

Solicitation RFP No. 2022-007

Tree Planting Program

Bid Designation: Public



City of Delray Beach

Bid RFP No. 2022-007 Tree Planting Program

Bid Number **RFP No. 2022-007**
 Bid Title **Tree Planting Program**

Bid Start Date **Dec 8, 2021 5:14:49 PM EST**
 Bid End Date **Jan 7, 2022 2:00:00 PM EST**
 Question & Answer End Date **Dec 22, 2021 2:00:00 PM EST**

Bid Contact **Chris Snyder**
Purchasing Agent
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snyderc@mydelraybeach.com

Bid Contact **Ilyse Triestman**
Purchasing Manager
Purchasing
561-243-7351
triestmani@mydelraybeach.com

Contract Duration **1 year**
 Contract Renewal **3 annual renewals**
 Prices Good for **90 days**

Bid Comments **The City of Delray Beach is seeking Proposals from Qualified firms for a citywide tree planting program in accordance with the terms, conditions, and specifications in this request for Proposals.**

Item Response Form

Item **RFP No. 2022-007--01-01 - City Property Tree**

Quantity **750 each**

Unit Price

Delivery Location **City of Delray Beach**
No Location Specified

Qty 750

Description

Trees and all materials (soil, tree protectors, stakes, etc).

Item **RFP No. 2022-007--01-02 - Tree Giveaways**

Quantity **500 each**
Unit Price
Delivery Location **City of Delray Beach**
No Location Specified

Qty 500

Description

Trees and all materials (soil, tree protectors, stakes, etc).

Item **RFP No. 2022-007--01-03 - Private/Partner Trees**
Quantity **750 each**
Unit Price
Delivery Location **City of Delray Beach**
No Location Specified

Qty 750

Description

Trees and all Materials (soil, tree protectors, stakes, etc)

Item **RFP No. 2022-007--01-04 - Labor**
Quantity **1 hour**
Unit Price
Delivery Location **City of Delray Beach**
No Location Specified

Qty 1

Description

Labor to install all trees

Item **RFP No. 2022-007--01-05 - Maintenance**
Quantity **1 hour**
Unit Price
Delivery Location **City of Delray Beach**
No Location Specified

Qty 1

Description

Maintenance to install all trees

Item **RFP No. 2022-007--01-06 - Administration**
Quantity **1 hour**
Unit Price
Delivery Location **City of Delray Beach**
No Location Specified

Qty 1

Description

Administration to install all trees

City of Delray Beach
RFP 2022-007, Tree Planting Program



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

PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS

RFP NO. 2022-007

TITLE: TREE PLANTING PROGRAM

DUE DATE AND TIME: January 7, 2022 AT 2:00 P.M., (LOCAL TIME)

INSTRUCTIONS

Proposals must be received on or before the due date and time (local time). Proposals shall be submitted electronically only, in accordance with the instructions below. All Proposals will be publicly opened at City Hall, unless otherwise specified.

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

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

BROADCAST

The City of Delray Beach utilizes electronic online services for notification and distribution of its solicitation documents. The City's solicitation information can be obtained from: (a) BidSync – www.bidsync.com; (b) Purchasing webpage on the City of Delray Beach [Purchasing Website](#) (c) Request via email purchasing@mydelraybeach.com;

Proposers who obtain solicitations from sources other than those named above are cautioned that the Request for Proposals package may be incomplete. The City will not evaluate incomplete Proposal packages. BidSync is an independent entity and is not an agent or representative of the City.

City of Delray Beach
RFP 2022-007, Tree Planting Program

Communications to independent entities do not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites.

CONTACT

Any questions regarding the specifications and Solicitation process must be submitted in writing through the "Question" feature on www.bidsync.com. Requests for clarification and additional information must be received prior to the deadline for Submission of Questions on December 29, 2021, at 3:00 p.m.

City of Delray Beach
RFP 2022-007, Tree Planting Program



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

**REQUEST FOR PROPOSALS NO. 2022-007
TREE PLANTING PROGRAM**

The City of Delray Beach is seeking Proposals from qualified firms for a citywide tree planting program, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

Request for Proposals documents are available beginning December 8, 2021 on the Purchasing Department webpage of the City of Delray Beach website at: http://www.mydelraybeach.com/business/purchasing_department.php [Purchasing Website](#) or by contacting the City Purchasing Department at purchasing@mydelraybeach.com or by phone at 561-243-7129.

The deadline for submission of Proposals is January 7, 2022 at 2:00 p.m. local time. At that time, the Proposals will be publicly opened, and the names of Proposers read aloud. **Late Proposals will not be accepted and will be returned to the sender.**

The City will hold a Non-Mandatory Pre-Bid Conference on, December 15, 2021, at 434 Swinton Ave, Training Conference Room. Delray Beach, FL 33444, starting promptly at 2:00 p.m. ET.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the Solicitation package. Any questions regarding the completeness or substance of the Solicitation package or scope of services should be submitted through www.bidsync.com.

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

The City of Delray Beach reserves the right to accept or reject any or all Proposals, 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

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TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.	General Information	5
2.	Project Overview	6
3.	Special Terms and Conditions	7
4.	Scope of Services	11
5.	Response Requirements	18
6.	The Evaluation Process	23
7.	Pricing Schedule	27
8.	Proposal Submittals	25
9.	Sample Agreement Format	26
10.	Exhibits	35
11.	General Terms and Conditions	38
12.	Solicitation Summary (MUST BE INCLUDED AS A SIGNED HARD-COPY IN THE PROPOSAL PACKAGE)	51

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**SECTION 1
GENERAL INFORMATION****1.1 A Pre-Proposal Conference will be held**

December 15, 2021 at 2:00 p.m. ET
at
434 S Swinton Ave, Lobby Conference Room. Delray Beach, FL 33444

Attendance is non-mandatory for those intending to submit a Proposal.

If you need a sign language interpreter or materials in accessible format for this event, please contact the Purchasing Department at purchasing@mydelraybeach.com or by phone at 561.243.7161 at least five (5) days in advance of the conference.

1.2 The purpose of the Pre-Proposal Conference is to provide and solicit information relative to the scope, purpose, nature, and extent of the work, and any local conditions that may affect the work and its performance. Submission of a Proposal shall constitute an acknowledgement by the Proposer that it has thoroughly examined and is familiar with the requirements of this solicitation package.

The failure or neglect of a Proposer to examine the solicitation package shall in no way relieve the Proposer of any obligation with respect to its Proposal or the requirements of the contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this solicitation package or the resultant contract.

END OF SECTION 1

SECTION 2 PROJECT OVERVIEW

- 2.1 The City of Delray Beach, Florida, is soliciting Proposals from qualified Proposers for a citywide tree planting program.
- 2.2 The City of Delray Beach has a moderate density tree canopy of 2,395 acres out of a total of 10,465 acres. Residents and elected officials take great pride in the natural and built environments that provide for a high quality of life. Having a diverse and well managed urban forest adds greatly to Delray Beach's distinct character.
- 2.3 The City intends to award a one-year contract with three, one-year renewal options.
- 2.4 The Method of Award for this solicitation will be to the Proposer with the highest ranking or score, whom the City is able to negotiate an acceptable Agreement.
- 2.5 The anticipated schedule for this solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFP	December 8, 2021
b.	Institute Cone of Silence	December 8, 2021
c.	Non-Mandatory Pre-proposal Conference	December 15, 2021 at 2:00 p.m.
d.	Deadline for Delivery of Questions	December 29, 2021
e.	Due Date and Time (for delivery of Proposals)	January 7, 2022 by 2:00 p.m., ET

- 2.6 **MEETING LOCATION**
434 S Swinton Ave, Lobby Conference Room, Delray Beach, FL 33444

END OF SECTION 2

SECTION 3

SPECIAL TERMS AND CONDITIONS

3.1 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit Proposals from qualified firms who can provide a comprehensive citywide tree planting program on city property, parks, and right of ways. In addition, the tree planting program includes outreach to communities and individual property owners, in order to plant trees on properties that are not owned or managed by the City.

The City expects each Proposer to clearly outline its best and most comprehensive resources in its response, because all services and responsibilities identified in this solicitation will be awarded to the selected Proposer.

3.2 ELIGIBILITY

To be eligible to respond to this Request for Proposals and be considered for award, the Proposer must demonstrate to the satisfaction of the City that it or the principals assigned to the project has successfully provided services, similar in scope and complexity, to a municipality, quasi-governmental organization, or a private organization.

3.3 RECORDS, ACCOUNTS, AND STATEMENTS

The successful Proposer shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City, and shall give the City or City's representative access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained at such standards to allow, a certified auditor the ability to properly examine the records in order to certify a statement of the successful Proposer's business with the City.

