

Exhibit "A"

City of Delray Beach
Housing Rehabilitation/ NCS Division
QQ No. 2025-010



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

PURCHASING AND CONTRACT ADMINISTRATION DIVISION

QUICK QUOTE

QQ 2025-010

Housing Rehabilitation Program – NCS Division - Quote #22-093

DUE DATE AND TIME: JUNE 04, 2025 @ 2:00 P.M. (LOCAL TIME)

INSTRUCTIONS

Sealed Submittals must be received on or before the due date and time (local time).

BROADCAST

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

Obtain solicitations from sources other than those named above are cautioned that the Quick Quote package may be incomplete. The City will not evaluate incomplete Submittal packages. Bidnet Direct is an independent entity and is not an agent or representative of the City. Any technical issues must be submitted to BidNet Direct by contacting (800) 990-9339 (toll free). The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites.

CONTACT

Any questions regarding the specifications and solicitation process must be submitted in writing through the "Question" feature on www.bidnetdirect.com//cityofdelraybeach. Requests for clarification and additional information must be received prior to the deadline for Submission of Questions on **May 30, 2025 @ 5:00 P.M. (Eastern Time)**.



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

LEGAL ADVERTISEMENT

QQ 2025-010

Housing Rehabilitation Program – NCS Division - Quote #22-093

The City of Delray Beach, Florida ("City") is seeking Submittals from all Bidders in the approved General Contractor List of Housing Rehabilitation Program located in this Quick Quote Solicitation and all other bidders who have successfully completed a bid with the City in the last 90 days.

Quick Quote documents are available beginning May 20, 2025, on the Purchasing and Contract Administration Division's webpage of the City of Delray Beach website at:

<https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations>

Documents may also be obtained via BidNet Direct www.bidnetdirect.com//cityofdelraybeach, by contacting the City Purchasing and Contract Administration Division at descollinesk@mydelraybeach.com or by phone at (561) 243-7442.

Proposals will be accepted through a secure mailbox at BidNet Direct www.bidnetdirect.com//cityofdelraybeach until the Deadline for Submission as indicated in this Quick Quote. **The Due Date and Time for submission of quotes June 4, 2025 @ 2:00 P.M. (Eastern Time).** Late Quotes will not be accepted. The City will only accept electronic Quotes for this Solicitation.

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

The City will not hold a Pre-Proposal Conference.

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

CITY OF DELRAY BEACH

PART I
SECTION I
SPECIAL TERMS AND CONDITIONS

1.1 PURPOSE

The purpose of this Solicitation is to receive quotes from qualified bidders to:

- Install Hurricane Clips
- Install 4-Ply Built Up Roof
- Install Impact Windows
- Install Pre-hung Exterior Impact Door
- Replace Existing Screen Door
- Paint House Complete
- Survey
- Pour Concrete Driveway
- Install Irrigation
- Install Sod
- Install Tree (Gumbo Limbo)
- Install Interior Doors
- Install Base and Wall Cabinets and Countertop
- Repair Drywall
- Prepare Walls and Paint Interior Complete
- Install Kitchen Sink
- Install Vanity w/Sink
- Install Toilet
- Install Shower
- Relocate Hot Water Heater
- Install Hot Water Heater
- Inspect Plumbing Waste and Drain Lines
- Carbon Monoxide/Smoke Detector w/Arc Fault
- Upgrade Electric to (150) Amp Service
- Install Exterior Light Fixtures
- Repair Electrical Service
- Install Ductless Mini Split A/C

for the property located at 423 SW 5th Ave, Delray Beach, Florida 33444. Qualified bidder shall furnish all services and other deliverables necessary for the successful completion of the proposed project. The contractor shall furnish all labor, equipment, and materials required for the completion of this project in accordance with the terms, conditions, and specifications contained in this Quick Quote.

1.2 PRE-BID SITE VISIT

The City will hold a Non-Mandatory Pre-Bid Site Visit on **May 27, 2025 @ 11:00 A.M., (LOCAL TIME)**. The Non-Mandatory Pre-Bid Site Visit will be held at Job Site Located at:

**423 SW 5TH Ave
Delray Beach, FL 33444**

1.3 CONTRACT MEASURES AND PREFERENCES

Intentionally Omitted

1.4 TERM OF CONTRACT

The Contract shall be a one-time award via purchase order.

1.5 OPTIONS TO RENEW

Intentionally Omitted

1.6 METHOD OF AWARD: LOWEST PRICE

The City will award this contract to the responsive and responsible Bidder who submits the lowest price to perform the work.

Vendors must bid on ALL line items within all Groups to be considered responsive to the bid requirements. The City's intent is to award this contract by TOTAL PRICE, the sum of all line items within all Groups, to the low responsive, responsible bidder. Bidders must indicate "No Charge" in the "Notes for Buyer" section in BidNet Direct on items that are included at no additional charge by place \$0.00 in the offer field.

1.7 PRICES SHALL BE FIXED AND FIRM

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

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

1.8 PRICE ADJUSTMENTS BASED ON GOVERNMENTAL PRICE INDEX

Intentionally Omitted

1.9 EXAMINATION OF BID SPECIFICATION

Prior to submitting its offer, it is recommended that the Bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The Bidder is also advised to carefully examine any drawings, specifications, or equipment, and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowances will be made because of lack of knowledge of these conditions. *Refer to Section 1.26 and Instruction Bidders Paragraph 2.*

1.10 EQUAL PRODUCTS

Intentionally Omitted

1.11 INSURANCE

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

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the

City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

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

The awarded bidder shall provide insurance coverage as follows:

- a. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**
Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation.
Employer's Liability Insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each occurrence, and \$500,000 in the aggregate.
- b. **COMPREHENSIVE GENERAL LIABILITY** Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000). Such certificate shall list the City as additional insured.
NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).
- c. **AUTOMOBILE LIABILITY**
Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.
- d. The awarded bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Delray Beach as an additional insured.

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have agents upon whom service of process may be made in Palm Beach County, Florida; and (c) have a Best's rating of A- VIII or better. All insurance policies shall name the City of Delray Beach as an additional insured. The Successful Proposer agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Division located at 100 N.W. 1st Ave., Delray Beach, FL 33444.

