

Solicitation 2017-049

Miller Park Shade System

Bid Designation: Public



City of Delray Beach

Bid 2017-049

Miller Park Shade System

Bid Number 2017-049

Bid Title Miller Park Shade System

Bid Start Date Mar 13, 2017 11:16:57 AM EDT

Bid End Date Apr 11, 2017 2:30:00 PM EDT

Question & Answer End Date Apr 4, 2017 5:00:00 PM EDT

Bid Contact Ja'Anal Dowdell
Buyer
561-243-7129 ext 1812
dowdell@mydelraybeach.com

Contract Duration One Time Purchase

Contract Renewal Not Applicable

Prices Good for 30 days

Pre-Bid Conference Mar 23, 2017 9:00:00 AM EDT
Attendance is optional
Location: Non-Mandatory Pre-proposal conference
Tuesday March 23, 2017 9:00 a.m. ET
City of Delray Beach
City Hall Building,
1st Floor Conference Room
100 N.W. 1st Avenue, Delray Beach, FL.

Bid Comments 1.The City is seeking bids from qualified firms for design, manufacture, deliver and Install a cantilevered shade system at Miller Park (assuming normal ground conditions and no deep excavation required) per the specifications and requirements of this ITB.

Item Response Form

Item 2017-049-01-01 - Schedule of Pricing

Quantity 1 each

Unit Price

Delivery Location City of Delray Beach
Miller Park
Parks And Recreation
1905 SW 4TH AVENUE
DELRAY BEACH FL 33444
Qty 1

Description
Complete Form 6



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

**Invitation to Bid 2017-049
Miller Park Shade System**

MAYOR	- CARY D. GLICKSTEIN
VICE MAYOR	- JORDANA JARJURA
DEPUTY VICE MAYOR	- MITCH KATZ
COMMISSIONER	- SHELLY PETROLIA
INTERIM CITY MANAGER	- NEAL DE JESUS

Purchasing Department ♦ (561) 243-7161 ♦ purchasing@mydelraybeach.com

**CITY
INVITATION TO BID
2017-049**

CONFIRMATION OF RECEIPT OF BID

Title:	Miller Park Shade System
Bidder Name:	

This **Confirmation of Receipt of Bid** form may be used by Bidders who choose the hard copy (paper) bid submission method for delivery of Bids. Keep this form separate from the bid response. Prior to delivery of the bid response to the City Hall Lobby reception desk, Bidder should fill in the Bidder name in the space provided above. At the time of delivery, present this form to the receptionist who will date and time stamp the form confirming receipt. Bidders should keep this form with their records.

Submission Deadline:

April 11, 2017, 2:30 P.M. ET

Deliver to:

**City of Delray Beach
Purchasing Division
100 N.W. 1st Avenue
Delray Beach, FL 33444**

City of Delray Beach

Confirmation of Receipt (Date/Time Stamp):

CITY OF DELRAY BEACH**ITB No. 2017-049
Miller Park Shade System****Contents**

INVITATION TO BID	2
SECTION 1: TERMS AND CONDITIONS	6
SECTION 2: BID FORMAT	14
SECTION 3 SCOPE OF WORK.....	16
SECTION 4: FORMS FOR BID	18
Bid Submittal Signature Page	19
Public Entity Crimes.....	20
Drug-Free Workplace.....	21
Conflict of Interest Disclosure Form	22
Acknowledgment of Addenda	23
Schedule of Pricing.....	24



**CITY OF DELRAY BEACH
PURCHASING DEPARTMENT
TEL: (561) 243-7161
FAX: (561) 243-7166**

INVITATION TO BID INSTRUCTIONS

ITB NO: 2017-049

TITLE: Miller Park Shade System

ISSUE DATE: March 13, 2017

DEPARTMENT: Parks and Recreation

DUE DATE: April 11, 2017

TIME: 2:30 PM ET

The City of Delray Beach, Florida (City) is soliciting bids for Miller Park Shade System as identified herein. Any Bidder wishing to submit a bid must comply with the requirements contained in this Invitation to Bid (ITB).

