contract**

Proposer agrees and understands that the Agreement shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another supplier at the City's sole option.

## **14. Contract Agreement**

By submitting a proposal the Proposer agrees to all terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, and attachments.

The Successful Proposer will be required to execute the Agreement, a sample of which is attached hereto and made a part hereof. The Agreement will incorporate the Successful Proposer's and any subsequent information requested from the Successful Proposer by the City during the evaluation process.

The City will transmit the Agreement to the recommended proposer for execution. Proposer agrees to deliver two duly executed copies of the Agreement to the City within five (5) calendar days of receipt.

#### **15. Subcontractors**

If the Proposer proposes to use subcontractors in the course of providing services to the City, this information shall be a part of the proposal. Such information shall be subject to review, acceptance and approval of the City, prior to any award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Proposer to replace subcontractor with one that meets City approval.

Proposer shall ensure that all of Proposer's subcontractors perform in accordance with the terms and conditions of the Agreement. Proposer shall be fully responsible for all of Proposer's subcontractors' performance, and liable for any of Proposer's subcontractors' non-performance and all of Proposer's subcontractors' acts and omissions. Proposer shall defend, at Proposer's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Proposer's subcontractors for payment for work performed for the City.

Successful Proposer shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the Proposer may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the Successful Proposer.

#### **16. Insurance Requirements**

The Fire Department will pay the costs for liability insurance for the Medical Director. However, the Proposer shall supply proof of insurance, detailing terms and provisions of coverage, and must be received and approved by the City Risk Manager within 10 days of final execution of the Agreement.

Selected Proposer shall carry the following minimum types of insurance:

- a) Workers' Compensation. Successful Proposer shall carry Worker's Compensation insurance with the statutory limits; Employers' Liability insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.
- b) Comprehensive General Liability Insurance. Successful Proposer shall carry Comprehensive General Liability Insurance with limits of not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) in the aggregate for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

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 B+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 of Delray Beach Risk Management Division.

#### **17. Award of Agreement**

An Agreement may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award an Agreement to more than one Proposer, at the sole and absolute discretion of the City.

#### **18. Unauthorized Work**

The Successful Proposer(s) shall not begin work until an Agreement has been awarded by the City Commission and a purchase order has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the Agreement.

#### **19. Uncontrollable Circumstances ("Force Majeure")**

The City and Successful Proposer will be excused from the performance of their respective obligations under the agreement 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, act of God or 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; and
- 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 Proposer will not constitute Force Majeure. The term of the

agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

#### **20. News Releases/Publicity**

News releases, publicity releases, or advertisements relating to the Agreement or the tasks or projects associated with the project shall not be made by Proposers without prior City approval.

#### **21. Agreement Period**

The initial Agreement term shall commence upon date of award by the City and shall expire three years from that date. The City reserves the right to extend the Agreement for three additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this Agreement, the Successful Proposer shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one year beyond the expiration date of the existing contract. The Successful Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

#### **22. Agreement Coordinator**

The City may designate an Agreement Coordinator whose principal duties shall be:

- Liaison with Successful Proposer.
- Coordinate and approve all work under the Agreement.
- Resolve any disputes.
- Assure consistency and quality of Successful Proposer's performance.
- Schedule and conduct Successful Proposer performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

#### **23. Substitution of Personnel**

It is the intention of the City that the Successful Proposer's personnel proposed for the Agreement will be available for the Agreement Period. In the event the Successful Proposer wishes to substitute personnel, He shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event 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 Agreement for cause.

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## **SECTION 2: PROPOSAL RESPONSE REQUIREMENTS**

### **1. HISTORY AND BACKGROUND**

The Delray Beach Fire-Rescue Department (Department) includes Fire Operations, Fire Administration, Fire Safety, Highland Beach, and Ocean-Rescue personnel.

The Department is made up of approximately one hundred fifty full time high risk emergency services employees and provides Emergency Medical Services, including Advanced Life Support (ALS) and Basic Life Support (BLS) utilizing six fire-rescue stations. Delray Beach Ocean Rescue has approximately 35 employees filling both full and part time position. Delray Beach Fire-Rescue's high risk personnel are bargaining unit employees who are covered by a Collective Bargaining Agreement between Delray Beach and Professional Fire Fighters/Paramedics of Palm Beach County Local 2928, IAFF, Inc. (the "Collective Bargaining Agreement"). These high-risk employees work on a twenty-four hour shift followed by forty eight hours off. Delray Beach Fire-Rescue also has approximately nine non-bargaining unit employees that work a traditional forty-hour workweek. Delray Beach continues to grow and its Fire Rescue Department will also continue to grow.

State law requires the Department, as an Emergency Medical Services (EMS) Provider, to contract with a licensed and board certified Medical Doctor or Doctor of Osteopathy (DO) who meets all criteria of Chapter 401, Florida Statutes, and the rules of the Florida Department of Health, Chapter 64J-1, Florida Administrative Code (F.A.C). The MEDICAL DIRECTOR will provide services, as set forth in this Scope of Services, relating to direction of the emergency medical services provided by Delray Beach Fire Rescue.