1.12 PERFORMANCE BOND
Intentionally Omitted

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

1.14 BID BOND/GUARANTY
Intentionally Omitted

1.15 METHOD OF PAYMENT

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

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

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

1.16 WARRANTY REQUIREMENTS

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

1.17 ADDITIONAL FACILITIES OR PRODUCTS

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

1.18 CATALOGS AND PRICE LISTS
Intentionally Omitted

1.19 CLEAN UP

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

1.20 ACCIDENT PREVENTION AND BARRICADES

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

1.21 DEMONSTRATION OF EQUIPMENT

Intentionally Omitted

1.22 HOURLY RATE

Intentionally Omitted

1.23 MOTOR VEHICLE LICENSE REQUIREMENT

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

1.24 PATENTS AND ROYALTIES

Intentionally Omitted

1.25 RELEASE OF CLAIM REQUIRED

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

1.26 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

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

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

1.27 TRANSFER PROHIBITED

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

1.28 OTHER FORMS OR DOCUMENTS

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

1.29 FAILURE TO DELIVER OR COMPLETE WORK

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

1.30 STORAGE OF MATERIALS

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

1.31 CORRECTING DEFECTS

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

1.32 PRESERVATION OF PROPERTY

The awarded Bidder shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the

awarded Bidder, it shall be immediately restored to its original condition by the awarded Bidder at no cost to the City. In case of failure on the part of the awarded Bidder to restore such property, or make good such damage for injury, the City may, after 48 hours' notice to the awarded Bidder, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due, or which may become due the awarded Bidder under this contract.

1.32 OMISSIONS IN SPECIFICATIONS

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

1.33 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

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

1.34 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

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

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

MINIMUM QUALIFICATIONS

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

- i. Bidder is registered with the States of Florida, Division of corporations to do business in Florida.
No documentation is required. The City will verify.
- ii. Must have been in business for a minimum of five (5) years prior to the Due Date. **Provide supporting documentation (e.g. state, county, city business registration; occupational license) that confirms Bidder has been in business for a minimum of five (5) years prior to the Due Date.**

- iii. Bidder has a Florida State General Contractor's license or current certificate of competency issued by Palm Beach County Examining Board having jurisdiction over licensing off Contractors in the type of work involved in this project. If Bidder is utilizing a subcontractor to meet this minimum qualification, please disclose the name of the subcontractor and provide proof of current certification. **Provide proof, in the form of a copy of certification(s), that the Bidder meets this qualification.**
- iv. Bidder has submitted pricing utilizing the pricing form contained in this Quick Quote. **No additional documentation is required. The City will verify from Bidder's Bid.**
- v. Bidder has previously provided acceptable services for the type of work identified in this Quick Quote. **Submit up to three (3) client references for whom Bidder has provided similar services similar to those specified in this Quick Quote in the past three (3) years and who are agreeable to respond to a request from the City regarding bidder's experience. Each client reference should include the following:**
 - a. **Organization name:**
 - b. **Contact Name(s):**
 - c. **Contact Email Address:**
 - d. **Address:**
 - e. **Telephone Number:**
 - f. **Dates of Service (start/end):**
 - g. **Type of Work (brief description):**
- vi. Bidder Is NOT listed on the Florida Department of Management Services, Convicted Vendor List as defined in Florida Statute Section 287.133(3) (d). **No documentation is required. The City will verify the status.**
- vii. Bidder has no reported conflict of interests in relation to this Quick Quote. **Disclose the name of any officer, director or agent who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests are present, Bidder must submit a statement to that affect.**
- viii. Bidder Is NOT listed on the System for Award Management (SAM), electronic roster of debarred companies excluded from Federal procurement and non-procurement programs throughout the U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. **No documentation is required. The City will verify the status. Per Section 34.f. Rejection of quotes of the City's Purchasing Policies and Procedures Manual, vendors may be deemed non-responsible if: Vendor have been declared to be in default on any City or public entity contract, debarred or suspended by any public entity.**

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SECTION II

Exhibits

Exhibit "A" - Write-Up

Exhibit "B" - Renovate Right Brochure

Exhibit "C" – EPA/USCPSC Brochure

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**NEIGHBORHOOD SERVICES DIVISION
INSTRUCTIONS TO BIDDERS**



SECTION III

INSTRUCTIONS TO BIDDERS

3.1. INTERPRETATIONS OR ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed to the Purchasing and Contract Administration Division. Interpretations or clarifications considered necessary by the Purchasing and Contract Administration Division in response to such questions will be issued by addenda and uploaded to Bidnet Direct www.bidnetdirect.com. Any questions regarding the specifications and solicitation process must be submitted through the "Question" feature on Bidnet Direct www.bidnetdirect.com. All such addenda shall become part of Contract and all Bidders shall be bound by such addenda.

3.2. INSPECTION OF SITE

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligations under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the City of Delray Beach will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

3.3. ALTERNATIVE BIDS

No alternative bids will be considered unless specifically requested by the Purchasing Division.

3.4. BIDS

- a. All electronically submitted Bids must be on forms supplied by the City of Delray Beach and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Proposal Work Write-up by the Bidder.
- b. Sealed Electronic Proposals of the Bid shall be submitted at the time and place indicated in the Bid form. Each bid shall be accompanied by all required documents. Bidder assume full responsibility for timely delivery of its Bid, which must be sent electronically on Bidnet Direct www.bidnetdirect.com.
- c. The City of Delray Beach may consider as irregular any Bid on which there is an alteration of or departure from the Bid Proposal Work Write-up hereto attached and at its option may reject the same.

d. Bidder Is NOT listed on the System for Award Management (SAM), electronic roster of debarred companies excluded from Federal procurement and non-procurement programs throughout the U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. **No documentation is required. The City will verify the registration status. Per Section 34 (f) Rejection of Bids or Proposals of the City's Purchasing Policies and Procedures Manual, vendors may be deemed non-responsible if: Vendor have been declared to be in default on any City or public entity contract, debarred or suspended by any public entity.** Purchasing Procedure Manual.

<https://www.delraybeachfl.gov/home/showpublisheddocument/12270/638140626086330000>.

3.5. COLLUSIVE AGREEMENTS

Each Contractor accepting a contract through the City of Delray Beach for any portion of the work contemplated by the documents on which bidding is based shall execute an affidavit substantially in the form herein provided, to the effect that he/she has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

3.6. NON-SEGREGATED FACILITIES AGREEMENT

Each Contractor accepting a contract through the City of Delray Beach shall execute an affidavit in the form herein providing to the effect that he/she will not maintain or provide for segregated facilities.

3.7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, upon request of the Neighborhood Services Division, furnish for that purpose (a copy of which is included in the Contract Documents) a statement of the Bidders qualifications, his experience record in constructing the type of improvements embraced in the contract, his organization and equipment available for the work contemplated and, when specifically requested by the Neighborhood Services Division, a detailed financial statement.

The Neighborhood Services Division shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City of Delray Beach that the Bidder is qualified to carry out properly the terms of the Contract.

3.8. UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the Drawing and Technical Specifications as provided for in Section 109 thereof.

3.9. CORRECTIONS

Addenda may also be issued to make corrections or modify the Bidding Documents as deemed advisable by the City.

3.10. TIME FOR RECEIVING BIDS

All bids shall be submitted electronically via **Bidnet Direct** (www.bidnetdirect.com)

3.11. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the City of Delray Beach Purchasing Division or approved representative will cause to open and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein, Bidders and other persons properly interested may be present, in person or by representative.