A Non-Mandatory Pre-bid conference has been scheduled for Thursday, March 23, 2017 at 9:00 a.m. ET in the City of Delray Beach (City) City Hall Building, 1st Floor Conference Room, 100 N.W. 1st Avenue, Delray Beach, FL. Information regarding the solicitation requirements and the City's solicitation process are provided during the pre-solicitation conference. Interested parties are encouraged to attend.

A site visit of the area and existing equipment will follow the meeting. ***This visit will be the only opportunity provided by the City, for interested firms to inspect the site.*** Transportation for site visit provided by interested firm.

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

- BidSync – www.bidsync.com
- Purchasing Department webpage on the City of Delray Beach [website](#)
- Request via email purchasing@mydelraybeach.com
- Hard copies are available at City Hall

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

1. **REQUIRED INFORMATION:** This ITB contain various sections which require completion. Responses to this ITB (Bids) must be completed and returned prior to the Due Date and Time set for Bid opening or the Bidder will be found non-responsive. It is the sole responsibility of the Bidder to submit the forms and/or attachments as required in this ITB.

2. **CORRESPONDENCE:** The number of this ITB must appear on all correspondence or inquiries pertaining to this ITB.
3. **NOTICE OF PUBLIC DOCUMENTS:** Any and all materials initially or subsequently submitted as part of the solicitation process for this ITB shall become the property of the City and shall be treated as City documents subject to applicable laws for public records.
4. **ADDENDA:** Any interpretations, corrections or changes to this ITB will be made by addenda. Sole issuing authority for all addenda shall be vested in the City Purchasing Department. Addenda will be posted for download and/or made available through the City notification methods shown above.
5. **PREFERRED SUBMISSION METHOD, ELECTRONIC BID:** Submission of bids electronically will be through a secure mailbox at BidSync (www.bidsync.com) until the Due Date and Time as indicated in this ITB. BidSync does not accept electronic bids after the Due Date and Time. It is the sole responsibility of the Bidder to ensure its Bid submission via BidSync is complete prior to the solicitation Due Date and Time. There is no cost to the Bidder to submit a bid to a City via BidSync. Electronic submission of bids will require the uploading of forms and/or attachments as designated in this ITB. The submission of forms and attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate file.
6. **ALTERNATIVE SUBMISSION METHOD, HARD COPY (PAPER) BID:** Paper hard copies of Bidder's bid may be submitted as an alternative method. The bid and all copies must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk located at 100 N.W. 1st Avenue, Delray Beach, Florida, 33444. Bids must be presented in a sealed container.

It is the sole responsibility of the Bidder to utilize the forms provided in this ITB. The Bidder's name, return address, the ITB number, ITB title, Due Date and Time must be noted on the outside of the sealed container. For hard copy submission, included the following in the sealed container:

- One (1) unbound original clearly identifying Bidder and marked "ORIGINAL".
- One (1) bound copy(s) clearly identifying Bidder and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy clearly identifying Bidder. NOTE: Electronic format copy should be submitted on a USB portable flash memory card/drive in Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt the electronic format copy. Electronic format copy must include all required information and be identical to the original.

NOTE: Bid responses submitted via facsimile or email will not be considered.

7. **BID OPENINGS:** Immediately following the Due Date and Time, all bids, including those submitted electronically via BidSync, will be publicly opened at the City of Delray Beach City Hall, 100 N.W. 1st Avenue, Delray Beach, FL or other designated City location as posted.

8. **LATE BIDS:** Bids received after the Due Date and Time will be returned to Bidder and will be considered non-responsive. The City is not responsible for late delivery due to weather conditions, delivery service, internet service outages or any other reasons.
9. **EVALUATION OF BIDS:** The review process will be conducted in two phases. In Phase One, the Chief Purchasing Officer (CPO) or designee shall determine whether each Bidder is responsive and responsible. A responsive Bidder shall mean a Bidder that has submitted a Bid that conforms in all material respects to the requirements in the ITB. Among other things, a Bid may be found non-responsive if the Bidder failed to provide the information requested in the Bid; fails to utilize or complete the required forms; provides incomplete, indefinite, or ambiguous responses; fails to comply with the applicable deadlines; provides improper or undated signatures; or provides information that is false, misleading, or exaggerated. A responsible Bidder means a Bidder meets the minimum qualification requirement(s) of this ITB.