3.4 GENERAL STANDARDS

The successful Proposer shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The successful Proposer shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

3.5 DEFAULT

- a. In the event the successful Proposer defaults in the performance of the contract, the City shall have the following options:
 - i. The City Manager will give the successful Proposer thirty (30) days' written notice of default. If the problem is not resolved within the thirty (30) days, the City may immediately terminate the contract upon providing written notice of the Proposer's failure to timely cure the default and obtain the services elsewhere.
 - ii. The City may recover at law any and all claims that may be due to the City from the successful Proposer.
 - iii. The City may perform such work as it deems necessary to cure the default or subsequent default and charge the successful Proposer for the

City of Delray Beach
RFP 2022-007, Tree Planting Program

full cost of labor and materials expended, plus thirty percent (30%) of the cost for administrative overhead.

- b. The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition.
- c. The successful Proposer agrees that the City shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the City declares the successful Proposer in default hereunder.

3.6 INSURANCE

The selected Proposer 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 B+ 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 selected Proposer 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 selected Proposer 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 disease, and \$500,000 for aggregate disease.
- 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).

City of Delray Beach
RFP 2022-007, Tree Planting Program

- c. **AUTOMOBILE LIABILITY**
Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.
- d. **PROFESSIONAL LIABILITY**
Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.
- e. **PRODUCTS/COMPLETED PRODUCTS OPERATIONS**
Products/completed products operations with limits of not less than Two Million Dollars (\$2,000,000) annual aggregate.
- f. **COMMERCIAL CRIME**
Commercial Crime Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate
- g. **ENVIRONMENTAL / POLLUTION INSURANCE**
Environmental / pollution insurance of no less than One Million Dollars (\$1,000,000) minimum limit.

The selected Proposer 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 Department located at 100 N.W. 1st Ave., Delray Beach, FL 33444.

3.7 **PERFORMANCE BOND/LETTER OF CREDIT**
NOT APPLICABLE

3.8 **CERTIFICATIONS**

Any Proposer which submits an offer in response to this solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the applicable State or County agency qualifying the Bidder to perform the services described in this solicitation.

The City may at its option, and in its best interest, allow the Proposer to supply any missing information on certification and licensing during the Bid Evaluation period.

3.9 **METHOD OF PAYMENT: MONTHLY INVOICES**

The selected Proposer shall submit an invoice to the City, each month, after the services has been performed and has been received and accepted by the City. The amount charged shall not be in excess of the rates and fees agreed to in the Agreement.

City of Delray Beach
RFP 2022-007, Tree Planting Program

The date of the invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted to the City in advance of the performance 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 service performed, 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.

3.10 OTHER FORMS OR DOCUMENTS

If the City is required by the selected Proposer to complete and execute any other forms 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 requirements of the selected Proposer's forms or documents.

3.11 MODIFICATION OF SERVICES

- a. The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the rates and fees shall be reduced at the same ratio as the estimated costs of the services deleted relates to the estimated costs of the service originally contracted. If service has already been provided on the portion of the work to be deleted, the selected Proposer will be paid for the deleted portion based on the estimated percentage of the completion of such portion.
- b. If the selected Proposer and the City agree on modifications or revisions to the service elements, after the City has approved performance of a particular task or project, and a budget has been established for that task or project, the selected Proposer shall submit a revised budget to the City for approval prior to proceeding with the task or project.

END OF SECTION 3

SECTION 4 SCOPE OF SERVICES

4.1 GENERAL INFORMATION AND BACKGROUND

The Contractor must furnish all labor, materials, equipment, and supervision required to deliver, furnish, and install trees throughout the City for Tree Planting Program. Work includes but is not limited to installing trees, staking/guying, root barriers, planting soil, tree removals/relocations, stump and root removals, mulching, grading, herbicide treatment, watering, fertilizing, weed removal, and grow-in period maintenance (for installed trees).

The planting locations will be developed by the City in consultation with the selected vendor, with consideration of the attached Exhibits A - C. The City anticipates that approximately 2,000 trees per year will be planted under this project, using a combination of tree giveaways to City residents, direct plantings on City property, right of ways, schools, other approved partner sites, and locations within areas of lower-than-average tree canopy.

The selected Proposer must have a Certified Arborist(s) on staff to collaborate with City staff on the best types of trees and placement for specific locations.

The tree species and locations will be determined based on 'Right Tree Right Place' principles (Exhibit B).

Some types of flourishing plant examples are Sea Grape, Cassia, Poinciana, Gumbo Limbo, Green Buttonwood, Sabal Palm, Stoppers, Laurel Oak, and Slash Pine. A more extensive example tree list is provided in Exhibit C.

Some or all work areas may contain existing materials such as, but not limited to, concrete, peat layer, lime rock, and it may even be compacted. This material and any compacted material may interfere with adequate vertical drainage or proper tree survival and growth. Removal of this material, in order to have adequate vertical drainage, is part of the work. Therefore, the subsurface investigations and examinations are necessary in order to determine the extent of removal and excavation required above and beyond the minimum requirements indicated. The contractor will not be entitled to additional compensation for this work.

4.2 BASIC SERVICES

The following is a list of the basic services the City requires the selected Proposer to provide:

LOCATION OF TREE PLANTING

The location of the work will be on City properties, public right of ways, parkways, City parks, medians, and other specified facilities and properties within the City of Delray Beach. See Exhibit A, which displays known City-owned properties that may be considered for tree planting locations. Priority planting areas may also be considered throughout zones which have a lower-than-average tree canopy.

City of Delray Beach
RFP 2022-007, Tree Planting Program

INSTALLATION TIMEFRAME

The Proposer shall install all trees designated for planting within one year from issuance of notice to proceed by the City unless the City grants an extension. The request for an extension must be in writing. The planting will consist of approximately 2,000 trees during the initial term of the contract and 2,000 trees each renewal period. The City reserves the right to increase or decrease the number of any species of trees depending upon need. Planting locations will be determined in coordination with City of Delray Beach staff, and will be developed considering Exhibits A – C, other identified locations, and the upcoming tree inventory data. The Selected Proposer is responsible for obtaining approval for digging. Contact Sunshine 811 before performing any tree installations.

TREE SIZE AND SPECIES

Plantings shall be minimum Florida No. 1 grade, between 2½” and 3” in diameter at breast height, or as approved by Office of Sustainability and Resilience (OSAR) staff or their designee. The selection of tree species should have an emphasis on native species to enhance the natural ecosystem, or other species that are appropriate for the landscape.

EDUCATION

The City is requesting proposer to facilitate an educational series on plantings for residents, volunteer groups/individuals assisting in all planting and tree giveaway programs.

As part of this educational series, the selected Proposer will be required to facilitate tree giveaways and/or voucher programs for a minimum of 1,800 trees during the initial contract term and renewal periods

The selected Proposer may schedule a time and park location to host the giveaway program with prior approval from OSAR and Parks and Recreation Department.

EXCAVATION

Holes for trees shall be dug at the locations developed with OSAR. The minimum hole shall be three (3) times the size of the root ball to promote proper root growth. The minimum diameter and depth of the hole will depend upon the size of the root ball; therefore, each planting excavation should be sized in accordance with recognized horticultural practices.

GRADING

After placement of the newly planted tree, the remaining hole must be filled with suitable material or planting soil. The selected Proposer shall supply its own topsoil (if needed). The topsoil shall be properly leveled and compacted to ensure a minimum of settlement of the backfill material. It is the responsibility of the selected Proposer to provide the final grading so the final level for planting areas conform to surrounding grades and is at the proper elevation with relation to sodded/ grassy areas, paving, drain structures and other site conditions.

City of Delray Beach
RFP 2022-007, Tree Planting Program

SOD INSTALLATION

Sod types will be determined by location; types include but may not be limited to St. Augustine, Bahia, and Floratam. Proposer must water new sod that is installed every other day for (3) three weeks or until sod is rooted.

MISCELLANEOUS

The work also includes necessary activities such as requesting locations of utilities/markers, protection of the public, maintenance of traffic, cleanup, maintenance, and all guarantees. In cases where there is a utility conflict, the selected Proposer shall use all possible means and methods, inclusive of manual work such as hand digging, to perform the work and avoid damage to utilities.