3.12. WITHDRAWAL OF BIDS

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

3.13. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The contract will be awarded to the most responsible, responsive Bidder whose evaluation indicates that the award will serve the highest public interest and be in the best interest of the City. The Bidder to whom the award is made will be notified at the earliest possible date. The City of Delray Beach, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The City of Delray Beach reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

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SECTION IV

GENERAL CONDITIONS

4.1 DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the City and the Contractor, of which these GENERAL CONDITIONS, PARTS I and II form a part.
- b. The term "Contractor" means the person, firm or corporation entering into the Contract with the Homeowner to construct and install the Improvements embraced in this Contract.
- c. The term "Engineer" means the City of Delray Beach's Community Improvement Department, serving the Local Public agency with architectural or engineering services, his successor, or any other person or persons employed by said Local Agency for the purpose of directing or having in charge the work embraced in this Contract, the said engineer acting, directly or having in charge the work embraced in this Contract, the said Engineer acting directly or indirectly through any Assistant Engineer having immediate charge of a portion thereof limited by the particular duties entrusted to him.
- d. The term "Local Government" means the City (town, borough, or political subdivision) within which the Project Area is situated.
- e. The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Quick Quote, Instructions to Bidders, Signed Copy of Bid, General Conditions; Parts I and II, Special Conditions, Technical Specifications and Drawings.
- f. The term "Technical Specifications" means that part of the Contract documents which describes, outlines and stipulates; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- g. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Neighborhood Services Division to prospective Bidders prior to the time of receiving Bids.
- h. The term "Secretary" means the Secretary of Housing and Urban Development, or other persons who may be at the time acting in the capacity or authorized to perform the functions of such secretary, or the authorized representative thereof.

4.2 SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives his/her personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City of Delray Beach, on the work at all times during working hours with full authority to act for him/her. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his/her work.
- b. The Contractor shall lay out his/her work and he/she shall be responsible for all work executed by him/her under the Contract. He/she shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his/her failure to do so.

4.3 SUBCONTRACTORS

- a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he/she has submitted a non-collusion affidavit from the subcontractor in substantially the form as shown elsewhere in these

Contract Documents and has received written approval of such subcontractor from the City of Delray Beach.

- b. No proposed subcontractor shall be disapproved of by the Neighborhood Services Division except for cause.
- c. The contractor shall be as fully responsible to the Neighborhood Services Division for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract.
- e. Nothing contained in the Contract shall create any contractual relations between any subcontractor and the City of Delray Beach.

4.4. OTHER CONTRACTS

The City of Delray Beach may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his/her own work with that to be performed under other Contracts as may be directly by the City of Delray Beach. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

4.5. FITTING AND COORDINATION OF WORK

- a. The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractor or material men engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.
- b. Pre-Construction Conference. At the awarding of the Contract and the issuance of the "Notice to Proceed" order, a pre-construction conference will be held between the Contractor and a representative of the Neighborhood Services Division, and any other persons designated by the City of Delray Beach to have a material interest in the work. The time and place of this conference will be set by the Neighborhood Services Division. The Contractor shall bring with him to this conference a copy of his proposed work progress schedule for the job.
- c. Notice to Proceed. For Contracts bearing a specified number of calendar days to complete, as stated in the bid form, effective date for starting the work shall be so stated in writing by the "Notice to Proceed" issued by the Neighborhood Services Division. The effective date of the beginning of work stipulated in the "Notice to Proceed" shall be set at a date no later than ten (10) calendar days after the date of execution of the Contract Documents, unless otherwise mutually agreed by the Contractor and the Neighborhood Services Division.

4.6. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor. If such other Contractor or subcontractor shall assert any claim against the City of Delray Beach on account of any damage alleged to have been so sustained, the City of Delray Beach will notify this Contractor who shall defend at his own expense any suit based upon such claim and, if any judgment or claims against the City of Delray Beach shall be allowed, the Contractor shall pay or satisfy such judgment or claims and pay all costs and expenses in connection therewith.

4.7. PAYMENTS TO CONTRACTOR

Payments shall be made on a job completion basis after approved final inspection of the work and loan closing except as follows:

Partial payments of up to 75% of the contract amount with a 10% retention of each draw at the listed percentage work completion of the contract to include only that part of the work completed in accordance with the plans and specifications, may be authorized at the discretion of the Neighborhood Services Division Office, where the contract amount for an individual project exceeds \$7,000.

All material and labor used in basing percentage of work completed must be in place and no payment shall be made for stored material. It is agreed that time is of the essence under this Contract, and in the event that the Contractor shall fail in the full performance of the entire work within the specified time limit, said Contractor shall be liable under the Contract for liquidated damages, a sum of Fifty Dollars (\$50.00) per each consecutive day the Contract remains incomplete beyond the said time limit. The Contractor shall be responsible for all motel and furniture storage bills that are incurred by the Owner during relocation when the time limit is exceeded for completion. In the event of such default by the Contractor, The City of Delray Beach's Neighborhood Services Division shall exercise the right to hold back this sum from compensation otherwise paid to the Contractor for the expressed and sole purpose of authorizing the Neighborhood Services Division to transfer this sum to the appropriate Neighborhood Services Account in order to help defray the necessary increased costs expensed under the Program as a result of inexcusable delays caused by the Contractor. Excusable delays are outlined in General Conditions.

4.8. CHANGES IN THE WORK

- a. The Neighborhood Services Division may make changes in the scope of the work required to be performed by the Contractor under the Contract of making the Contract, and without relieving or releasing the Contractor from any of his/her obligations under the Contract or any guarantee given by him pursuant to the Contract provisions. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Neighborhood Services Division authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices), the Neighborhood Services Division may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with the Section entitled Unit Prices, under INSTRUCTIONS TO BIDDERS.
- d. If applicable unit prices are NOT contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%), the Neighborhood Services Division shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
 - (1) If the proposal is acceptable, The Neighborhood Services Division will prepare the change order in accordance therewith for acceptance by the Contractor and

(2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Neighborhood Services Division may order the Contractor to proceed with the work on a cost-plus limited basis. A cost-plus limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

e. Each change order shall include in its final form:

(1) A detailed description of the change in the work,

(2) The Contractor's proposal (if any) or a conformed thereof,

(3) A definite statement as to the resulting change in the contract price and/or time, and

(4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

4.9. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by Drawings or otherwise, involve extra cost or extension of time, he/she shall within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the work, submit his/her protest thereto in writing to the Neighborhood Services Division, stating clearly and in detail the basis of his/her objections. No such claims will be considered unless so made.

b. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and Maps shall at once be reported to the Neighborhood Services Division and work shall not proceed except at the Contractor's risk, until written instructions have been received by him/her from the Neighborhood Services Division.

b. If, on the basis of the available evidence, the Neighborhood Services Division determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall be as provided in Section 108 thereof.