In Phase Two, the Bid Tabulation will be completed for those Bidders that are deemed responsive and responsible.

10. **QUESTIONS:** Each Bidder must examine this ITB, which incorporates all its addenda, appendices, exhibits and attachments. All questions concerning this ITB, such as technical specifications, discrepancies, omissions and exceptions to any term or condition of the ITB documents, should be submitted in writing utilizing the question / answer feature provided by BidSync at www.bidsync.com or submitted directly to purchasing@mydelraybeach.com. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the Solicitation Schedule for this ITB.

The City's response to questions and requests for information will be answered in an addendum. Material changes, if any, to the requirements, scope, specifications, or the solicitation process will be made by written addenda. Addenda will be posted and/or distributed via the City's notification methods including BidSync and the City website.

Submission of a bid will be considered evidence that the Bidder has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required. As applicable, all changes to this ITB provided via addendum will become part of any resulting Agreement.

11. **SCOPE OF SERVICES:** The successful Bidder will design, manufacture, deliver and Install a cantilevered shade system at Miller Park (assuming normal ground conditions and no deep excavation required) that meets the specifications and requirements as stated herein.
12. **CITY'S ACCEPTANCE:** Unless otherwise specified herein, the Bidder will allow a minimum of ninety (90) days from the Due Date and Time for acceptance of its Bid by the City Manager and/or City Commission.
13. **AWARD:** The City reserves the right to waive minor defects, variations to specifications, informalities, irregularities and technicalities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and/or to accept Bids that in its judgment will be for the best interest of the City.

14. SOLICITATION SCHEDULE:

ACTIVITY	DATE
Issue ITB	March 13, 2017
Pre-solicitation Conference	March 23, 2017 9:00 a.m. City Hall Conference Room
Deadline for Delivery of Questions	<date>
Due Date and Time (for delivery of Bids)	April 11, 2017 2:30 P.M., ET
Institute Cone of Silence	April 11, 2017 2:30 P.M., ET
Phase 1 Evaluation Complete	April 14, 2017
Phase 2 Bid Tabulation Complete	April 17, 2017

15. MEETING LOCATIONS:

- **City Hall Conference Room** - located at 100 N.W. 1st Avenue, first floor, Delray Beach, FL.
- **ESD Conference Room and Training Rooms** - located at Environmental Services Department Administration Building located at 434 South Swinton Avenue, Delray Beach, FL.

[Remainder of page intentionally left blank]

SECTION 1: TERMS AND CONDITIONS
Bid 2017-049
Miller Park Shade System

1. SUBMISSION AND RECEIPT OF BIDS:

- A. To receive consideration, Bids must be received prior to the Due Date and time as designated in this ITB.
- B. Unless otherwise specified, Bidders must complete all questions and price blanks on the forms provided in this ITB. Failure to do so may cause the Bid to be rejected. Bidders may attach supplemental information.
- C. Bids having any erasures or corrections must be initialed by Bidder in ink. Bids shall be signed in ink. All prices shall be typewritten or filled in with ink.
- D. All Bids must indicate the Bidder's name and be signed by an officer or other authorized official of having the authority to bind the Bidder by his/her signature.

2. BID PACKAGE: The following forms must be included with each Bid in the format specified in Section 2:

- Form 1. Bidder's Submittal Signature Page
- Form 2. Public Entity Crimes
- Form 3. Drug-Free Workplace
- Form 4. Conflict of Interest
- Form 5. Acknowledgement of Addenda
- Form 6. Schedule of Pricing

3. QUANTITIES OR USAGE: Whenever a bid is solicited seeking a source for a specified time for materials or services with quantities or usage shown; these quantities are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any award resulting from this ITB. These estimated quantities are for Bidders' information only and will be used for tabulation purposes and presentation of Bids for award.