4.3 DATA

For all trees planted in association with this program, data shall be compiled in a computer database that can be edited by City staff to update tree information. Definitions and codes for all data fields making up a single record of a tree or planting site shall be included. Common formats for deliverables are:

Microsoft Excel
Microsoft Access
XML
ESRI GeoDatabase
Google Earth's KML
ESRI Shape File

Collected data shall be delivered to the City in an acceptable format. Upon review of bids, the City may choose to require Contractor to use City supplied web service base maps and aerial photography in the ArcGIS Collector mobile app. For consistency, and future use, data fields in the database must match those from the recent Tree Inventory and may include, but are not limited to:

Trunk diameter (in inches)
Tree Height (in 5' increments)
Tree Spread (in 5' increments)
Overall Condition
Street Address
Site Location
Genus
Species
Scientific Name
Common Name
Estimated Age
General Lifespan for Species
Condition Class
Maintenance Needs
Maintenance Recommendations
Width of the Tree Growing Space
Presence of Utilities
Sidewalk Incompatibility
Soil Characteristics
Valuation
Crown Spread

City of Delray Beach
RFP 2022-007, Tree Planting Program

4.4 WARRANTY

All trees must have a one (1) year warranty from the date of final acceptance of installation. The selected Proposer must provide a written warranty for each planting, which must provide details as to the location of the planting, materials planted, and the effective date of the warranty.

The selected Proposer will be responsible for the replacement of all trees and other plantings under the warranty, which are damaged or die as a result of “Acts of God” including but not limited to: hail, lightning, strong sustained winds, and lethal yellowing.

The selected Proposer will be responsible for periodically inspecting the trees and other plantings under warranty and identifying any replacements that may be required. Where the selected Proposer identifies the need for such replacements, the selected Proposer must notify the City in writing, within seven (7) days of such determination.

4.5 REPLACEMENTS DURING WARRANTY PERIOD

The City will notify the selected Proposer in writing of any trees, planting or other work, which do not appear to be healthy or requires replacement. The selected Proposer must, within seven (7) days notify the Project Manager of the conditions of the tree, planting, or work, state the action that will be taken, and the timeframe in which such action will be taken. At the City’s sole discretion, replacement of trees and other plantings may be required when the City determines that:

- Tree or planting is not in a healthy growing condition and the tree or planting will not meet the minimum quality indicated in the specifications prior to the expiration of the warranty period.
- Not at the “Florida No. 1” quality level at the end of the guarantee period.
- The tree or planting is dead.

4.6 ACCESS TO WATER AND UTILITIES

The selected Proposer is responsible to ascertain the location and accessibility of any utilities and potable water sources necessary to perform the work.

The selected Proposer is responsible for all power for the performance of the work, including the use of a generator. The use of a generator may be subject to the prior approval of the City should the work be in a primarily residential neighborhood.

The selected Proposer is responsible for distribution of water to the areas of planting. If there is no source of potable water available at the job site approved for use, then the selected Proposer will be responsible for bringing in a water truck or tank for hand watering. If during the planting, water availability previously agreed to, is curtailed, the selected Proposer must notify, in writing within 24 hours, the City of the condition and, if the Contractor deems necessary, his or her intent to cease work until water is restored. For trees already installed prior to cut-off of water availability, the selected Proposer will continue to be responsible for providing water as required by specifications.

City of Delray Beach
RFP 2022-007, Tree Planting Program

Selected Proposer must provide the OSAR staff or their designee with a watering schedule for all trees previously planted that are within the required watering period. The watering schedule must be provided on a monthly basis with the selected Proposer invoice.

4.7 STAGING AREA

The selected Proposer is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the work and the selected Proposer will be responsible for all site security and any loss, damage or theft to its equipment and materials. The City at its sole discretion may make a staging site available for use by the selected Proposer. If such a site is made available by the City, the City assumes no responsibility or liability and the selected Proposer will be responsible for any loss, damage or theft to its equipment and materials. The selected Proposer will also be responsible for restoring the site to its pre-existing condition prior to the selected Proposer's use of the site.

4.8 SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE OF PLANTING

Upon written notice from the selected Proposer that the work at a site is complete and ready for inspection, the selected Proposer must notify the City's representative requesting that a substantial completion inspection be performed. The City's representative will make arrangement for the inspection and notify the selected Proposer in writing of the time and date.

Based on the substantial completion inspection, the City will determine, (1) the work meets all the requirements and should be accepted, or (2) work does not meet all the requirements and requires corrective action.

Where the City determines that the work does not meet the requirements of the contract, the City will prepare a list of all corrective work that must be performed for the City to accept the work. The City and the contractor will determine a timeframe for completion of all the corrective work. Upon completion of the list the contractor will request another substantial completion inspection be conducted. Failure of the contractor to complete the list of corrective actions may result in the City finding the contractor in default. The City may, at its sole discretion elect to complete or have completed the list of work by others, should the contractor fail to meet the stipulated timeframe. Should the City elect to take such action any costs incurred by the City will be deducted from any payments due the contractor.

The selected Proposer will be notified in writing of the final acceptance of all work.

4.9 SELECTED PROPOSER'S RESPONSIBILITY

The selected Proposer shall be responsible for ensuring that all its employees comply with the Terms, Conditions and Specifications outlined in this Request for Proposal.

The selected Proposer shall be responsible for obtaining all necessary permits, licenses, and/ or registration cards in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.

City of Delray Beach
RFP 2022-007, Tree Planting Program

4.10 SUPERVISION

The selected Proposer shall demonstrate sufficiently trained and qualified Supervisors capable of providing adequate supervision to provide the services. The City shall not have any responsibility for supervising or managing the selected Proposer's staff.

Each Supervisor, to the satisfaction of the City, shall be capable of verbal and written communication in English and shall be able to adequately communicate with the service workers.

The City may request the selected Proposer to remove any Supervisor if it is determined the individual is not performing the services in accordance with the terms and conditions of the Contract.

4.11 EMPLOYEES

Persons employed by the selected Proposer in the performance of services pursuant to this Proposal shall not be considered employees of the City, shall be independent thereof; and shall have no claim against the City as to pension, workers' compensation, insurance, salary, wages, or other employee rights or privileges granted by operation of law; and shall be 18 years of age or older.

Under no circumstances will any employee of the selected Proposer be permitted to allow minors (under 18 years of age) and/ or anyone who is not an employee of the selected Proposer to enter any non- public area of any City facility at any time for any reason.

4.12 COMPLAINTS

Inspections by the City of Delray Beach will take place throughout the contract period. Complaints shall be documented and forwarded to the selected Proposer for immediate resolution. It is the responsibility of the selected Proposer to resolve all complaints with 24 hours of notification from the City.

4.13 PROTECTION OF PROPERTY

The selected Proposer shall always guard against damage or loss to the property of the City of Delray Beach and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment for services in lieu of reimbursement or replacement for loss or damage to property attributed to negligence of the selected Proposer, its staff or agents.

4.14 SECURITY AND IDENTIFICATION

The selected Proposer shall take all measures necessary to comply with and to ensure that employees comply with the security rules and regulations of the City and all Federal, State and County rules, laws, and regulations.

Employees of the selected Proposer serving hereunder shall not use controlled substances not prescribed for them, or illegal substances on or off the City's premises, and shall not use alcohol on the City's premises or preceding their work shift which would in any way affect the performance of the services.

The selected Proposer shall attest in writing that a background check, to the extent allowed by law, of employment history and references has been conducted on each employee within four (4) weeks of initial employment. The City shall have the right to

City of Delray Beach
RFP 2022-007, Tree Planting Program

request any additional investigative background information, including, but not limited to, the employment record of any personnel assigned to perform the services. The selected Proposer shall furnish, in writing, such information to the extent allowed by law within thirty (30) calendar days after notification from the City's Human Resources Administrator or designee.

The City reserves the right to conduct its own investigations of any employee of the selected Proposer. The selected Proposer shall remove from service on the premises of the City any employee of the selected Proposer who, in the opinion of the City, is not performing the services in a proper manner; or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with the rules and regulations of the City. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the selected Proposer.

4.15 REPAIRS

The selected Proposer shall promptly notify the City of any needed repairs and/or damage to fixtures, building, and appurtenances observed during the performance of the services. Any item of a critical, priority, or emergency nature shall be verbally reported immediately to the City upon discovery, with written notification to follow prior to the end of the work shift.

4.16 OTHER

The selected Proposer's employees shall present a neat, clean, well-groomed appearance and shall conduct themselves in a respectable manner while performing the duties of this contract and while on City property.

1. The selected Proposer's employees shall always wear uniforms while on the job. Name of contractor shall be on shirts. Shirts are always to be worn while working in the City.
2. A safety vest, meeting FDOT standards, shall always be worn when employee is working in roadways or rights-of-way.
3. All vehicles shall be plainly marked with the company name.

END OF SECTION 4

SECTION 5 RESPONSE REQUIREMENTS

5.1 SUBMITTAL REQUIREMENTS

Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. Do not password-protect electronic documents.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

5.2 REQUIRED INFORMATION

In addition to the information required in Section 4, Scope of Services, Proposers must submit the following information with their Proposals:

a. SUBMITTAL FORMAT

To facilitate and expedite review, the City asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Proposal. To assist you in preparing your response, the City's selection procedures are also described herein. Proposers must abide by all requirements set forth to avoid any risk of disqualification.

b. PROPOSALS SHOULD FOLLOW THE FORMAT BELOW:

TAB 1 – INTRODUCTION

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to provide the required services. Also, the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address. The table of contents should follow the cover letter.