4.10. TERMINATION OF DELAYS

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his/her subcontractors, the Owner, with the approval of the City of Delray Beach's Neighborhood Services Division, may serve written notice upon the Contractor of his/her intention to terminate the contract and said notices will contain the reasons for such intention to terminate the contract. The contract shall, upon the expiration of a ten (10) day period, cease and terminate, unless within said ten (10) day period after serving of notice upon the Contractor, such violation or delay shall cease and satisfactory arrangements for correction be made. In the event of any such termination, the Owner may, for the purpose of completing the work, take over the work by entering into a subsequent contract. In this event, the Contractor shall be liable to the Owner, as represented by the Neighborhood Services Division, for any costs in excess of the contract amount stipulated herein or as amended by subsequent change orders, which are incurred in the completion of the defaulted work. The Contractor agrees to relieve this liability by providing an amount equal to the excess costs incurred. Payment shall be made to the City of Delray Beach for the expressed and sole purpose of depositing this amount in the appropriate Neighborhood Services Account as a reimbursement to the Program.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any excusable delays due to the following:

1. Acts of the Government restricting labor, equipment or materials by reason of national emergency.
2. Acts on the part of the Owner or the Neighborhood Services Division.
3. Causes beyond the control and without the fault or negligence of the Contractor including but not restricted to the following: Acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather. (This does not include stop work orders for code violations.)

It shall be the responsibility of the Contractor to notify the City of Delray Beach's Neighborhood Services Division in writing of any such delay within ten (10) consecutive days. Upon receipt of such notification the Neighborhood Services Division will evaluate the cause and extent of delay. If upon the basis of the facts and the terms of this agreement, the delay is found properly excusable, the City of Delray Beach's Neighborhood Services Division shall extend the time for project completion for a period of time commensurate with the period of the excusable delay. In the event of Contract termination, the provisions of this Contract pertaining to: Conflict of Interest, Governmental Audit; and Record Retention shall remain in full force and effect until such time as the provision regarding record retention has elapsed.

4.11. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Neighborhood Services Division, provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Neighborhood Services Division. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed services rendered materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

4.12. DISPUTES

- a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR-STANDARDS PROVISION under GENERAL CONDITIONS, PART II, whether involving law or fact or both, or extra work and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Neighborhood Services Division for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Neighborhood Services Division of notice thereof.

If the Contractor does not agree with any decision by the Neighborhood Services Division, he shall in no case allow the dispute to delay the work but shall notify the Neighborhood Services Division promptly that he is proceeding with the work under protest and he may then exempt the matter in question from the final release.

4.13. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown in the write-up or shown in the write-up and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between write-up and technical specifications, the write-up shall govern. In case of any discrepancy in write-up or technical specifications, the matter shall be immediately submitted to the Neighborhood Services Division, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

4.14. SHOP DRAWINGS

- a. All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Neighborhood Services Division in duplicate for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking, if necessary. The contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc., until they are approved and no claim, by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.
- b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him/her for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his/her letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- c. If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the City of Delray Beach not involving a change in Contract price or time, the Neighborhood Services Division may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the Contract or for any error in the drawing and shall contain in substance the following:

The modification shown on the attached drawing is approved in the interest of the City of Delray Beach and the Neighborhood Services Division to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the City of Delray Beach under the Contract.

4.15. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Neighborhood Services Division for any additional information not already in his possession which should be furnished by the Neighborhood Services Division under the terms of this Contract and which he/she will be required in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various items and the latest date by which each will be required by the Contractor. The first shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested,

furnish promptly any assistance and information the Neighborhood Services Division may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his/her work or to others arising from his/her failure to comply fully with the provisions of this Section.

4.16. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Neighborhood Services Division shall decide the question of equality.
- b. The Contractor shall furnish to the Neighborhood Services Division for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, as to type, performance characteristics, and all other pertinent information as required and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate the work. (See Section 117 thereof.)
- c. Machinery, mechanical and other equipment, materials, and articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of a specific standard such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Quick Quote, except as limited to type, class or grade or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- e. The awarded Bidder must adhere to **Section 70912 of the Build America, Buy America Act** (the Act) enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for federal programs that permit Federal financial assistance to be used for infrastructure projects. Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the awarded Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the awarded Bidder at the awarded Bidder's expense and the Contract cancelled or (2) the City may require the awarded Bidder to replace the materials at the awarded Bidder's expense.
- f. The City of Delray Beach may require the Contractor to dismiss from the work such employee or employees as the City of Delray Beach or the Neighborhood Services Division may deem incompetent or careless or insubordinate.

4.17. SAMPLES, CERTIFICATES AND TESTS

- a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract documents or required by the Neighborhood Services Division, promptly after award of the Contract. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Neighborhood Services Division. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time.
- b. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate of letter from the Contractor shall state that the sample complies with Contract requirements,

shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Neighborhood Services Division in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

- c. Approval of any materials shall be general only and shall not constitute a waiver of the City of Delray Beach's right to demand full compliance with Contract requirements. After actual deliveries, the Neighborhood Services Division will have such check tests made as it deems necessary in each instance and may reject materials and equipment or accessories which for cause, even though such materials and articles have been given general approval. If materials, equipment, or accessories which fail to meet check tests have been incorporated in the work, the Neighborhood Services Division will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- d. Except as otherwise specifically stated in the Contract, the cost of sampling and testing will be divided as follows:
 - (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Neighborhood Services Division.
 - (2) The Contractor shall assume all costs of retesting materials which fail to meet contract requirements.
 - (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.
 - (4) The City of Delray Beach will pay all other expenses.

4.18. PERMITS AND CODES

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings, Bid Proposal Work Write-up, and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancies to the Neighborhood Services Division. Where the requirements of the Drawings, Bid Proposal Work Write-Up and Technical Specifications fail to comply with such applicable ordinances or codes, the Neighborhood Services Division will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installations is in compliance with the Drawings, Bid Proposal Work Write-Up and Technical Specifications), the Contractor shall remove such work without cost to the City of Delray Beach but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive, if the change had been made before the Contractor commenced work on the items involved.

- b. The Contractor shall at his/her expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street paving, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavements costs, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body of any of its agencies.