### **2. QUALIFICATIONS**

- A. Each proposer shall submit information and documentation that confirms it meets the following qualification requirement:
  - i. The Medical Director is a licensed physician; a corporation, association, or partnership composed of physicians; or physicians employed by any hospital that delivers in-hospital emergency medical services and employs or contracts with physicians specifically for this purpose.

### **3. EXPERIENCE**

- A. Each proposer shall submit a detailed narrative description documenting experience including, but not limited to, the following:
  - i. Instructor certifications possessed by the proposer and/or its staff, if any. Examples of certifications include, but not limited to:
    - 1. Basic and/or Advanced Life Support Instructor
    - 2. Basic Trauma Life Support and/or Pre-hospital Trauma Life Support Instructor
    - 3. Pediatric Advanced Life Support Instructor
  - ii. Completion of fellowship training in the EMS field. Examples of this training include, but not limited to, fellowship within the following organizations:
    - 1. American Academy of Emergency Medicine
    - 2. American College of Emergency Physicians
    - 3. American College of Osteopathic Emergency Physicians
- B. Each proposer shall submit fire rescue or EMS agency client references who are

agreeable to responding to a request from the City regarding proposer's experience as a MEDICAL DIRECTOR within the past five (5) years. Each agency reference should include the following:

- i. Agency name
  - ii. Contact name(s)
  - iii. Contact email address
  - iv. Address
  - v. Telephone and fax numbers
  - vi. Size of agency in terms of total EMS personnel and units
  - vii. Population served by the agency
  - viii. Dates of service (start/end)
  - ix. Scope of work (brief description)
- C. Each proposer shall submit hospital references who are agreeable to responding to a request from the City regarding proposer's experience as an Emergency Department physician who manages patients within the past five (5) years. Each hospital reference should include the following:
1. Hospital name
  2. Contact name(s)
  3. Contact email address
  4. Address
  5. Telephone and fax numbers
  6. Average daily patient count in the Emergency Department
  7. Dates of Service
  8. Scope of work
- D. Each proposer shall submit a detailed narrative description documenting experience including, but not limited to, the following:
- i. Knowledge of EMS dispatch and communications systems
  - ii. Background in teaching at a professional level outside of the scope of usual physician and/or medical director duties
  - iii. Published papers or articles in Fire, EMS or other related trade journals
  - iv. Experience as a presenter at a trade show or conference relating to
  - v. Fire, EMS or other related field
  - vi. Published research in the field of EMS
  - vii. Knowledge of aeromedical transportation protocols, rules and procedures

#### **4. APPROACH**

- A. The proposer shall provide a detailed narrative description of the proposed approach and methodology for engaging with the Department while in the course of performing the duties, including, but not limited to, the following:
- i. The overall approach to the position and any strategies Proposer proposes to implement
  - ii. Goals that the Proposer would like to achieve
  - iii. Narrative that demonstrates knowledge of the applicable Florida State Statutes and Florida Administrative Codes as they relate to the MEDICAL DIRECTOR position



## 5. FEE PROPOSAL

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as, all inclusive, to provide FIRE RESCUE DEPARTMENT MEDICAL DIRECTOR SERVICES to the Department, in accordance with the requirements identified in this Scope of Work, and as set forth in this RFP document.

The proposer's annual fee for FIRE RESCUE DEPARTMENT MEDICAL DIRECTOR SERVICES, out-of-pocket travel expense and subscription/membership shall remain firm for the initial thirty-six (36) month period. Any escalation in pricing for each renewal period will be based on the Bureau of Labor Statistics Employment Cost Index (ECI), private industry workers, total compensation, management, professional, and other related occupations, service providers, non-seasonal (C.I.U. 2015 00100000A) change in most recent 12 month period. The option for renewal shall be exercised upon mutual agreement between Contractor and CITY, by written agreement with all original terms and conditions adhered to with no deviations.

Upon prior approval by the Fire Chief, the MEDICAL DIRECTOR shall be reimbursed for all reasonable travel expenses when attending meetings and conferences outside of Delray Beach that directly relate to the Medical Director position. Such reimbursements shall not exceed \$2,500.00 annually.

Upon prior approval by the Fire Chief, the MEDICAL DIRECTOR shall be reimbursed for Subscription and Membership expenses for subscriptions and memberships related to medical direction, as approved by the Fire Chief, up to an amount not to exceed \$800.00 annually.

### Fee Proposal

1.	Total Annual Fee charged to Delray Beach for Fire Rescue Department MEDICAL DIRECTOR SERVICES	\$ _____
2.	Not-to-exceed amount to be paid for out-of pocket travel (annually)	\$2,500.00
3.	Not-to-exceed amount to be paid to Successful Proposer for subscription and membership (annually)	\$800.00
4.	<b>TOTAL FEE PROPOSAL (1 + 2 + 3)</b>	\$ _____

[Remainder of pages intentionally left blank]

## 6. QUALITY

- A. The proposer shall ensure that the quality of the proposal submitted meets the following criteria:
- The proposal shall be formatted as specified in these proposal requirements
  - A table of contents shall be present
  - A letter of transmittal shall accompany this proposal as specified in these proposal requirements
  - All narrative descriptions shall be complete, clear and easy to understand
  - All information requested in this RFP has been submitted and is verifiable

## 7. LOCATION

- A. Proposer shall specify the location(s), including the complete physical address, where the work for this project will be performed, including work performed by subcontractors, if applicable.
- B. Proposer shall thoroughly explain:
- Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision
  - How the proposer physically plans on attending pre-scheduled meetings
  - How the proposer physically plans on attending and delivering EMS training
  - How the proposer plans on maintaining availability twenty-four (24) hours a day, seven (7) days a week for consultations

## 8. SPECIFICATIONS

Proposer must respond with its answer by checking "Yes" or "No" that it will comply with each specification below.