4. PRICING/PERIOD OF AGREEMENT:

- A. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted will be firm for acceptance for a period of ninety **(90) days** from the date of award unless otherwise stated by the City or Bidder.
- B. Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Therefore, Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices quoted.

5. COMPLIANCE WITH SAFETY STANDARDS:

- A. All goods delivered and/or equipment, machinery, tools, and apparatus utilized in the provision of services shall comply with all safety provisions of the Occupational Safety and Health Act (OSHA) and other applicable regulatory agencies.
- B. Whenever services include any type of on-site work or construction the successful Bidder(s) shall remove from the work site at the end of each working day all rubbish and waste debris resulting from its operations. The successful Bidder shall also secure the work site before leaving at the end of each working day.

- 6. SIGNED BID CONSIDERED AN OFFER:** A signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon award by the City Manager and/or City Commission of the City and in case of default on the part of the Bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific non-performance.
- 7. INDEMNITY/HOLD HARMLESS AGREEMENT:** Successful Bidder shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend the City, its offers, agents, servants, and employees from and against and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court cost, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, omission of, Successful Bidder, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceedings is brought against the City by reason of any such claim, cause of action, or demand, Successful Bidder shall, upon notice from the City, resist and defend such lawsuit or proceedings by counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of the Agreement. To the extent considered necessary by the Bidder, Administrator and the City Attorney, any sums due Successful Bidder under this Agreement may be retained by the City until all City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.
- 8. LIMITATIONS ON COMMUNICATIONS -- CONE OF SILENCE:** Bidders are advised that a Cone of Silence will be in effect during this Bid. The Cone of Silence is effective from the Due Date and Time until award is made by the City Manager and/or Commission. The Cone of Silence prohibits any communications, regarding this Bid, between the Bidders or any Person representing the Bidders, and any member of the City Commission, the Commission's staff, any City employee authorized to act on behalf of the City to award the Agreement under this Bid, or any member of the Selection Committee. All correspondence regarding this ITB must be in writing and must be directed to the Chief Purchasing Officer, who is the only Person authorized to receive such documents.

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

- A. 'Cone of Silence' means a prohibition on any communication, except for written correspondence, regarding a particular request for proposals, request for qualification, bid, or any other competitive solicitation between:
- i. Any person or person's representative seeking an award from such competitive solicitations; and
 - ii. Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular Agreement.

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

- 9. LIABILITY, INSURANCE, PERMITS AND LICENSES:** Where the successful Bidder is required to enter or go onto City property to deliver goods, materials, or perform work or services as a result of a Bid award, the successful Bidder will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Local, Palm Beach County and Delray Beach ordinances, orders, codes, laws, rules, regulations, directives, and guidelines. The successful Bidder shall be liable for any damages or loss to Delray Beach occasioned by negligence of the successful Bidder (or agent) or any person the successful Bidder has designated in the completion of the Agreement as a result of the Bid of this Bid.

The successful Bidder shall supply proof of insurance, detailing terms and provisions of coverage, which must be received the Purchasing Department and approved by the City Risk Manager within 10 days of issuance of the Purchase Order.

Successful Bidder shall carry the following minimum types of insurance:

- A. Workers' Compensation: with the statutory limits;

- B. Employers' Liability insurance: with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.
- C. Comprehensive General Liability Insurance: with limits of not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) in the aggregate for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent Bidders, products and/or completed operations for Bidders, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and contractual Exclusions removed.
- D. Motor Vehicle Liability Insurance: covering all vehicles associated with Bidder's operations to include all owned, non-owned and hired vehicles. The coverage will be written on an occurrence basis with limits of liability not less than \$1,000,000.00 combined single limit per each occurrence>.
- E. Professional Liability in an amount One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

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 as an additional insured. The Successful Bidder 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.