4.19 The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus, excavation material, debris, and rubbish on or off the Project Area and commit not trespassing on any public or private property in any operation due to or connected with the improvements embraced in this Contract. CARE OF WORK

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of this fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Delray Beach.
- b. In an emergency affecting the safety of life, limb, or property, including adjoining property, the Contractor, without special instructions or authorization from the City of Delray Beach and/or Neighborhood Services Division, is authorized to act at his/her discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the City of Delray Beach. Any compensation claimed by the Contractor on account of such emergency work will be determined by the local Public Agency as provided in Section 109 thereof.
- c. The Contractor shall avoid damage as a result of his/her operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he/she shall at his/her own expense completely repair any damage there to caused by his/her operations.
- d. The Contractor shall store up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations of other operations connected with the construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City of Delray Beach from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City of Delray Beach may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

4.20. ACCIDENT PREVENTION

- a. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b. The Contractor shall always exercise proper precaution for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the City of Delray Beach may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws.
- c. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City of Delray Beach with reports concerning these matters.

- d. The Contractor shall indemnify and save harmless the City of Delray Beach from any claims for damages, resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

4.21. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the need arises, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

4.22. USE OF PREMISES

- a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Neighborhood Services Division and shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment.
- b. The Contractor shall comply with all reasonable instructions of the City of Delray Beach and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

4.23. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities debris and unused materials provided for the work and put the whole site of the work and public rights-of-way in a neat and clean condition. Trash burning on the site of the work is prohibited.

4.24. INSPECTION

- a. All materials and workmanship shall be subject to inspection examination, or test by the City of Delray Beach at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The City of Delray Beach shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City of Delray Beach may, by Contract or otherwise, have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Neighborhood Services Division.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 117 hereof.) All tests by the City of Delray Beach will be performed in such a manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- c. The Contractor shall notify the Neighborhood Services Division sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Neighborhood Services Division, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the City of Delray Beach.

- d. Should it be considered necessary or advisable by the Neighborhood Services Division at any time before final acceptance of the entire work to make an examination of work already completed by uncovering same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby be granted a suitable extension of time on account of the additional work involved.
- e. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or part will be made at the Project Site.
- f. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City of Delray Beach or its agents shall relieve the Contractor or his/her sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

4.25. REVIEW BY THE CITY OF DELRAY BEACH

The City of Delray Beach, its authorized representatives and agents and the Representative for the Secretary, shall, at all time, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor by the City of Delray Beach through its authorized representatives and agents.

4.26. DEDUCTION FOR UNCORRECTED WORK

If the Neighborhood Services Division deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the City of Delray Beach and subject to settlement, in case of dispute, as herein provided.

4.27. INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the City of Delray Beach, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

- a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or territorial law for all his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the

project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

- b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of the Contract, Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Special Conditions.
- c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his/her subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Special Conditions specified in subparagraph (b) thereof.
- d. Scope of Insurance and Special Hazards: The Insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Special Conditions.
- e. Proof of Carriage of Insurance: The Contractor shall furnish the City of Delray Beach with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Delray Beach."

4.28. PATENTS

The Contractor shall hold and save the City of Delray Beach, its agents, its officers, and employees harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured in the performance of the Contract, including its use by the City of Delray Beach, unless otherwise specifically stipulated in the Technical Specifications.

4.29. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him/her to the City of Delray Beach free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection of any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City of Delray Beach. The provisions of this paragraph shall be inserted in all subcontracts and materials contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

430. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the City of Delray Beach of the public shall constitute an acceptance or relieve the Contractor of liability in respect to any express warranties or responsibility for

faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of twelve (12) months from the date of the final acceptance of the work. The City of Delray Beach will give notice of defective materials and work with reasonable promptness.

3.31. COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., The Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part, as amended from time to time, the Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1251) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will include or cause to be included the provisions of paragraph (1) through (4) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

4.32. EQUAL EMPLOYMENT OPPORTUNITY

Intentionally Omitted

4.33. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

- a. No Members of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- b. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract. The Contractor will include the provisions of paragraphs (a) and (b) in every Subcontract so that such provisions will be binding upon each Subcontract.

4.34. SECTION 3 CLAUSE

- a. The work to be performed under this Contract is on a Project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu, Section 3 requires that to be the greatest extent feasible opportunities for training and employment be given lower income residents of the Project area and Contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the

execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- c. The Contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other Contract or understanding, if any, a notice advising the said labor organization of workers' representative of his/her commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a find that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these requirements.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the Project binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or Contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

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SECTION V SPECIAL CONDITIONS

5.1. PROJECT SITE

The Project Area or Areas consists of the following:

---- See Bid Proposal Work Write-up Sheet ----

5.2. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the City of Delray Beach in the "Notice to Proceed" to the Contractor and shall be fully completed within (60) consecutive calendar days thereafter unless otherwise stated in the bid instructions.

5.3. COMPENSATION, BASIS FOR PAYMENT, AND LIQUIDATED DAMAGES

Payments shall be made on a job completion basis after approved final inspection of the work and loan closing except as follows:

a. Partial payments of up to 75% of the contract amount with a 10% retention of each draw at the listed percentage of work completion of the contract to include only that part of the work completed in accordance with the plans and specifications, may be authorized at the discretion of the Neighborhood Services Office, where the contract amount for an individual project exceeds \$7,000.

b. All materials and labor used in basing percentage of work completed must be in place and no payment shall be made for stored material. It is agreed that time is of the essence under this Contract, and in the event that the Contractor shall fail in the full performance of the entire work within the specified time limit, said Contractor shall be liable under the Contract for liquidated damages, a sum of Fifty Dollars (\$50.00) per each consecutive day the Contract remains incomplete beyond the said time limit. The Contractor shall be responsible for all motel and furniture storage bills that are incurred by the Owner during relocation when the time limit is exceeded for completion. In the event of such default by the Contractor, the City of Delray Beach's Neighborhood Services Division shall exercise the right to hold back this sum from compensation otherwise paid to the Contractor, for the expressed and sole purpose of authorizing the Neighborhood Services Block Grant Account in order to help defray the necessary increased costs expensed under the Program as a result of inexcusable delays caused by the Contractor. Excusable delays are outlined in General Conditions.

5.4. SPECIAL HAZARDS

The Contractor's and his/her subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: NONE

5.5. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY AND PROPERTY DAMAGE INSURANCE

As required under Section 127 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$100,000 for injuries, including accidental death, to any one person, and subject to same limit for each person, in an amount not less than \$300,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$50,000.

The Contractor shall either (1) require each of his/her subcontractors to procure and to maintain during the life of his/her subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his/her subcontractors in his/her own policy.

5.6. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature charges, levies, fee or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

5.7. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the Office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the City of Delray Beach), or if deposited in the United States mail in a sealed, postage-paid envelope, or delivered by fax, in each case address to such office.
- c. All papers required to be delivered to the Neighborhood Services Division shall, unless otherwise specified in writing to the Contractor, be delivered to the Neighborhood Services Division, City of Delray Beach, 100 Northwest 1st Avenue, Delray Beach, Florida 33444, and any notice to demand upon the Neighborhood Services sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or by fax to said Agency at such address, or to such other representatives of the City of Delray Beach may subsequently specified in writing to the Contractor for such purpose.
- d. Any such notice shall be deemed to have been given as the time of actual delivery of (in the case of mailing when the same should have been received in due course of post, or by fax, at the time of actual receipt, as the case may be.)
- e. This section does not apply to decision given pursuant to Section 112 (b) of this Contract.