**Comply with  
Specification  
Requirements**

- A. The MEDICAL DIRECTOR shall perform all services required of a MEDICAL DIRECTOR, and assume all legal duties and responsibilities of a MEDICAL DIRECTOR, as provided for by Section 401.265, Florida Statutes, Chapter 64J-1 F.A.C., and any other applicable laws, regulations and rules of any governmental agency implementing said chapter; and any other duties upon written notice from the Florida Department of Health that such additional duties are required of the MEDICAL DIRECTOR, and as may be amended from time to time.

Yes ☐  
No ☐

- B. The MEDICAL DIRECTOR shall provide all labor, materials, supplies and equipment necessary to provide the required services.

Yes ☐  
No ☐

- C. As required by Section 401.265 Florida Statutes and Rule 64J-1.004, F.A.C., the MEDICAL DIRECTOR shall supervise and assume direct responsibility for the medical performance of all Emergency Medical Technicians (EMTs) and Paramedics operating for the Department.

Yes ☐  
No ☐

- D. The MEDICAL DIRECTOR shall be knowledgeable with the standards as set by the National Fire Protection Association Standard 1581: Standard on Fire Rescue Department Infection Control and the infectious disease control information flow sheet found in [www.pbcems.org](http://www.pbcems.org). Yes ☐  
No ☐
- E. The MEDICAL DIRECTOR shall have a working knowledge of the Incident Command System and participate in the development and ongoing review of Dispatch Protocols followed by the Department. The MEDICAL DIRECTOR shall have a period of one (1) year to obtain NIMS IS-100, IS-200, IS-700, and IS-800 to meet NIMS compliance. Yes ☐  
No ☐
- F. The MEDICAL DIRECTOR shall develop, review, and authorize use of ALS, BLS, and Interfacility protocols which allow personnel to properly manage medical emergencies, consistent with Chapter 401, Florida Statutes, and Chapter 64J-1, F.A.C., as may be amended from time to time. Such protocols shall be specific in nature and shall provide for managing immediately life-threatening medical emergencies. Yes ☐  
No ☐
- G. At the City's request, the MEDICAL DIRECTOR shall develop, assist in the development, and review any other protocols, policies and procedures as they relate to emergency medical service personnel and the delivery of emergency medical services. Yes ☐  
No ☐
- H. The MEDICAL DIRECTOR should attend Monthly EMS Provider meetings coordinated by the Association of EMS Providers. Yes ☐  
No ☐
- I. The MEDICAL DIRECTOR shall be required to attend other meetings, when requested by the CITY. Yes ☐  
No ☐
- J. The MEDICAL DIRECTOR shall meet with the EMS Chief, for a minimum of two hours bi-weekly. Meeting agendas will be prepared by the Chief of EMS, or his designee. Rotational subject matter for each agenda may include, but not be limited to: CQI (Continuous Quality Improvement), training agenda/implementation, infection control, ePCR/documentation, generalized progress/development and protocol progress/development. Yes ☐  
No ☐
- K. The MEDICAL DIRECTOR shall ride with EMS Supervisors and/or rescue units for a minimum of two (2) hours per month to evaluate emergency medical personnel skills and to maintain a working relationship with EMTs and Paramedics. During the scheduled ride time, the MEDICAL DIRECTOR shall provide hands-on training to Firefighter EMTs and Paramedics applicable to items encountered on Yes ☐  
No ☐

calls and topics that correspond with the predetermined training agenda. This ride time scheduling shall be coordinated by the Chief of EMS, or designee, on a rotational basis within the battalions.