TAB 2 – TABLE OF CONTENTS

Include a clear identification of the material included in the Proposal by page number.

TAB 3 – MINIMUM QUALIFICATIONS

Each proposer shall submit information and documentation requested that confirms it meets the following qualification requirement(s):

- A. Must be registered with the States of Florida, Division of corporations to do business in Florida.

No documentation is required. The City will verify registration.

Must be certified by the International Society of Arboriculture (ISA) as an Arborist. The City will verify certification online with the ISA at the following link:
<https://www.treesaregood.org/findanarborist>

Provide a copy of the ISA Certification as an Arborist.

- B. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at:

C. [Florida State Board of Administration, Scrutinized List of Prohibited Companies](#)

Provide an executed copy of the Scrutinized Company Certification form included in this solicitation.

- D. Proposer has no reported conflict of interests in relation to this solicitation.

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 Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that affect.

TAB 4 – FIRM INFORMATION

- A. Legal contracting name including any dba and state of organization or incorporation.
- B. Ownership structure of Proposer's company (e.g., Partnership, Limited Liability Corporation, Corporation).
- C. Provide, in this section, a completed and executed copy of Proposer's W-9 that includes the company federal identification number.
- D. Contact information for Proposer's Corporate headquarters and any offices in Palm Beach and Broward counties to include the following:
Address
City, State, Zip
Phone
- E. Contact information for Proposer's primary and secondary representative during this solicitation process.
Name
Phone
E-mail
Mailing Address
City, State, Zip
- F. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
- G. Provide the names of the persons who are officers or principals of the company.

TAB 5 -APPROACH AND CAPACITY

- i. Provide a narrative of the proposed approach and methodology for engaging with

City of Delray Beach
RFP 2022-007, Tree Planting Program

- City representatives while performing the duties.
- ii. The overall approach to delivering the Scope of Services and any strategies Proposer proposes to implement.
 - iii. Details of implementation plan and schedule.
 - iv. Proposer shall provide a draft plan that would be sufficient for one year of planting (2000 trees). This plan should identify planting sites on properties where the City has an ownership interest, and other areas where tree canopy coverage is below average; and can incorporate activities such as tree giveaways. The draft plan should detail the methodology for identifying planting sites and estimating numbers of trees to be planted on sites.
 - v. Submit an example of outreach materials appropriate for use for tree planting program and tree giveaways.
 - vi. Proposer shall thoroughly explain:
 - a. Submit details of Proposer's staffing resources, at the location that will provide services to the City as well as corporately, by discipline and the number of personnel within each discipline.
 - b. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. If more than one firm is listed for a discipline, then label which firm is the primary firm for that discipline. Firms may perform more than one discipline.
 - c. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the City and indicate their functional relationship to each other.

TAB 6 – PRICE PROPOSAL

Proposers should submit its total pricing for the tree planting program initial term and renewal options.

Provide a breakdown of labor costs, trees, education, outreach, and maintenance to ensure a comprehensive tree planting program in full accordance with the scope of work defined herein.

(The remainder of this page is intentionally left blank)

City of Delray Beach
RFP 2022-007, Tree Planting Program

Fee Proposal

The submitted pricing is intended to establish a basis of negotiation for the initial term of the agreement. All fees for the initial term and subsequent renewal terms are subject to negotiation.

Initial Term					
ITEM	EST. QTY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
City Property Trees	750	Each	Trees and all materials (soil, tree protectors, stakes, etc.)	\$	\$
Tree Giveaways	500	Each	Trees and all materials (soil, tree protectors, stakes, etc.)	\$	\$
Private/Partner Trees	750	Each	Trees and all materials (soil, tree protectors, stakes, etc.)	\$	\$
Labor		Hourly		\$	\$
Maintenance		Hourly		\$	\$
Administration		Hourly		\$	\$
			ESTIMATED TOTAL ANNUAL FEE	\$	\$

Tab 7. Attachments

All Attachment/Forms and Affidavits required by this solicitation shall be fully executed by the Proposer and submitted as shown in Section 8 of this solicitation.

END OF SECTION 5

SECTION 6 THE EVALUATION PROCESS

6.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this solicitation. A responsive Proposal is one that follows the requirements of this solicitation, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

6.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the City affirmatively determines (prior to the award of a contract) has the ability, capability, and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this solicitation.

6.3 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation/Selection Committee that will evaluate and rank Proposals on the criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their maximum scores for a maximum total of **one hundred (100)** points per Evaluation/Selection Committee member.

<u>CRITERIA</u> <u>POINTS</u>	<u>MAX.</u>
a. Experience and Background	40
b. Approach and Capacity	40
c. Fee Proposal	20

6.4 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation/Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Proposers shall be considered a preliminary ranking until after the oral presentations are completed.

City of Delray Beach
RFP 2022-007, Tree Planting Program

6.5 PRICE OFFERS AND EVALUATION

After the evaluation of the technical areas of the Proposal, the City will evaluate the price aspects of the Proposal. The pricing will be evaluated subjectively in combination with the technical areas of the Proposal, including an evaluation of how well it matches the Proposer's understanding of the City's needs described in this solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer. The City reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the City.

6.6 NEGOTIATIONS

If the City and the Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors, is or has been involved within the last three (3) years.

6.7 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the City Manager or designee, and the City Commission for approval, as appropriate. All Proposers will be notified in writing when the City Manager or designee makes an award recommendation. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the City to be in the best interest of the City. Notwithstanding the rights of protest listed herein, the City's decision of whether to make the award and to which Proposer shall be final.

END OF SECTION 6

**SECTION 7
PRICING INFORMATION****7.1 PRICING PROPOSAL**

After the rankings has occurred and an Intent to Award Notice issued, the City will begin negotiation with the top ranked firm. If negotiations fail to produce a contract with the top ranked firm, the City will proceed to the next highest ranked firm and continue using the same process until a contract is reached.

END OF SECTION 7

**SECTION 8
PROPOSAL SUBMITTALS****8.1 FORMS**

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer. Solicitation forms should be submitted via paper if submitting a hard copy proposal, or via web forms available on www.bidsync.com if submitting an electronic proposal. Web forms require Proposers to use their www.bidsync.com password to submit, which serves as a signature from Proposer.

- a. Acknowledgment of Addenda
- b. Proposal 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. Sample Performance Bond Format (if required, will be requested from the Proposer recommended for award)
- j. Sample Payment Bond Format (if required, will be requested from the Proposer recommended for award)
- k. Sample Letter of Credit Format (if required, will be requested from the Proposer recommended for award)

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 _____

City of Delray Beach
RFP 2022-007, Tree Planting Program

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date**PROPOSAL SUBMITTAL SIGNATURE PAGE**

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

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number:

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

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

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

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

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

Acknowledged by:

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 Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes*. Beach in order to perform 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 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1ST AVENUE, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: JOHNSONK@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:

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVITSTATE 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
Proposer that has submitted a Proposal to perform work for the following:

RFP No.: _____ Title: _____

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

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

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

- d. The price or prices quoted in the attached Proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of
the Proposer 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:

TRUTH – IN – NEGOTIATION CERTIFICATE

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

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

(This document must be executed by a Corporate Officer.)

Name: _____

Title: _____

Date: _____

Signature: _____

SECTION 9 SAMPLE AGREEMENT FORMAT

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

AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444, and _____, a corporation (hereafter referred to as "Contractor"), whose address is _____

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Proposals No. 2022-007 and the Contractor's response thereto, all of which are incorporated herein by reference.

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

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Proposals No. 2022-007 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Request for Proposals, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

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

ARTICLE 4. MISCELLANEOUS PROVISIONS

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

- i. As to the City: City of Delray Beach
100 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

- ii. with a copy to: City of Delray Beach
200 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
- iii. As to the Contractor: _____

Attn.: _____
Email: _____

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

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

ARTICLE 5. CONTRACT TERM

The Contract and Agreement shall be effective for _____ (__) years as of the effective date of this Agreement, and shall expire on _____, _____.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

[SEAL]

CITY OF DELRAY BEACH, FLORIDA

By: _____
Shelly Petrolia, City Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney

CONTRACTOR

[SEAL]

By: _____

Printed Name

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____, as _____ (name of officer or agent, title of officer
or agent), of _____ (name of corporation acknowledging), a
_____ (state or place of incorporation) corporation, on behalf of the corporation.
He/She is personally known to me or has produced _____ (type
of identification) as identification

Notary Public – State of _____

SECTION 10 EXHIBITS

- Exhibits A Maps
- Exhibits B Right Tree Right Place - FPL
- Exhibits C Right Tree Right Place Plant List

SECTION 11**GENERAL TERMS AND CONDITIONS****11.1 DEFINITIONS**

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

11.2 CONE OF SILENCE

Pursuant to Section 2-355 of the 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.