5.8. JOB OFFICES

- a. The Contractor and subcontractors may maintain adequate facilities on the project area for a job office and storage facility as it is necessary for the proper conduct of the work, but only with prior approval from the City of Delray Beach.
- b. Upon completion of the Improvements, or as directed by the City of Delray Beach, the Contractor shall remove all such temporary structures and facilities from the site, same to become his/her property, and leave the site of the work in the condition required by the Contract.

4.9. PARTIAL USE OF SITE IMPROVEMENTS

The City of Delray Beach, at its election may give notice to the Contractor and place in use these sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided:

- a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

- b. The Contractor shall not be responsible for any damage or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of his/her liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee stipulated in Section 130 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

5.10. CONTRACT DOCUMENTS AND DRAWINGS

The City of Delray Beach will furnish the Contractor without charge as many copies of the Contract Documents, including Technical Specifications and Drawings, as deemed necessary to carry out the provisions of the Contract.

[The remainder of this page is intentionally left blank]

SECTION VI

BID FORMS SUBMITTAL

6.1 FORMS

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

- a. Acknowledgement of Addenda
- b. Bid Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Workplace
- g. Non-Collusion Affidavit
- h. Truth in Negotiation Certificate
- i. Certificate of Non-Segregated Facilities
- j. Contractor's Application and Qualification Sheet
- k. Contractor's Self-Certification
- l. Contractor's Qualification Sheet
- m. Litigation History for the past 3 years
- n. Section 3 Clause
- o. Anti-Kickback Affidavit
- p. Certificate of Eligibility of General Contractor
- q. Certificate of Eligibility of Sub-Contractors
- r. Affidavit Regarding the Use of Coercion for Labor and Services
- s. Certificate of Liability Insurance

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

BID SUBMITTAL SIGNATURE PAGE

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

Please also attach any additional information or documentation requested in this Quick Quote.

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

Firm Name: _____

Street Address: _____

Mailing Address (if different than Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Signature: _____
(Signature of authorized agent)

Print Name: _____

Title: _____

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

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

BID POLICY STATEMENT

1. Bidders must be qualified, prior to the awarding of Bid.
2. Upon acceptance to the program, should a new contractor be low bidder, that new contractor is subject to being awarded only one pilot job. This pilot job will end upon final payment of project. After which the contractor shall be awarded no more than three jobs at one given time, as determined by Neighborhood Services staff.
3. No contractor shall be awarded or have under construction more than three (3) jobs at any one time. Should a contractor have more than three (3) jobs under construction and is the lowest bidder on a new bid, the City will move to the next lowest bidder for award of the bid.
4. All bids received shall fall within a 10% range of our in-house bid. Neighborhood Services Division reserves the right to award any bid not within the 10% range to the next lowest bidder within the 10% range, after consultation with the low bidder.
5. **Should there be any large difference between any line item on the In-house Estimate and the contractor's bid estimate, the contractor and Neighborhood Services Representative shall meet and make necessary adjustments to insure equitable payments.**
6. **The City Manager is hereby authorized to execute rehabilitation assistance grants awarded through the SHIP, CDBG, UDAG, and WFH Programs for active fiscal years 2022-2025 as follows:**
In an amount not to exceed \$85,000 for ownership housing rehabilitation assistance agreements, with up to three projects for each approved contractor for a maximum of \$255,000.

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

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

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

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

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

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

Acknowledged:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

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

Acknowledged by:

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Bidder that has submitted a Bid to perform work for the following:

Quick Quote No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

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

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

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

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20____, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in the certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (excepts where he has obtained identical certification from proposed sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. DATE: __,20

Official Address:

BY: _____

(Title): _____

(Zip Code): _____

SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 8. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Firm Name

Signature / Date

ANTI-KICKBACK AFFIDAVIT

State of Florida }
SS:
County of Palm Beach }
 }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Delray Beach, its elected officials, and the Community Improvement Department or its design consultants, as kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature

Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this day of
20__, by

Notary Public

Personally Known OR Produced Identification
Type of Identification Produced:

Seal

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the _____ of, hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Project Name: _____

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated, and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification of Eligibility of Subcontractors: as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____

Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

CERTIFICATION OF ELIGIBILITY OF SUB-CONTRACTORS

(for use by Subcontractors)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

- (1) By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transition by any Federal department or agency.

Further, I, we, provide the certification set out below:

I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

- (2) Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
- (4) I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Firm Name

Signature

Name and Title {Print or Type}

Date

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

Vendor Name: _____

Vendor FEIN: _____

Vendor's
Authorized
Representativ
e

Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

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

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

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

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

Signature: _____
(Authorized Signature)

Print Name
and Title: _____

Date: _____

**HOUSING REHABILITATION PROGRAM
APPROVED GENERAL CONTRACTOR LIST**

No.	Company Name
1.	CJ Contracting, LLC
2.	LGI Construction
3.	Dan Enterprises Team, LLC
4.	Project Xanadu & Co.
5.	Centerline Services Group
6.	Louminel General Contractor, LLC
7.	Supreme Builders Group LLC

Application, licenses, and references requested from the documents below are not required ONLY if your company appears on the above approved general contractor's list.

This waiver ONLY applies if bidder successfully completed a bid with the City in the last 90 days.

The Certificate of Insurance requirement does not apply to this waiver. Bidder MUST submit a Certificate of Insurance for each bid.

All personal references, State, County and City licensure attachments are to be updated each year. If all documents are not submitted, then your bid may be deemed unresponsive. Please ensure you are providing all forms that are necessary.

CITY OF DELRAY BEACH
NEIGHBORHOOD SERVICES DIVISION
CONTRACTOR APPLICATION AND QUALIFICATION SHEET



(PLEASE PRINT CLEARLY)

I have had experience working with government rehabilitation programs:

New contractor/business
 1 - 3 yrs.
 4 - 10 yrs.

APPLICANT'S INFORMATION

Contractor Name (Last, First, MI) _____

BUSINESS INFORMATION

Business Full Name:		
D/B/A (if applicable)		
Address		Suite. #
City	State	Zip Code
Telephone-home:	Office:	
Fax:	Mobile:	
Email address:		

License No.: _____ No. of years active: _____
Tax I.D. No.: _____ (Attach copies of licensure).