- L. The MEDICAL DIRECTOR shall supervise the implementation and maintenance of a Continuous Quality Improvement Program as required by section 401.265 Florida Statutes and Rule 64J-1.004 F.A.C., to include auditing medical reports, as referenced in the Continuous Quality Improvement department policy, for completion and correctness. The Continuous Quality Improvement Program must cover Paramedics and EMTs. Yes ☐  
No ☐
- M. The MEDICAL DIRECTOR shall actively and cooperatively participate in the Department's Continuous Quality Improvement Program, including the review and development process. Yes ☐  
No ☐
- N. As part of the Continuous Quality Improvement Program, the MEDICAL DIRECTOR shall assist the Department in obtaining patient outcome information from local hospitals. Yes ☐  
No ☐
- O. The MEDICAL DIRECTOR shall provide the Department with a detailed monthly report of all activities performed, including those of the Associate Medical Director and with reference to the requirements of the Agreement. CITY shall provide administrative support in order for the MEDICAL DIRECTOR to meet the obligations of this paragraph. Yes ☐  
No ☐
- P. The MEDICAL DIRECTOR shall, upon request of the Department Training Division, evaluate Delray Beach Fire Rescue EMTs and Paramedical personnel during training exercises and the recruit paramedic Supervised Training & Evaluation Program (STEP). Yes ☐  
No ☐
- Q. The MEDICAL DIRECTOR shall review and approve the content of EMS training, including but not limited to Department Advanced Cardiac Life Support (ACLS), International Trauma Life Support (ITLS), Pediatric Advanced Life Support (PALS), Neonatal Resuscitation Program (NRP) and Pre-Hospital Trauma Life Support (PHTLS) classes, for medical correctness at the request of the Chief of EMS or Chief of Operations. Yes ☐  
No ☐
- R. At the request of the Division Chief of Training, or his designee, the MEDICAL DIRECTOR shall review and approve EMT and Paramedic continuing medical education credit provided by the Department. Yes ☐  
No ☐

- S. The MEDICAL DIRECTOR shall attend a minimum of two

(2) Equipment/Vendor review sessions annually and participate in the hands-on activities involved in the equipment review process. All equipment review will be determined by the EMS Chief. Equipment review is a cooperative initiative through which the MEDICAL DIRECTOR is encouraged to introduce new ideas and equipment for evaluation and discussion.

Yes ☐

No ☐

T. The MEDICAL DIRECTOR shall ensure that training is provided following any changes in the EMS Protocols or medical equipment implementation or usage.

Yes ☐

No ☐

U. The MEDICAL DIRECTOR shall participate in the development and further education of Department personnel by bringing in educational components that meet the Department Training Division's goals.

Yes ☐

No ☐

V. The MEDICAL DIRECTOR shall review and provide written affirmation of recertification training of Department EMT and Paramedic personnel in accordance with Section 401.2715(3), Florida Statutes.

Yes ☐

No ☐

W. The MEDICAL DIRECTOR shall participate in the development of the STEP probationary Paramedic program, as well as the EMS portion of the Recruit orientation, on an as-needed basis determined by the Department EMS and Training Division. At a minimum, the MEDICAL DIRECTOR shall attend at least one orientation with each new recruit class and recruit paramedic Step program.

Yes ☐

No ☐

X. The MEDICAL DIRECTOR shall be available via radio or telephone communication on a 24 hour a day, 7 days per week basis for online medical control. Notwithstanding anything to the contrary contained herein, the MEDICAL DIRECTOR may use reasonable discretion in determining whether to respond to an incident scene.

Yes ☐

No ☐

Y. It shall be the obligation of the MEDICAL DIRECTOR to contract for the professional services of an Associate Medical Director for the duration of this Agreement, to assist the MEDICAL DIRECTOR in providing medical control for the Department, and to act as back-up MEDICAL DIRECTOR when the MEDICAL DIRECTOR is unavailable. No additional fees are allowed for the Associate Medical Director.

Yes ☐

No ☐

i. The Associate Medical Director shall meet all the qualifications specified in this Scope of Work for a MEDICAL DIRECTOR as set forth in Rule 64J-1.004 F.A.C. and Section 401.265, Florida Statutes, and shall be approved by the CITY'S Fire Chief, Chief of

Yes ☐

No ☐

Operations and EMS Chief prior to being appointed by the MEDICAL DIRECTOR and commencing services. The MEDICAL DIRECTOR shall be responsible for assuring that the Associate Medical Director meets the duties and requirements of the Associate Medical Director as set forth herein.

- ii. Any change in the Associate Medical Director must likewise be approved by the CITY'S Fire Chief, Chief of Operations and EMS Chief prior to being appointed by the MEDICAL DIRECTOR. Yes ☐  
No ☐
- iii. The Associate Medical Director shall comply with Sections 2.8 (C), (D), (J) and (K) at all times during this Agreement. Yes ☐  
No ☐
- iv. In addition to the above duties and responsibilities, the MEDICAL DIRECTOR will appoint the Associate Medical Director to act as back-up MEDICAL DIRECTOR when the MEDICAL DIRECTOR is not available. When acting as back-up MEDICAL DIRECTOR, the Associate Medical Director shall be responsible for the services, duties and obligations set forth in Section 2.8 (A) through Section 2.8 (Y), except for Sections 2.8 (A), (B), (E), (F), (L), (O), and (R). Yes ☐  
No ☐
- v. In addition to the above duties and responsibilities, the MEDICAL DIRECTOR may authorize the Associate Medical Director to assist the MEDICAL DIRECTOR at any time with the duties and responsibilities set forth Section 2.8 (A) through Section 2.8 (Y) of this Article, except for Sections 2.8 (A), (B), (O), and (R). Yes ☐  
No ☐
- vi. The services of the Associate Medical Director shall be in addition to those performed by the MEDICAL DIRECTOR under the Agreement and shall not relieve the MEDICAL DIRECTOR of the responsibility to also perform those duties identified in this Article, as well as all other duties established by the Agreement and any applicable laws and regulations. The Associate Medical Directors performance is to supplement the MEDICAL DIRECTOR in providing medical control for the Department and does not in any way relieve the MEDICAL DIRECTOR of the responsibilities and duties as the MEDICAL DIRECTOR for the Department. Yes ☐  
No ☐
- vii. Prior to contracting with the Associate MEDICAL Yes ☐

DIRECTOR, the MEDICAL DIRECTOR shall obtain the Chief of Operation's and EMS Chief approval of the contract and any amendments thereto, between the MEDICAL DIRECTOR and the Associate MEDICAL DIRECTOR. All payments to the Associate Medical Director shall be the sole responsibility of the MEDICAL DIRECTOR, and not the CITY.