- 10. AWARD OF BID:** The City reserves the right to accept any Bid, combination of Bids or bid alternates which, in the City's sole discretion will best serve the City's interest. The City reserves the right to reject any and all Bids, to reject any part of any Bid, to waive any and all informalities and/or irregularities, to negotiate terms with the successful Bidder, and to disregard all non-responsible, non-responsive, unbalanced or conditional Bids.
- 11. DISCREPANCIES:** Discrepancies in the multiplication of units of work and unit prices in Bidder's Bid will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 12. BILLING INSTRUCTIONS:** Invoices must show the purchase order number and shall be submitted electronically to accountspayable@mydelraybeach.com or mailed to City of Delray Beach, ATTN: Accounts Payable, 100 N.W. 1st Avenue, Delray Beach, FL 33444.
- 13. TAXES:** The City is exempt from any sales tax imposed by the State of Florida. The City Sales Tax Exemption Certificate Number is **85-8012621559C-4** and appears on each purchase order
- 14. EXCEPTIONS TO CONDITIONS:** In the event the Bid Scope and Specifications differ from these Terms and Conditions, the Scope and Specifications will prevail.

15. TERMINATION: The City, in its sole discretion, reserves the right to cancel the Agreement by giving written notice to the successful Bidder thirty (30) days prior to the effective date of the cancellation. In the event of such termination, any completed services performed by the successful Bidder under the Agreement shall, at the option of the City, become the City's property and the successful Bidder shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.

16. ANTI-COLLUSION:

- A. Bidder certifies that its Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
- B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from the supplier bid list(s).

17. CONFLICT OF INTEREST:

- A. Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; and
- B. The award is subject to provisions of Florida State Statutes and City Ordinances.

18. CITY POLICIES: Successful Bidder shall comply with the City Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City Human Resources Department. Violations of these policies may result in termination of the Agreement.

19. NON-DISCRIMINATION: The successful Bidder shall not discriminate against employees or applicants for employment because of race, color, national origin, sex, religion, age or disability, marital status, family status, sexual orientation, or gender identity or expression. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all successful Bidder's subcontractors and is the responsibility of the subcontractors to be in compliance.

20. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory supplier list may not submit a Bid to provide goods or services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not award or perform work as a Bidder, supplier, subcontractors, or consultant with any public entity, and may not transact business with any public entity.

21. BID PROTEST: PROTEST OF AWARD / PROTEST BOND: Parties that are not Bidders including, but not limited to, subcontractors, material and labor suppliers, and manufacturers

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

After the Notice of Recommendation to Award is posted, any Bidder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the CPO by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such Bidder to verify the operating hours of City Hall. Notice of Intent to Reject all Bids is subject to the protest procedure.

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

Protest shall be addressed to:

City of Delray Beach
Chief Purchasing Officer
100 N.W. 1st Avenue
Delray Beach, FL 33444

22. PUBLIC RECORDS:

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

Successful Bidder shall comply with public records laws, specifically to:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City 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 Florida Statute or as otherwise provided by law.
- C. 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 Agreement term and following completion of the Agreement if the Successful Bidder does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Successful Bidder or keep and maintain public records required by the City to perform the service. If the Successful Bidder transfers all public

records to the City upon completion of the Agreement, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the Agreement, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- E. If the Successful Bidder does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

23. PUBLIC ENTITY CRIMES INFORMATION STATEMENT: Any person or affiliate who has been placed on the convicted supplier list following a conviction for a public entity crime may not submit a Bid to provide any goods or services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted supplier list.

24. 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 City agreements, transactions, accounts and records. The City has entered into an inter-local agreement for Inspector General Services. This agreement provides for the Inspector General to provide services to the City in accordance with the City functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the City and receiving City funds shall fully cooperate with the Inspector General, including providing access to records relating to any work provided as a result of this ITB. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Bidder, its officers, agents, employees, and lobbyists in order to ensure compliance with specifications and detect corruption and fraud.

Failure to cooperate with the Inspector General, or interference with or impeding any investigation shall be a violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

26. METHOD OF ORDERING: A Purchase Order(s) will be issued for this purchase.

27. ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City encourages Proposers to submit a Proposal or, if requested an alternate proposal, containing items and/or the use of items with recycled content. When submitting a Proposal with recycled content items, Proposer shall provide documentation to the City to support

their claim of the recycled content. The City prefers packaging consisting of materials that are degradable or that are able to be recycled. When specifically stated in the RFP, the City may give preference to proposals containing items and/or the use of items manufactured with recycled material or packaging that is recyclable.