11.3 ADDENDUM

The Purchasing Department may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer 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 Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

11.4 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 Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

11.5 CHANGE OF PROPOSAL

Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a

Proposal will be accepted after Proposals have been opened.

space provided on the Proposal submittal forms signature page of the Solicitation.

11.6 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Purchasing Department prior to the due date for Proposals may withdraw a Proposal. A Proposal may also be withdrawn ninety (90) days after the Proposal 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 Proposer.

11.7 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.

11.8 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 selected Proposer upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Florida Statutes, Section 218.74, 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.

11.9 DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the

11.10 PREPARATION OF PROPOSALS

- a. *The Proposal submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers 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 Proposal to be rejected.*
- b. *An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. **Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.***
- c. *The Proposer must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the City. Proposers are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.*
- d. *The Proposer may submit alternate Proposal(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".*
- e. *When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.*
- f. *Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer'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.

11.11 CANCELLATION OF SOLICITATION

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

11.12 AWARD OF CONTRACT

- a. This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this 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 Proposals 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 Proposer's prior performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Proposal received for this Solicitation.*
- d. The City will provide a copy of the ranking and scores to all Proposers responding to this Solicitation.*
- e. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.*
- f. The City reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the City deems necessary.*

11.13 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 successful.

11.14 WARRANTY

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

11.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Proposer'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 selected Proposer. 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 contract.

11.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the selected Proposer 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.

11.17 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 selected Proposer, continue until completion at the same prices, terms, and conditions.

11.18 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 BidSync. 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.

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.

11.19 LAWS AND REGULATIONS

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

11.20 LICENSES, PERMITS AND FEES

The selected Proposer 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 a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.

11.21 SUBCONTRACTING

Unless otherwise specified in this Solicitation, the selected Proposer 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 shall constitute a

material breach of the agreement and may result in termination of the contract for default.

11.22 ASSIGNMENT

The selected Proposer 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.

11.23 SHIPPING TERMS

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

11.24 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the selected Proposer 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 selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The City may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.

It is the selected Proposer'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 selected Proposer.

11.25 INDEMNIFICATION

The selected Proposer 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 selected Proposer or its employees, agents, servants, partners, principals, or subcontractors. The selected Proposer 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 selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Proposer 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.

11.26 COLLUSION

A Proposer recommended for award as the result of a competitive Solicitation for any City purchase 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 proposing in the competitive Solicitation or identifying all related parties; and attesting that the Proposal 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 Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive Solicitation, its Proposal shall be presumed to be collusive and the recommended Proposer 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.

11.27 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.

11.28 TERMINATION FOR CONVENIENCE

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

11.29 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 selected Proposer 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 selected Proposer must cure any such failure to perform or default. If the selected Proposer fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the selected Proposer. The City further reserves the right to suspend or debar the selected Proposer 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 Proposer.

11.30 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.

11.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the selected Proposer to submit to an audit by an auditor of the City's choosing at the selected Proposer's expense. The selected Proposer shall provide access to all of

its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this contract, and upon request, make them available to the City for three (3) years following expiration of the contract. The selected Proposer 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.

11.32 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.

11.33 PRE-AWARD INSPECTION

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

11.34 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation that Proposer considers 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 that would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b)

endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

11.35 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 Proposer 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 selected Proposer 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.

11.36 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.

11.37 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).

11.38 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 60-741.4 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.

11.39 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.

11.40 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.

11.41 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.

11.42 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.

11.43 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 selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer 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 selected Proposer 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 Proposers in connection with this contract.

11.44 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 successful herein. Each City department will issue a separate purchase order to the selected Proposer for the department's specific purchases.

11.45 CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Proposer, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Proposer 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.

11.46 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 selected Proposer.

11.47 MINIMUM WAGE REQUIREMENTS

The selected Proposer shall comply with all minimum 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 employment laws, as may be applicable to this contract.

11.48 PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items delivered 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.

11.49 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 a price quote from the selected Proposer 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 selected Proposer, another contract Proposer, or a non-contract Proposer.

11.50 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 Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer 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 Proposal number clearly marked on the outside. The City will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and 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 selected Proposer(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.

11.51 CONFLICTS OF INTEREST

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Proposers 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 Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the City.

11.52 PUBLIC ENTITY CRIMES

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

11.53 OTHER GOVERNMENTAL AGENCIES

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

11.54 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 selected Proposer, 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 selected Proposer. In these cases, the selected Proposer 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.

11.55 FAILURE TO DELIVER OR COMPLETE WORK

Should the selected Proposer 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 selected Proposer and secure the services of another Proposer to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the selected Proposer 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 selected Proposer, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the City as a

result of having to secure the services of another Proposer.

11.56 CORRECTING DEFECTS

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

11.57 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All selected Proposers 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 selected Proposer. Barricades shall be provided by the selected Proposer when work is performed in areas traversed by persons, or when deemed necessary by the City.

11.58 OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this Solicitation describes 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 Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

11.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The selected Proposer hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the selected Proposer 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 selected Proposer are found to be defective or

do not conform to specifications, (1) the materials may be returned to the selected Proposer at the Proposer's expense and the contract cancelled; or (2) the City may require the selected Proposer to replace the materials at the selected Proposer's expense.

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

11.61 TAXES

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

11.62 PROPOSER'S COSTS

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

11.63 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the selected Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Proposer wishes to substitute personnel, the selected Proposer 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.

11.64 FORCE MAJEURE

The City and the selected Proposer 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 selected Proposer 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.

11.65 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 selected Proposer and the City of Delray Beach.

11.66 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. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.

END OF SECTION 11

**SECTION 12
SOLICITATION SUMMARY**

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

PURCHASING DEPARTMENT**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 Proposal. If subsequent to the opening of Proposals, the City determines that the information contained in the electronic version of your Proposal is different from the information on this Solicitation Summary, the City reserves the right to deem your Proposal NON-RESPONSIVE and remove your Proposal from further evaluation and consideration for contract award.

PROPOSAL INFORMATION

Proposal Number: RFP 2022-007
Title: Tree Planting Program

Due Date and Time: January 7, 2022 at 2:00 P.M., ET

Name of Proposer: _____

Address: _____

Contact Person: _____

Authorized Signature: _____

Date: _____

By signing and submitting this solicitation Summary, 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.

ACKNOWLEDEMENT OF ADDENDA

INSTRUCTIONS COMPLET PART I OR PART II, WHICHEVER APPLIES

PART I

List below that dates of issue for addendum received in connection with this solicitation.

Addendum #1, Dated	<input type="text"/>
Addendum #2, Dated	<input type="text"/>
Addendum #3, Dated	<input type="text"/>
Addendum #4, Dated	<input type="text"/>
Addendum #5, Dated	<input type="text"/>
Addendum #6, Dated	<input type="text"/>
Addendum #7, Dated	<input type="text"/>
Addendum #8, Dated	<input type="text"/>
Addendum #9, Dated	<input type="text"/>
Addendum #10, Dated	<input type="text"/>

PART II

☐ NO ADDENDUM WAS RECEIVE IN CONNECTION WITH THE SOLICATION

Frim Name

Signature

Name and Title

Date

CONFLICT OF INTEREST DISCLOSURE FORM

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

Furthermore, all Bidders/Proposers 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/Proposer's firm or any of its branches.

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

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

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

- ☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid/Proposal.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid/Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title

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:

Firm Name

Signature

Name and Title

Date

NON-COLLUSION AFFIDAVITSTATE 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/Proposer that has submitted a Bid/Proposal to perform work for the following:

Solicitation No.: Title:

- b. He/She is fully informed respecting the preparation and contents of the attached solicitation, and of all pertinent circumstances respecting such solicitation.

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

- c. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder/Proposer, firm, or person to submit a collusive or sham Bid/Proposal in connection with the solicitation and contract for which the attached Bid/Proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Proposer, firm, or person to fix the price or prices in the attached Bid/Proposal or any other Bidder/Proposer, or to fix any overhead, profit, or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Bidder/Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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:

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/Proposal on a contract to provide any goods or services to a public entity; may not submit a Bid/Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids/Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Bidder/sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title

Date

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

Acknowledged:

Firm Name

Signature

Name and Title (Print or Type)

Date

SOLICITATION SUMMARY

IMPORTANT NOTICE

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

BID INFORMATION

Solicitation Number:	<input type="text"/>
Title:	<input type="text"/>
Due Date and Time:	<input type="text"/>
Name of Bidder/Proposer:	<input type="text"/>
Address	<input type="text"/>
Contact Person	<input type="text"/>
Bid/Proposal Amount (if applicable):	<input type="text"/>
Authorized Signature:	<input type="text"/>
Date:	<input type="text"/>

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

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE SEALED PACKAGE CONTAINING YOUR BID/PROPOSAL OR SIGNED AND INCLUDED WITH YOUR SECURE ELECTRONIC BID/PROPOSAL SUBMITTAL THROUGH WWW.BIDSYNC.COM.