No ☐

Z. When the MEDICAL DIRECTOR and the Associate Medical Director are both unavailable, the MEDICAL DIRECTOR shall appoint a back-up physician to be used for online medical control and must be pre-approved by the Chief of Operations.

Yes ☐

No ☐

i. Back-up physicians, when used, shall meet all the qualifications for a MEDICAL DIRECTOR as set forth in Rule 64J-1.004 F.A.C. and Section 401.265, Florida Statutes. No additional fees are allowed for the back-up physician.

Yes ☐

No ☐

ii. All payments to the back-up physicians shall be the sole responsibility of the MEDICAL DIRECTOR.

Yes ☐

No ☐

iii. The MEDICAL DIRECTOR will be allowed up to four (4) weeks of vacation, annually, during the term of the Agreement, during which time the Associate Medical Director or an approved back-up physician shall be available. MEDICAL DIRECTOR may request additional vacation time through the Fire Chief. Approval of additional vacation time is at the sole discretion of the Fire Chief.

Yes ☐

No ☐

AA. The MEDICAL DIRECTOR shall be fully responsible to the CITY for the performance of the Associate Medical Director and any back-up physicians. The MEDICAL DIRECTOR shall promptly remedy any deficiency of performance by the Associate Medical Director and/or any back-up physicians. It is further understood and agreed between the parties to the Agreement that all of the legal duties and responsibilities of a MEDICAL DIRECTOR as set forth in Chapter 401, Florida Statutes, Rule 64J-1.004 F.A.C., and any other applicable laws and regulations, shall remain with the MEDICAL DIRECTOR, who shall remain fully and solely responsible to the CITY for all such duties and responsibilities. It is also understood and agreed that the MEDICAL DIRECTOR shall remain solely responsible for the services, duties and obligations set forth in Sections 2.8 (A), (B), (N), and (Q) of this Article and may not utilize the Associate Medical Director or back-up physician to comply with these services, duties and obligations.

Yes ☐

No ☐

- BB. Active participation in Local and Statewide EMS organizations as referenced in the handbook for EMS MEDICAL Director's (March 2012 FEMA), shall be documented by the MEDICAL DIRECTOR, reporting outcomes to the EMS Chief at monthly staff meetings.
- Yes ☐  
No ☐
- i. Upon prior approval by the Fire Chief, the MEDICAL DIRECTOR shall be reimbursed for all reasonable travel expenses when attending such organizations outside of the City of Delray Beach. Such reimbursements shall not exceed \$2,500.00 annually.
- Yes ☐  
No ☐
- ii. Upon prior approval by the Fire Chief, the MEDICAL DIRECTOR shall be reimbursed for Subscription and Membership expenses for subscriptions and memberships related to medical direction, as approved by the Fire Chief, up to an amount not to exceed \$800.00 annually.
- Yes ☐  
No ☐
- CC. Additionally, the MEDICAL DIRECTOR shall:
- i. Provide liaison services as required and requested between the Department and other departments, divisions, boards and bodies of the CITY, the County, or the State, as well as educational, governmental, or medical agencies or institutions relating to the provision of Emergency Medical Services.
- Yes ☐  
No ☐
- ii. Retain the ultimate authority to permit or deny any paramedic or EMT the utilization of BLS and ALS techniques, patient assessments, and patient stabilization procedures.
- Yes ☐  
No ☐
- iii. Upon request, the Medical Director shall advise the Fire Chief, Operations Chief, and/or EMS Chief on disciplinary recommendations relating to medical care.
- Yes ☐  
No ☐
- iv. Serve as the Department's Physician for the purpose of providing advice, recommendations, and consultation to the Fire-Rescue Chief in matters pertaining to occupational safety and health issues.
- Yes ☐  
No ☐
- v. Maintain an active membership in the State Association of EMS Medical Directors.
- Yes ☐  
No ☐



### SECTION 3: FORMS AND INSTRUCTIONS

#### A. AUTHORIZATION TO BIND PROPOSER

Each proposal must be signed by a Person who is legally authorized to bind the Proposer to the proposal. Each proposal shall remain valid for at least one hundred and twenty (120) days after the Due Date.

Proposals by corporations must be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested to by the Proposer's Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner. His or her title must appear under his or her signature and the official address of the partnership must be shown below the signature.