ALL PRINCIPLES IN FIRM

Full Legal Name	Address	Phone Number

LIST LAST THREE REHABILITATION PROJECTS:

Full Legal Name	Address	Type of Work	Amount

LIST ANY OTHER FEDERALLY FUNDED OR LOCAL GOVERNMENT HOUSING PROGRAMS IN WHICH YOU ARE CURRENTLY OR HAVE PREVIOUSLY PARTICIPATED:

LIST BANK REFERENCES:

I am a Section 3 Business
 I am a Minority/Women's Business Entity

LIST THREE PERSONAL REFERENCES

Full Legal Name	Address	Phone Number	Email Address

INSURANCE CARRIER(S): _____ (Attach copy of certificate(s) of insurance).
Per department policy, all contractors are required to have \$1,000,000 insurance coverage for "Each Occurrence" and "General Aggregate". The City of Delray Beach should be named as the Certificate holder).

CERTIFICATION AND WAIVER OF PRIVACY:

The contractor(s) certify that all information in this application, and all information furnished in support of this application, is given for the purpose participating in the Affordable Housing Grant Rehabilitation Programs under the City of Delray Beach, and is true and complete to the best of the contractor(s) knowledge and belief.

The contractor(s) understand that Florida Statute 817 provides that willful false statements or misrepresentation concerning income; asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Statutes 775.082 and 775.083. I/we further understand that any willful misstatement of information will be grounds for disqualification. I/we certify that the application information provided is true and complete to the best of my/our knowledge. I/we consent to the disclosure of information for the purpose of income verification related to making a determination of my/our eligibility for program assistance. I further grant permission, and authorize any bank, employer or other public or private agency to disclose information deemed necessary to complete this application

I/we agree to provide any documentation needed to assist in determining eligibility and are aware that all information and documents provided are a matter of public record. I hereby waive my rights under the privacy and confidentiality provision act, and give my consent to the City of Delray Beach Affordable Housing Program, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employer or other public or private agency to disclose information deemed necessary to complete this application.

DATE

SIGNATURE OF CONTRACTOR

DATE

SIGNATURE OF CONTRACTOR

RETURN TO:

CITY OF DELRAY BEACH NEIGHBORHOOD
SERVICES DIVISION 100 NORTHWEST 1ST
AVENUE DELRAY BEACH, FLORIDA 33444

Office: (561) 243-7280 Fax: (561) 243-7221

Required Vendor Documents: W-9/Vendor List Application (Upon approval, you will have to complete the City's vendor application).



City of Delray Beach

Neighborhood Services Division

CONTRACTOR SELF-CERTIFICATION

FISCAL YEAR 2024-2025

(10/1/24 to 9/30/25)

CONTRACTOR INFORMATION

Name and Address	
------------------------	--

SECTION 3 BUSINESS CONCERN STATUS

The Section 3 Business Concern status of the above-named contractor is:

- The contractor is 51%, or more, owned by an individual or individuals who:
 - reside in public housing, or
 - reside in City of Delray Beach CDBG target area and whose household income, by household size, is at or below the income limits shown on the attached chart.
- At least 30% of the contractor's permanent full-time employees are individuals who within three years of the date of first employment were, or who currently are:
 - residing in public housing, or
 - residing in City of Delray Beach CDBG target area and whose household income, by household size, is at or below the income limits shown on the attached chart.
- The Contractor commits to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet the qualifications set forth in either of the above two paragraphs. The Contractor provides the attached evidence of such commitment.

Note: Contractors who meet one of the above qualifications are regarded as Section 3 Business Concerns for the purpose of this self-certification.

- The Contractor does not meet any of the above qualifications, and the Contractor is not a Section 3 Business Concern.

CONTRACTOR'S SELF-CERTIFICATION

The undersigned Contractor hereby certifies that the Contractor

IS a Section 3 Business Concern
 IS NOT a Section 3 Business Concern.

The Contractor, if certifying to be a Section 3 Business Concern, further certifies that the Contractor shall submit, if requested by the City of Delray Beach Neighborhood Services Division or the U. S. Department of Housing and Urban Development, evidence of the qualifications meeting the Section 3 Business Concern indicated above by the Contractor.

The Contractor also certifies that the Contractor shall comply with the Section 3 requirements regardless of whether the contractor qualifies as a Section 3 Business Concern or not, and understands that non-compliance may result in sanctions, termination of contracts for default, and debarment or suspension from federally funded contracts.

Name of individual or company officer: _____

Signature: _____ Date: _____

Contractor Application Rev. 5/2024



City of Delray Beach

Neighborhood Services Division

**PALM BEACH COUNTY INCOME LIMITS
FOR WEST PALM BEACH
BOCA RATON METROPOLITAN
STATISTICAL AREA AS OF April 1, 2024**

NUMBER OF PERSONS IN HOUSEHOLD	INCOME LIMIT AT 80% OF MEDIAN INCOME
1	\$64,450
2	\$74,800
3	\$84,150
4	\$93,500
5	\$101,000
6	\$108,500
7	\$115,950
8	\$123,950
9	\$130,928
10	\$138,410

Contractor Application Rev. 5/2025



CITY OF DELRAY BEACH

NEIGHBORHOOD SERVICES DIVISION HOUSING REHABILITATION PROGRAM

CONTRACTOR'S QUALIFICATION SHEET

ANNUAL LICENSURE UPDATE

PLEASE COMPLETE AND RETURN WITH ALL REQUIRED DOCUMENTS TO INSURE YOUR CONTINUED
PARTICIPATION AS A HOUSING REHABILITATION CONTRACTOR.

NOTE: ALL LICENSURE WILL NEED TO BE UPDATED AS REQUIRED.

If your company fails to turn in the requested information before this date your company will be required to reapply for participation in the Neighborhood Services Division as an active Contractor. Please contact staff for more information.

Information Unchanged

DATE: _____

COMPANY NAME: _____

CONTACT PERSON: *please print* _____

MAILING ADDRESS: _____

_____ CITY: ____ STATE: ____ ZIP: _____

_____ OFFICE PHONE NO: _____ FAX NO: _____

_____ HOME PHONE NO: _____ MOBILE NO: _____

_____ EMAIL ADDRESS: _____

ANNUAL VERIFICATION OF THE FOLLOWING INFORMATION MUST BE PROVIDED:

- THIS COMPLETED FORM (If applicable)
- COPY OF LICENSURE FROM THE COUNTY & STATE
- COPY OF OCCUPATIONAL LICENSE WITH DELRAY BEACH
- COPY OF CERTIFICATE OF LIABILITY INSURANCE COVERAGE
- UPDATED SECTION 3 FORM (If you haven't filled it out in the last (3) three years)
- COPY OF CURRENT LEAD "RRP" CERTIFICATION

Mail back to: Neighborhood Services Division

100 NW 1st Avenue
Delray Beach, FL 33444

It is the contractors' responsibilities to confirm that all needed documents have arrived at our office before the deadline. If you have any questions, please call the office at (561) 243-7280.