BID/PROPOSAL SUBMITTAL

This form is part of your original Bid/Proposal submittal package. Please also attach any additional information or documentation requested in this solicitation. There is no need to include the informational sections of this solicitation in your Bid/Proposal submittal package.

INSTRUCTIONS

Sealed Bids/Proposals must be received on or before the due date and time (local time) via electronic submission at www.bidsync.com, or via hard copy at the City of Delray Beach City Hall Front Lobby Reception Desk, 100 N.W. 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 AM to 5:00 PM, Monday through Friday, except holidays. **All Bids/Proposals will be publicly opened** at City Hall unless otherwise specified.

Each hard copy Bid/Proposal submitted to the City shall have the following information clearly marked on the face of the envelope: Bidder's/Proposer's name, return address, solicitation number, due date for Bids/Proposals, and the title of the solicitation. If the Solicitation Summary is not included in the package, the City may deem the Bid/Proposal non-responsive. Bids/Proposals must contain all information required to be included in the submittal, as described in this Solicitation.

Solicitation No.:

Solicitation Title:

Due Date and Time:

Name of Bidder/Proposer

SUBMITTAL SIGNATURE PAGE

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

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s):

Fax Number(s):

Email Address:

Federal Employer Identification Number:

Prompt Payment Terms: % days' net days

Signature:

(Signature of authorized agent)

Print Name:

Title:

Date:

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

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

TRUTH – IN – NEGOTIATION CERTIFICATE

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

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

Name:

Title:

Date:

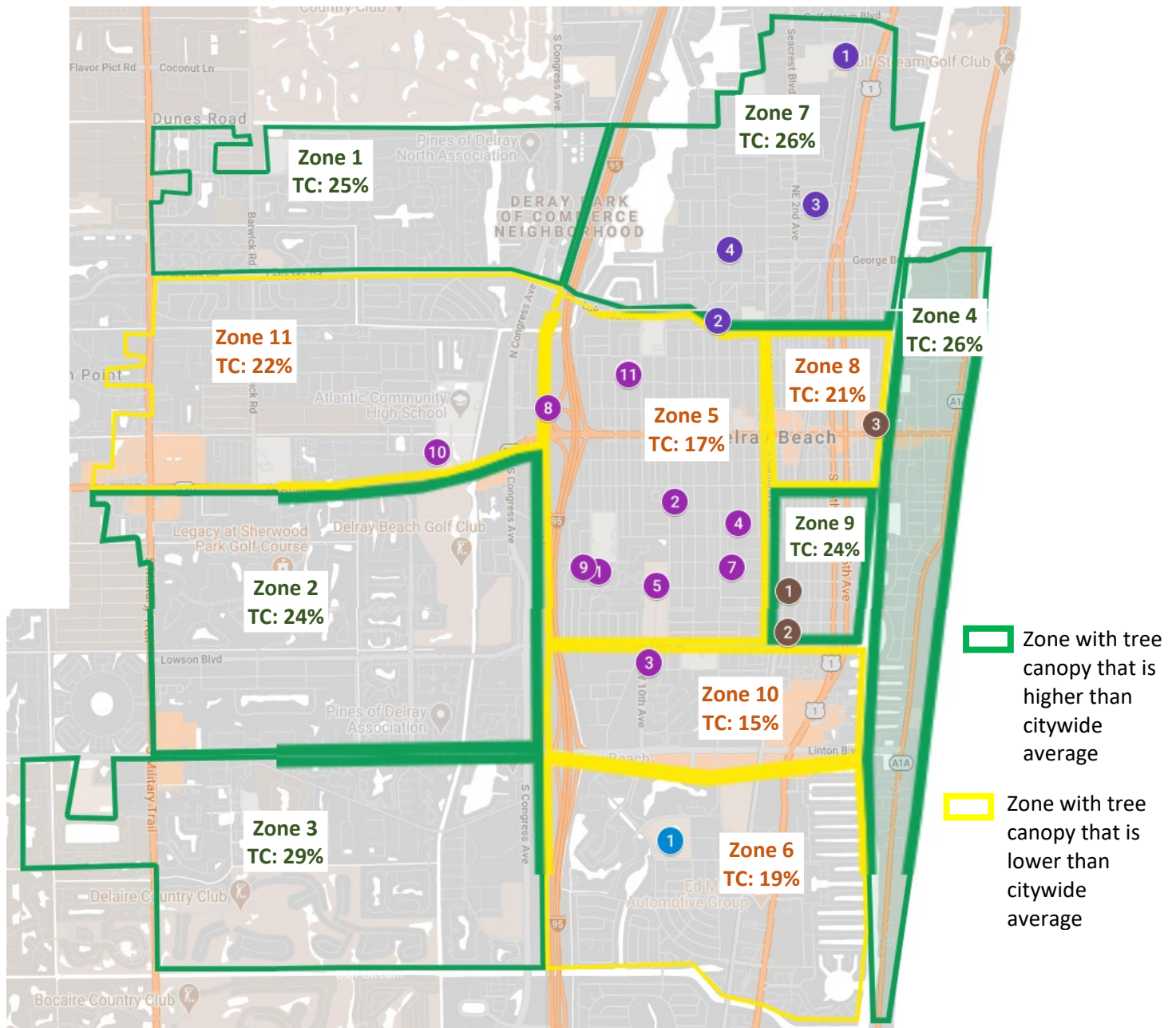
Signature:

Question and Answers for Bid #RFP No. 2022-007 - Tree Planting Program

Overall Bid Questions

There are no questions associated with this bid.

Priority Tree Planting Zones and Locations



*TC = Tree Canopy

** Citywide average TC is 23 percent

Zones and TC were identified as part of the City's 2019 Tree Canopy Assessment

● Priority Area 1: Zones 5, 10 and 11

1. Parcel 12434620560020000
2. Multiple parcels across from Carver Square Park
3. Parcel 12434620180000141
4. Merritt Park
5. Delray Beach Memorial Gardens Municipal Cemetery
6. Pompey Park
7. Delray Water Treatment Plant
8. Parcels 12434618000001440 and 12434618670010020
9. Catherine Strong Splash Park
10. Eagle Park
11. Pompey Park