#### B. PROPOSAL FORMAT

Each proposal shall include all the requested information. Proposals shall be organized in chapters, as indicated in Table 2. All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on the form, the response may be continued on a blank page immediately following the form. The additional pages shall be numbered the same as the form, with the addition of the letter "a", "b", "c", etc. If a form is provided and additional copies of the form are needed, the form may be copied by the Proposer. The copied pages shall be numbered the same as the form, with the addition of the letter "a", "b", "c", etc.

Proposal responses to this RFP must be complete and unequivocal. In instances where a response is not required or a question is not applicable to the proposal, a response such as "no response required" or "not applicable" shall be provided.

**Table 2 - Proposal Format**

Chapter 1	<b>Letter of Intent:</b> Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP but should not exceed two (2) pages. <b>Proposal Submittal Signature Page</b>
Chapter 2	<b>Proposer's Statement of Organization:</b> Legal name, address, Telephone number, Fax number, E-mail address, Web page address of the Proposer, together with legal entity (corporation, partnership, etc.). Proposer must be established as a legal entity in the State of Florida Division of Corporations. Provide hours of operation; years in business; state whether the firm is local, regional, or national; Give a list of owners and/or partners and managers of the

	firm. Include names, addresses and phone numbers; any additional information that Proposer wishes to supply to augment its proposal.
Chapter 3	<b>Public Entity Form, Drug Free Workplace Form, Conflict of Interest Form</b>
Chapter 4	<b>Acknowledgement of Addenda Form</b>
Chapter 5	<b>Section 2 Proposal Response Requirements</b>
Chapter 6	<b>Evidence of Insurance, Professional Licenses, and Certificates:</b> Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award. Submit a copy of all Licenses, Certificates, Registrations, and Permits required to perform the work that Proposer and/or its staff possess.

[Remainder of page intentionally left blank]

## RESPONSIVE CHECKLIST

- \_\_\_\_\_ Qualifications Section
- \_\_\_\_\_ Experience Section
- \_\_\_\_\_ Approach Section
- \_\_\_\_\_ Fee Proposal Section
- \_\_\_\_\_ Letter of Transmittal
- \_\_\_\_\_ Location Section
- \_\_\_\_\_ Letter of Intent
- \_\_\_\_\_ Proposal Submittal Signature Page
- \_\_\_\_\_ Proposer's Statement of Organization
- \_\_\_\_\_ Public Entity Crimes Form
- \_\_\_\_\_ Drug Free Workplace Form
- \_\_\_\_\_ Conflict of Interest Form
- \_\_\_\_\_ Acknowledgement of Addenda Form
- \_\_\_\_\_ Agrees to Comply with all Specification Requirements
- \_\_\_\_\_ Evidence of Insurance, Professional Licenses, and Certificates

### Proposal Submittal Signature Page

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

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s):

Fax Number(s):

Email Address:

Federal Employer Identification Number:

Firm Name

Signature

Name and Title(Print or Type)

Date

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

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

(Remainder of page intentionally left blank)

## Public Entity Crimes

### NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged by:

---

Firm Name

---

Signature

---

Name and Title(Print or Type)

---

Date

## Drug-Free Workplace

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

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

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

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

---

Firm Name

---

Signature

---

Name (Print or Type)

Title

Date

### **Conflict of Interest Disclosure Form**

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

Furthermore, all Proposers must disclose the name of any City employee or relative(s) of a City employee who owns, directly or indirectly, an interest in the Proposers firm or any of its branches.

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

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

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

☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

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

Acknowledged by:

---

Firm Name

---

Signature

---

Name and Title(Print or Type)

---

Date

**Acknowledgment of Addenda**

The Proposer hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this RFP. It is the sole responsibility of the Proposer to ensure that all addenda have been received and receipt of each has been acknowledged. Failure to submit acknowledgement of each addendum issued may result in the Respondent being deemed non-responsive.

ADDENDA NUMBER	ADDENDA DATE

Signature of Proposer's Agent

Title

Printed Name

Date



Exhibit A  
CITY OF DELRAY BEACH  
GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Delray Beach Purchasing Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change within the contract itself or in the Invitation to Bid (ITB), Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement or any other similar document. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

**PART I CONDITIONS:**

- 1.1 PUBLIC ENTITY CRIMES:** Pursuant to Florida Statutes 287.133, as amended, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal 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 Florida Statutes 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Each Proposer must certify that the Proposer is not subject to these prohibitions regarding public entity crimes.

**SCRUTINIZED COMPANIES:** This Section applies to any contract for goods or services of \$1 million or more. The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in Florida Statutes 287.135,. The City may terminate a contract at the City' s option if the Proposer is found to have submitted a false certification as provided under subsection (5) of Florida Statutes 287.135 or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Florida Statutes 287.135.

- 1.2 DEBARRED OR SUSPENDED PROPOSERS:** The Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals or subcontractors are presently debarred or suspended by any Federal, State or City department or agency.
- 1.3 LOBBYING ACTIVITIES:** All Proposers are advised that the Palm Beach County Lobbyist Registration Ordinance (Section 2 - 351 of the Palm Beach County Code of Ordinances) applies to the City and this solicitation. Any violation of this requirement may cause the Proposer to be disqualified and prohibited from participating further in the RFP process.
- 1.4 COMPLIANCE WITH LAWS:** Proposer shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant any order.
- 1.5 NON- DISCRIMINATION:** The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such

action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.