CITY OF DELRAY BEACH

Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: _____

Vendor FEIN: _____

Vendor's

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

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

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

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

Signature: _____

(Authorized Signature)

Print Name and Title: _____

Date: _____

SECTION VII

GENERAL TERMS AND CONDITIONS

7.1 DEFINITIONS

- a. Bid: any offer(s) submitted in response to a Quick Quote.
- b. Bidder: person or firm submitting a Quote in response to a Quick Quote.
- c. Bid Solicitation or Quick Quote: this Solicitation documentation, including any and all addenda.
- d. Bid Submittal Form: describes the goods or services to be purchased and must be completed and submitted with the Bid.
- e. City: shall refer to the City of Delray Beach, Florida.
- f. Contract or Agreement: Quick Quote, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the contract or agreement between the City and the Bidder.
- g. Contractor: awarded Bidder or Bidder who is awarded a contract to provide goods or services to the City.
- h. Quick Quote: formal request for Quotes from qualified Bidders.
- i. Purchasing Division: Purchasing Division of the City of Delray Beach, Florida.
- j. Responsible Bidder: Bidder which has the capability in all respects to perform in full the contract requirements, as stated in the Quick Quote, and the integrity and reliability that will assure good-faith performance.
- k. Responsive Bidder: Bidder whose Bid conforms in all material respects to the terms and conditions included in the Quick Quote.

7.2 CONE OF SILENCE

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

7.3 ADDENDUM

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

7.4 LEGAL REQUIREMENTS

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

7.5 CHANGE OF BID

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

7.6 WITHDRAWAL OF BID

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

7.7 CONFLICTS WITHIN THE BID SOLICITATION

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

7.8 PROMPT PAYMENT TERMS

It is the policy of the City of Delray Beach that payment for all purchases by City departments shall be made in a timely manner. The City will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

7.9 DISCOUNTS (PROMPT PAYMENTS)

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

7.10 PREPARATION OF BIDS

- a. The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b. An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.**
- c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

7.11 CANCELLATION OF BID SOLICITATION

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

7.12 AWARD OF CONTRACT

- a. The contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.
- b. The City reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.
- c. The City reserves the right to negotiate prices **with the responsive and responsible low Bidder**, provided that the scope of work of this Solicitation remains the same.
- d. The Bidder's performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- e. The City will provide a copy of the Bid Tabulation to all Bidders responding to this Solicitation.
- f. The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.
- g. The Purchasing and Contracts Director will decide all tie Bids.

- h. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- i. The City reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the City deems necessary.

7.13 CONTRACT EXTENSION

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

7.14 WARRANTY

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

7.15 ESTIMATED QUANTITIES

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

7.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

7.17 CONTINUATION OF WORK

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

7.18 PROTEST

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

shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

b. The written protest must be received within three business days from the time of the initial posting of the intended award. Notice of Intent to Award shall be posted in BidNet Direct . Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure Purchasing Procedure Manual

[https://www.delraybeachfl.gov/home/showpublisheddocument/12270/638140626086330000.](https://www.delraybeachfl.gov/home/showpublisheddocument/12270/638140626086330000)

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

7.19 LAWS AND REGULATIONS

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

7.20 LICENSES, PERMITS AND FEES

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

7.21 SUBCONTRACTING

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

7.22 ASSIGNMENT

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

7.23 SHIPPING TERMS

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

7.24 RESPONSIBILITIES AS EMPLOYER

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

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

7.25 INDEMNIFICATION

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

7.26 COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any City purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City, stating either that the contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person,

firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

7.27 MODIFICATION OF CONTRACT

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

7.28 TERMINATION FOR CONVENIENCE

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

7.29 TERMINATION FOR DEFAULT

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

7.30 FRAUD AND MISREPRESENTATION

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

7.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the awarded Bidder to submit to an audit by an auditor of the City's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement,

at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the City for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

7.32 OFFICE OF THE INSPECTOR GENERAL

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

7.33 PRE-AWARD INSPECTION

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

7.34 PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

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

7.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the City of Delray Beach any non-permitted use or disclosure;

- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.

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

7.36 ADDITIONAL FEES AND SURCHARGES

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

7.37 COMPLIANCE WITH FEDERAL STANDARDS

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

7.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

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

7.39 BINDING EFFECT

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

7.40 SEVERABILITY

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

7.41 GOVERNING LAW AND VENUE

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

7.42 ATTORNEY'S FEES

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

7.43 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The awarded Bidder further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

7.44 AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS

It is agreed and understood that any City department or agency may access this contract and purchase the goods or services awarded herein. Each City department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.

7.45 CRIMINAL HISTORY BACKGROUND CHECKS

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

7.46 LABOR, MATERIALS, AND EQUIPMENT

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

7.47 MINIMUM WAGE REQUIREMENTS

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

7.48 PACKING SLIP AND DELIVERY TICKET

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

7.49 PURCHASE OF OTHER ITEMS

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

7.50 PUBLIC RECORDS

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

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

7.51 CONFLICTS OF INTEREST

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

7.52 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

7.53 OTHER GOVERNMENTAL AGENCIES

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

7.54 COMPLETION OF WORK AND DELIVERY

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

7.55 FAILURE TO DELIVER OR COMPLETE WORK

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

7.56 CORRECTING DEFECTS

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

7.57 ACCIDENT PREVENTION AND BARRICADES

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

7.58 OMISSIONS IN SPECIFICATIONS

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

7.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

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

7.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

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

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each City department

utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.

7.61 TAXES

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

7.62 BIDDER'S COSTS

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

7.63 SUBSTITUTION OF PERSONNEL

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

7.64 FORCE MAJEURE

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

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

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

7.65 NOTICES

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

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

7.66 POOL CONTRACTS

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

7.67 FISCAL FUNDING OUT

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

7.68 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

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SECTION VIII

SOLICITATION SUMMARY

PURCHASING AND CONTRACT ADMINISTRATION DIVISION

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

SOLICITATION SUMMARY

IMPORTANT NOTICE

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

PROPOSAL INFORMATION

Quote Number: QQ 2025-010

Title: Housing Rehabilitation Program – NCS Division - Quote #22-093

Due Date and Time: **June 4, 2025 @ 2:00 P.M., (LOCAL TIME)**

Name of Proposer: _____

Address: _____

Contact Person: _____

Authorized Signature: _____

Date: _____

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

**THIS SOLICITATION SUMMARY MUST BE SIGNED AND UPLOADED WITH
YOUR SECURE ELECTRONIC PROPOSAL SUBMITTAL THROUGH
www.bidnetdirect.com//cityofdelraybeach**

PART II

GENERAL CONDITIONS

201. FEDERAL LABOR-STANDARDS PROVISION

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