● Priority Area 2: Zones 8 and 9

1. Little League Ball Field
2. Parcel 12434621010150102
3. Veterans Park

● Priority Area 3: Zone 6

1. Delray Swim & Tennis Center

● Priority Area 5: Zone 7

1. Parcel 12434604000007470
2. Mike Machek Boy Scout Park
3. 13th Street Playground
4. Cornell Park

CITY OWNED PROPERTIES MARCH 2012



1 inch = 800 feet

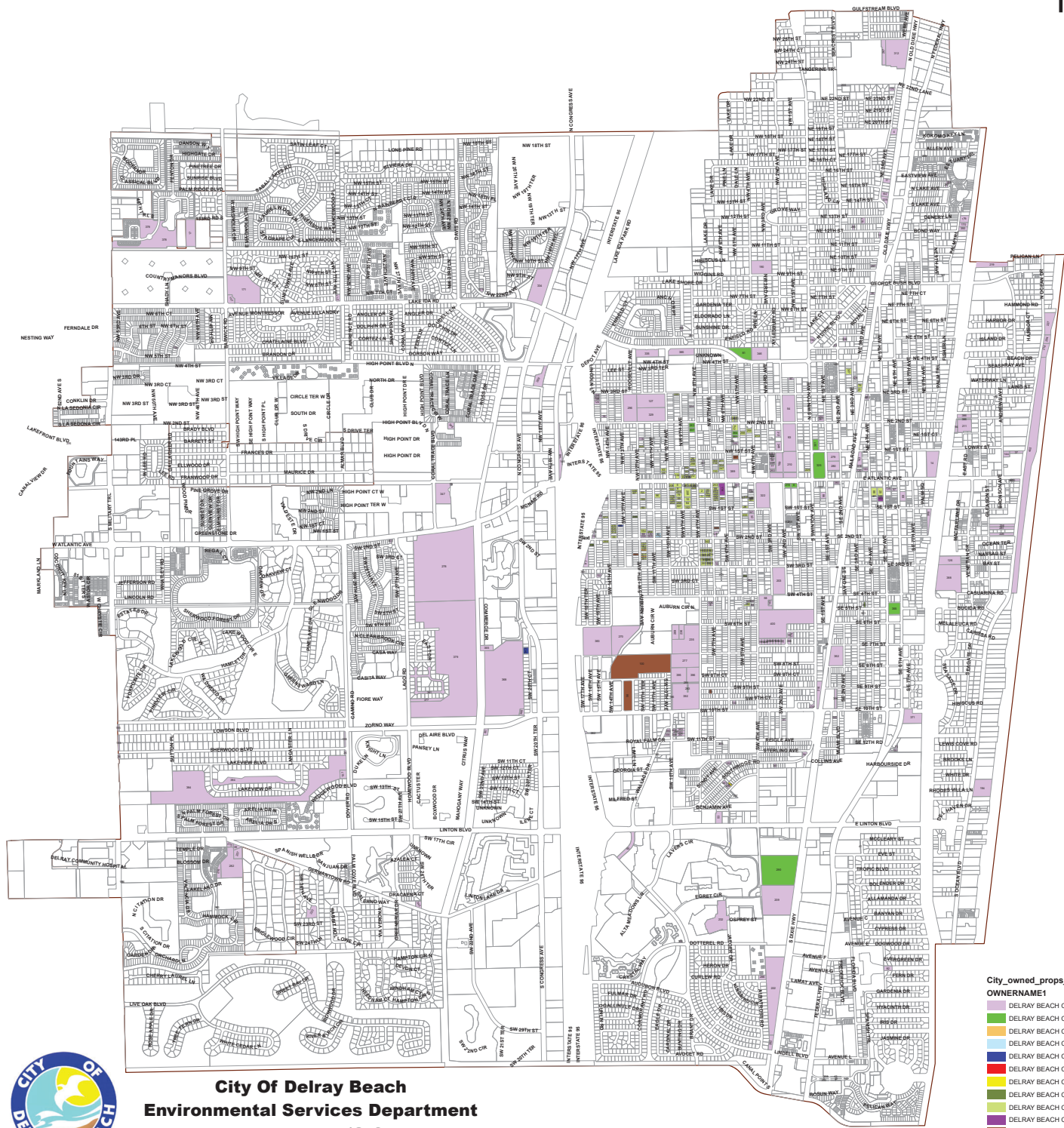
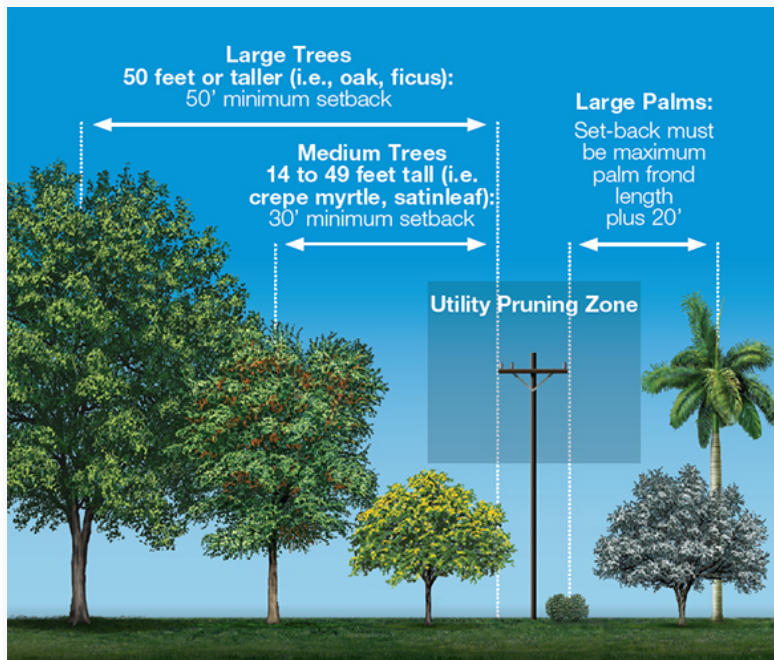


Exhibit B

Right Tree, Right Place – FPL

1. Find the Right Tree – Trees come in all shapes and sizes, and often change dramatically over their lifetimes. Some grow tall, some grow wide and some have extensive root systems. Before selecting your tree, make sure you know how tall, wide and deep it will be at maturity. For lists of recommended trees for your region of Florida, please visit the [University of Florida's "Trees and Power Lines" website](#).

2. Choose the Right Spot – If you're planting trees on your property, look up and note the location of power lines. Before you plant, keep in mind the setback dimensions in our diagram. Think about how your tree will impact existing utility lines as it grows taller, wider and deeper. Keeping trees away from power lines means that, in the event they blow over or tree limbs become loose, they're much less likely to hit a power line and knock out power. This also keeps debris farther away from the lines to speed power restoration efforts.



3. Call Before You Dig – If you'll be performing work in your yard that involves digging, Florida law requires you call 811 before you begin to locate and mark buried power lines and other utilities. Call at least two business days before you begin to avoid unintentionally hitting underground utility lines. This fee service helps keep everyone safe. You can also submit your request online at www.Sunshine811.com.

4. Keep transformers clear – Keep the transformer cabinet (green box often found in front of homes) clear at all times to allow for maintenance and repairs. Maintain a "clear zone" of 8 feet in the front and 3 feet in the back and on both sides.

5. Stay safe around power lines – If you have trees and plants growing near power lines on your property, hire a qualified professional to perform trimming work. Do not take it upon yourself to perform any work near power lines. Whether you're planting a tree, preparing your property for storm season or picking fruit, remember to stay safe and stay far away from power lines at all times.

Always keep yourself and any object you are holding at least 10 feet from main and neighborhood power lines and 30 feet from higher voltage transmission lines. You can be seriously hurt or worse, should you or anything you are touching come into contact with a power line.

Exhibit C

RIGHT TREE RIGHT PLACE PLANT LIST

<u>Common Name</u>	<u>Botanical Name</u>
Small trees, under 20' o.a., for under power poles and within 10' of mast arms	
BOTTLEBRUSH	<i>Callistemon spp.</i>
ORANGE GEIGER	<i>Cordia sebestina*</i>
WHITE GEIGER	<i>Cordia boissieri</i>
PITCH APPLE	<i>Clusia rosea*</i>
JAPANESE BLUEBERRY	<i>Elaeocarpus decipiens</i>
STOPPERS	<i>Eugenia spp.*</i>
JAPANESE FERN	<i>Filicium decipiens</i>
DAHOON HOLLY	<i>Ilex cassine*</i>
CRAPE MYRTLE	<i>Lagerstroemia indica</i>
JAPANESE PRIVET	<i>Ligustrum japonicum</i>
SIMPSON'S STOPPER	<i>Myricanthes fragrans*</i>
WAX MYRTLE	<i>Myrica cerifera*</i>
MADAGASCAR OLIVE	<i>Noronhia emarginata</i>
FRANJIPANI	<i>Plumeria spp.</i>
CASSIA	<i>Senna spp.</i>
TRUMPET	<i>Tabebuia spp.</i>
YELLOW ELDER	<i>Tecoma stans*</i>
Small palms, under 20' o.a., for under power poles and within 10' of mast arms	
PAUROTIS PALM	<i>Acoelorrhaphe wrightii*</i>
ADONIDIA PALM	<i>Adonidia merrilli</i>
CAT PALM	<i>Chamaedorea cataractarum</i>
MEDITERRANEAN FAN PALM	<i>Chamaerops humilis</i>
FLORIDA SILVER PALM	<i>Coccothrinax argentata*</i>
BOTTLE PALM	<i>Hyophorbe lagenicaulis</i>
SPINDLE PALM	<i>Hyophorbe verschaffetii</i>
PIGMY DATE PALM	<i>Phoenix roebeleni</i>
LADY PALM	<i>Rhaphis excelsa</i>
NEEDLE PALM	<i>Rhapidophyllum hystrix*</i>
DWARF PALMETTO	<i>Sabal minor*</i>
SAW PALMETTO	<i>Serenoa repens*</i>
ARIKURY PALM	<i>Syagrus schizophylla</i>
FLORIDA THATCH PALM	<i>Thrinax radiata*</i>
Native plant species*	

Common Name

Botanical Name

Medium trees, under 40' o.a., for beside power poles and within 20' of mast arms

HONG KONG ORCHID	<i>Bauhinia blakeana</i>
VERAWOOD	<i>Bulnesia arborea</i>
GUMBO LIMBO	<i>Bursera simaruba</i> *
SATINLEAF	<i>Chrysophyllum oliviforme</i> *
PIGEON PLUM	<i>Coccoloba diversifolia</i> *
GREEN BUTTONWOOD	<i>Conocarpus erectus</i> *
SILVER BUTTONWOOD	<i>Conocarpus erectus</i> 'Sericieus'*
EAST PALATKA HOLLY	<i>Ilex attenuata</i> 'East Palatka'*
BLACK IRONWOOD	<i>Krugiodendron ferreum</i> *
LANCEWOOD	<i>Ocotea coriacea</i> *

Medium palms, under 40' o.a., for beside power poles and within 20' of mast arms

CARNAUBA PALM	<i>Copernicia spp.</i>
ARECA PALM	<i>Dypsis lutescens</i>
FISHTAIL PALM	<i>Caryota mitis</i>
ALEXANDER PALM	<i>Ptychosperma elegans</i>
SABAL PALM	<i>Sabal palmetto</i> *
MONTGOMERY PALM	<i>Veitchia montgomeryana</i>
FOXTAIL PALM	<i>Wodeytia bifurcata</i>

Native plant species*

RECOMMENDED SINGLE FAMILY PLANT LIST

Common Name

Botanical Name

SHADE TREES: Minimum 12' o.a, 4' straight trunk, 6' c.t., 6'spr.