**1.6 CONFLICT OF INTEREST:**

Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or

The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, any interest in the bidder's firm or any of its' branches.

**1.7 ANTI - COLLUSION:**

Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

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

**1.9 PUBLIC RECORDS:** Proposer shall comply with all public records laws in accordance with Florida Statutes, Chapter 119. In accordance with state law, Proposer agrees to:

- (a) Keep and maintain all records that ordinarily and necessarily would be required by the City.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Florida Statutes, Chapter 119. or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Proposer at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Proposer.
- (e) If Proposer does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

**EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.**

**1.10 INSPECTOR GENERAL:** Proposer is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of purchases and contracts, and may demand and obtain records and testimony from Proposer and its sub licensees and lower tier sub licensees. Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Proposer or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any order.

**1.11 NON - DISCRIMINATION:**

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

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

- (a) 'Cone of silence' means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
  - (1) Any person or person's representative seeking an award from such competitive solicitation; and
  - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on

behalf of the commission or local governing body to award a particular contract.

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

**1.13 LOCAL PREFERENCE:** In accordance with the City of Delray Beach Code of Ordinances Sec. 36.14, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars (\$5,000.00), whichever is less, of the lowest responsible and responsive proposer.

**1.14 LITIGATION VENUE:** The Proposers waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Palm Beach County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**1.15 INDEMNITY/HOLD HARMLESS AGREEMENT:** Proposer shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Proposer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of any order including, without limitation, any and all claims, losses,

liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Proposer shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of any order. To the extent considered necessary by the Chief Purchasing Officer and the City Attorney, any sums due Proposer under any order may be retained by City until all of City's claims for indemnification pursuant to any order have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

## **Part II DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.1 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers. BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP. BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB. RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

PROPOSER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Proposer; Contractor or Consultant; Contract, Award, Agreement or Purchase Order .

- 2.2 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this solicitation that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

**PART III BIDDING AND AWARD PROCEDURES:**

- 3.1 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Bids will be publicly opened in the Purchasing Department Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.2 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.3 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.4 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.5 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.6 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Purchasing Department immediately. Such notification must be received by the Purchasing Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to the deadline for questions. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.7 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.8 BID PROTEST: PROTEST OF AWARD / PROTEST BOND:** Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor

suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

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

Bid protests will follow the procedures set forth in City Code Ordinance 36.04.

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

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

- 3.9 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Delray Beach encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Officer reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes, City Ordinances, the Palm Beach County Code of Ethics and all other applicable rules and regulations relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.16 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.17 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.



## **PART IV BONDS AND INSURANCE**

- 4.1 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Delray Beach, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of an Agreement by the Contractor.

- 4.2 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

## **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.1 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in: Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period; all City Departments being advised to refrain from doing business with the Bidder; and all other remedies in law or equity.
- 5.2 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 5.3 PACKING SLIPS:** It will be the responsibility of the awarded Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Delray Beach purchase order number that is associated with the shipment. Failure to provide a detailed packing slip

attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

- 5.4 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 5.5 TAX EXEMPTION:** The City of Delray Beach is exempt from State Sales Tax and Federal Excise Taxes. Where tax applies, the invoice must show gross, price, amount of tax, and net price. Exception certificate will be provided upon request.
- 5.6 PAYABLE INTEREST:** *Payment of Interest.* The City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Bidder waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to the bid. *Rate of Interest.* In any instance where the prohibition or limitations herein are determined to be invalid or unenforceable, the annual rate of interest payable by the City, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).
- 5.7 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 5.8 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 5.9 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 5.10 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Proposer until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.11 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Florida Statutes, Chapter 442. Any toxic substance listed in Section 38F- 41.03 of the Florida Administrative Code delivered as a result of any order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.12 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.13 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.14 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.15 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.16 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon fifteen days written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.17 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel this agreement by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.18 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal

period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**5.19 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract for the duration of the contract and for three years after the final payment, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later. The Contractor agrees to make available to the City or designee, during normal business hours all books of account, reports and records relating to any agreement as a result of this bid.

**5.20 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

**5.21 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

**5.22 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non- adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

**5.23 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

- 5.24 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un - patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.25 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City which consent may be withheld for any reason. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager ' s designee, depending on original award approval.

AGREEMENT  
BETWEEN  
THE CITY OF DELRAY BEACH  
AND

\_\_\_\_\_  
FOR  
\_\_\_\_\_

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

and

\_\_\_\_\_, a Florida corporation, hereinafter referred to as "Second Party," (collectively referred to as the "Parties").