One (1) tree/2,500 sq. ft. of property (To meet LDR 4.6.16)

LAUREL OAK	<i>Quercus laurifolia</i> *
LIVE OAK	<i>Quercus virginiana</i> *
MAHOGANY	<i>Swietenia mahagoni</i> *
PIGEON PLUM	<i>Coccoloba diversifolia</i> *
GREEN BUTTONWOOD	<i>Conocarpus erectus</i> *
SILVER BUTTONWOOD	<i>Conocarpus erectus</i> 'Sericeus'*
GUMBO LIMBO	<i>Bursera simaruba</i> *
BRAZILIAN BEAUTYLEAF	<i>Callophyllum brasiliense</i>
EAST PALATKA HOLLY	<i>Ilex attenuata</i> 'East Palatka'*
DAHOON HOLLY	<i>Ilex cassine</i> *
MAGNOLIA	<i>Magnolia grandiflora</i> 'Little Gem' or 'DD Blanchard'*
BLACK OLIVE	<i>Bucida buceras</i>
BLACK IRONWOOD	<i>Krugiodendron ferreum</i> *
WAX MYRTLE	<i>Myrica cerifera</i> *
RED MAPLE	<i>Acer rubrum</i> *
STOPPERS	<i>Eugenia spp.</i> *
PARADISE TREE	<i>Simarouba glauca</i> *

*Native tree species

FLOWERING & SMALL TREES: No minimum size, if not to meet LDR required trees

HONG KONG ORCHID	<i>Bauhinia blakeana</i>
VERAWOOD	<i>Bulnesia arborea</i>
BOTTLEBRUSH	<i>Callistemon spp.</i>
SATIN LEAF	<i>Chrysophyllum oliviforme</i> *
ORANGE GEIGER	<i>Cordia sebestina</i> *

FLOWERING & SMALL TREES:

PITCH APPLE

*Clusia rosea**

JAPANESE BLUEBERRY

Elaeocarpus decipiens

JAPANESE FERN

Filicium decipiens

SOUTHERN RED CEDAR

*Juniperus virginiana 'Silicicola'**

CRAPE MYRTLE

Lagerstroemia indica

QUEEN CRAPE MYRTLE

Lagerstroemia speciosa

JAPANESE PRIVET

Ligustrum japonicum

MADAGASCAR OLIVE

Noronhia emarginata

LANCEWOOD

*Ocotea coriacea**

FRANJIPANI

Plumeria

CASSIA

Senna spp.

TRUMPET

Tabebuia spp.

*Native tree species

PALMS: Minimum 12' o.a., 6' c.t.

Three (3) palm trees equal one (1) tree (To meet LDR 4.6.16)

ADONIDIA PALM

Adonidia merrilli

ALEXANDER PALM

Ptychosperma elegans

ARECA PALM

Dypsis lutescens

BOTTLE PALM

Hyophorbe lagenicaulis

CAT PALM

Chamaedorea cataractarum

COCONUT PALM

Cocos nucifera 'Malayan' or 'Maypan'

FISHTAIL PALM

Caryota mitis

FLORIDA SILVER PALM

*Coccothrinax argentata**

FLORIDA THATCH PALM

*Thrinax radiata**

FOXTAIL PALM

Wodeytia bifurcata

MONTGOMERY PALM

Veitchia montgomeryana

PIGMY DATE PALM

Phoenix roebeleni

SABAL PALM

*Sabal palmetto**

SPINDLE PALM

Hyophorbe verschaffetii

WILD DATE PALM

Phoenix sylvestris

*Native palm species

PERIMETER/SITE TREES

<i>Acer rubrum*</i>	Red Maple
<i>Bauhinia blakeana</i>	Hong Kong Orchid
<i>Bulnesia arborea</i>	Verawood
<i>Callistemon spp.</i>	Bottlebrush
<i>Chrysophyllum oliviforme*</i>	Satinleaf
<i>Coccoloba uvifera*</i>	Seagrape
<i>Coccoloba diversifolia *</i>	Pigeon Plum
<i>Cocos nucifera</i>	Coconut Palm
<i>Cordia sebestina*</i>	Orange Geiger
<i>Delonix regia</i>	Royal Poinciana
<i>Elaeocarpus decipiens</i>	Japanese Blueberry
<i>Eugenia foetida*</i>	Spanish Stopper
<i>Filicium decipiens</i>	Japanese Fern
<i>Jacaranda mimosifolia</i>	Jacaranda
<i>Juniperus virginiana 'Silicicola'*</i>	Southern Red Cedar
<i>Krugiodendron ferreum*</i>	Black Ironwood
<i>Koelreuteria elegans</i>	Golden Rain
<i>Lagerstroemia indica</i>	Crape Myrtle
<i>Lagerstroemia speciosa</i>	Queen Crape Myrtle
<i>Ligustrum japonicum</i>	Japanese Privet
<i>Myrcianthes fragrans*</i>	Simpson's Stopper
<i>Myrica cerifera*</i>	Wax Myrtle
<i>Noronhia emarginata</i>	Madagascar Olive

<i>Ocotea coriacea</i> *	Lancewood
<i>Peltophorum spp.</i>	Yellow Poinciana
<i>Phoenix spp.</i>	Date Palm
<i>Pinus elliotti</i> *	Slash Pine
<i>Plumeria</i>	Franjipani
<i>Senna spp.</i>	Cassia
<i>Simarouba glauca</i> *	Paradise Tree
<i>Tabebuia spp.</i>	Trumpet
<i>Taxodium spp.</i> *	Cypress
<i>Tacoma stands</i>	Yellow Elder

*Native tree species

These are the species of trees that may be readily available in the nursery industry but may not quite meet the current City of Delray's standard for Trees, under LDR 4.6.16(H)(2)(d) Landscape Design Standards-Trees: "Shall be a species having an average mature spread of crown greater than twenty (20) feet and having trunks which can be maintained in a clean condition with over six (6) feet of clear mature wood. Tree species shall be a minimum of sixteen (16) feet in overall height at the time of planting, with minimum six (6) feet of single straight trunk with eight (8) feet of clear trunk and a seven (7) foot spread of canopy." Also they may require additional maintenance: for pruning to meet the clear mature wood requirement (interfering with CPTED standards or tree clearance for vehicles); for cleanup due to excessive leaf loss or due to flower, pod, fruit or seed loss. For that reason these tree species may be better utilized in larger turf area and or in perimeter areas, that are away from parking areas.

STREET/PARKING ISLAND TREES

<i>Bucida buceras</i>	Black Olive
<i>Bursera simaruba</i> *	Gumbo Limbo
<i>Calophyllum brasiliense</i>	Brazilian Beautyleaf
<i>Conocarpus erectus</i> *	Green Buttonwood
<i>Conocarpus erectus 'Sericeus'</i> *	Silver Buttonwood
<i>Ilex cassine</i> *	Dahoon Holly
<i>Ilex attenuata 'East Palatka'</i> *	East Palatka Holly
<i>Magnolia grandiflora 'DD Blanchard'</i> *	Magnolia
<i>Magnolia grandiflora 'Little Gem'</i> *	Magnolia
<i>Quercus laurifolia</i> *	Laurel Oak
<i>Quercus virginiana</i> *(In particular 'Highrise' & 'Cathedral')	Live Oak
<i>Roystonea regia</i> *	Royal Palm
<i>Swietenia mahagoni</i> *	Mahogany

*Native tree species

These are the species of trees that are readily available in the nursery industry and can meet the current City of Delray Beach's standard for Trees, under LDR 4.6.16(H)(2)(d) Landscape Design Standards-Trees: "Shall be a species having an average mature spread of crown greater than twenty (20) feet and having trunks which can be maintained in a clean condition with over six (6) feet of clear mature wood. Trees species shall be a minimum of sixteen (16) feet in overall height at the time of planting, with a minimum of six (6) feet of single straight trunk with eight (8) feet of clear trunk and a seven (7) foot spread of canopy."