WITNESSETH:

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 **Agreement** - This Agreement includes Articles 1 through 9, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The City Commission of Delray Beach, Florida.
- 1.3 **Contract Administrator** - The Delray Beach City Manager or the Director of the Delray Beach \_\_\_\_\_ Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Second Party and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the

administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

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

## ARTICLE 2

### SCOPE OF SERVICES

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

## ARTICLE 3

### TERM AND TIME OF PERFORMANCE

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

shall be compensated for the service at the rate in effect when the extension is invoked by the City upon the same terms and conditions as contained in this Agreement as amended. The Chief Purchasing Officer shall notify Second Party of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

## ARTICLE 4

### COMPENSATION

- 4.1 City will pay Second Party, in the manner specified in Section 4.3, the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for work actually performed and completed pursuant to this Agreement and \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for all reimbursables provided for in Section 4.2, which amounts shall be accepted by Second Party as full compensation for all such work and expenses. Second Party acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Second Party for its services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Second Party's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

### 4.2 REIMBURSABLES

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

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically authorized in advance and in writing by the Contract Administrator. Transportation expenses to and from locations within the Miami-Dade/Broward/Palm Beach County area will not be reimbursed.



- b) Cost of printing drawings and specifications which are required by or of Second Party to deliver services set forth in this Agreement.

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

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

#### 4.3 METHOD OF BILLING AND PAYMENT

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

4.3.2 City shall pay Second Party within thirty (30) calendar days of receipt of Second Party's proper invoice, or as required by Florida Law. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Second Party to comply with a term, condition, or requirement of this Agreement.

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

4.4 Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself

from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

4.5 Payment shall be made to Second Party at:

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

## ARTICLE 5

### INDEMNIFICATION

Second Party shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Second Party, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Second Party shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Second Party under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

## ARTICLE 6

### INSURANCE

6.1 Second Party shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "C" in accordance with the terms and conditions stated in this Article.

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

## ARTICLE 7

### TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is

necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, Second Party's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Second Party is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the Second Party provides a false certification submitted pursuant to Section 287.135, Florida Statutes. This Agreement may also be terminated by the Board:
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience, Second Party shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. Second Party acknowledges that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Second Party, for City's right to terminate this Agreement for convenience.
- 7.5 In the event this Agreement is terminated for any reason, any amounts due Second Party shall be withheld by City until all documents are provided to City pursuant to Section 9.1 of Article 9.

## ARTICLE 8

### NON-DISCRIMINATION

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

Agreement, or under the Delray Beach Code of Ordinances or under applicable law, with all of such remedies being cumulative.

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

Second Party shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of any State or Federal law. Second Party shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Second Party shall take affirmative steps to prevent discrimination in employment against disabled persons.

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

## ARTICLE 9

### MISCELLANEOUS

#### 9.1 RIGHTS IN DOCUMENTS AND WORK

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

either party. Any compensation due to Second Party shall be withheld until all documents are received as provided herein.

## 9.2 PUBLIC RECORDS

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

- 9.2.1 Keep and maintain all records that ordinarily and necessarily would be required by the City.
- 9.2.2 Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- 9.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- 9.2.4 Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Second Party at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Second Party.
- 9.2.5 If Second Party does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

## 9.3 INSPECTOR GENERAL

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

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

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

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

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

#### 9.5 TRUTH-IN-NEGOTIATION REPRESENTATION

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

#### 9.6 PUBLIC ENTITY CRIME ACT

Second Party represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

In addition to the foregoing, Second Party further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Second Party has been placed on the convicted vendor list.

#### 9.7 INDEPENDENT CONTRACTOR

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

#### 9.8 THIRD PARTY BENEFICIARIES

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

#### 9.9 NOTICES

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



For City:

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

For Second Party:

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

#### 9.10 ASSIGNMENT AND PERFORMANCE

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

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

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

#### 9.11 CONFLICTS

Neither Second Party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially

antagonistic or incompatible with Second Party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

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

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

#### 9.12 MATERIALITY AND WAIVER OF BREACH

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

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

#### 9.13 COMPLIANCE WITH LAWS

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

#### 9.14 SEVERANCE

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

#### 9.15 JOINT PREPARATION

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

#### 9.16 INTERPRETATION

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

#### 9.17 PRIORITY OF PROVISIONS

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

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

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SECOND**

**PARTY AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

**9.19 AMENDMENTS**

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

**9.20 PRIOR AGREEMENTS**

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

**9.21 PAYABLE INTEREST**

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

9.21.2 Rate of Interest. In any instance where the prohibition or limitations of Section 9.21.1 are determined to be invalid or unenforceable, the annual rate of interest payable by City under this Agreement,

whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9.22 INCORPORATION BY REFERENCE

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

9.23 REPRESENTATION OF AUTHORITY

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

9.25 MULTIPLE ORIGINALS

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

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

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

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

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

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

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

APPROVED AS TO FORM:

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

AGREEMENT BETWEEN DELRAY BEACH, FLORIDA  
AND

\_\_\_\_\_

SECOND PARTY

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

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

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

WITNESS:

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

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

WITNESS:

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

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

(SEAL)

**EXHIBIT A**

**SCOPE OF SERVICES**

SAMPLE



**EXHIBIT B****CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**

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

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

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

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

Subcontractor or  
Supplier's name  
and addressDate of disputed  
invoiceAmount in  
dispute

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS  
(Continued)

STATE OF                                 )  
  ) SS.  
COUNTY OF                             )

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

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

(NOTARY SEAL)

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

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

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

My commission expires:

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

EXHIBIT C

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

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

The following insurance coverage shall be required.

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

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

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