[Remainder of page intentionally left blank]

SECTION 2: BID FORMAT

1. **INFORMATION:** Any process questions in regard to the submission of Bids should be submitted via email to: purchasing@mydelraybeach.com.

2. **MINIMUM QUALIFICATIONS:** Bidder must submit the requested information for verification it meets the following minimum qualification requirements:

- A. Bidder must be registered with the State of Florida. Division of Corporations to do business in Florida.

No documentation is required. The City will verify registration.

- B. Must have been in the business for a minimum of twenty-four (24) months prior to the Due Date and Time.

Provide supporting documentation (e.g. state, county, city business license; occupational license) that confirms Bidder has been in business for a minimum of two years.

- C. Bidder has submitted pricing on the product specified in this ITB or an alternate product as approved via addendum.

No additional documentation is required. The City will verify from Bidder's Form 6, Schedule of Pricing.

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

Disclose the name of any officer, director or agent who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests are present, Bidder must submit a statement to that affect.

3. **BID FORMAT:** Bids must adhere to the following format:

Chapter 1	Letter of Intent Bidder's Statement of Organization W-9, signed and dated
Chapter 2	Form 1, Bid Submittal Signature Page
Chapter 3	Form 2, Public Entity Crimes Form 3, Drug-Free Workplace Form 4, Conflict of Interest
Chapter 4	Form 5, Acknowledgement of Addenda
Chapter 5	Form 6, Schedule of Pricing

- A. **Letter of Intent:** Provide a brief statement of Bidder's understanding of the services to be rendered and/or goods to be provided and a statement of Bidder's commitment to perform according to the requirements stated in this ITB.

Include the contact information for Bidder's primary representative during this ITB process to include name, title, phone number, email address, and mailing address. Letter should be limited to no more than two (2) pages.

- B. **Bidder's Statement of Organization:** Include the following information regarding Bidder:

- i. Full legal name including any dba,
- ii. Address, City, State, Zip
- iii. Telephone number
- iv. Facsimile number
- v. E-mail address
- vi. Website URL address
- vii. Type of organization (e.g. corporation, partnership, LLC)
- viii. Federal Employer Identification Number (FEIN)
- ix. Hours of operation
- x. Years in business
- xi. Address of corporate headquarters
- xii. Address of local office (if any)
- xiii. List of owners and/or partners and managers of the firm and their contact information (addresses and phone numbers)
- xiv. Any additional information that Bidder wishes to supply to augment its Bid.

- C. **W-9:** Include a copy of Bidder's W-9, complete with full company name (as it appears on Bidder's FEIN and Florida Department of State, Division of Corporations registrations) any dba, tax classification, address and employer identification number. W-9 must be signed and dated within the past 12 months.

[Remainder of page intentionally left blank]

SECTION 3 SCOPE OF WORK
ITB 2017-049
Miller Park Shade System

1. **PURPOSE:** The City is seeking bids from qualified firms for design, manufacture, deliver and Install a cantilevered shade system at Miller Park (assuming normal ground conditions and no deep excavation required) per the specifications and requirements of this ITB.

2. **SCOPE:** Contractor shall provide all labor, travel, materials including concrete, permits and equipment to design, manufacturer and install a shade system at City of Delray Beach, Miller Park located at 1999 SW 4th Ave. Delray Beach, Florida 33444

3. **SPECIFICATIONS**

- a. 4 each, 15' x 30' Offset T- cantilevered shade systems, 12' high
- b. Cable fasteners, frames and posts shall be of corrosion resistant materials (e.g., stainless steel, galvanized steel with power coat or galvanized steel with zinc plating)
- c. Shade fabric must screen a minimum of 95% of ultraviolet rays and be treated with fire retardant.
- d. Shade sails and posts must have a minimum of 10 year warranty.
- e. Structure frame, with or without canopy, once installed must be meet the International Building Code requirements for wind speeds.
- f. Shade fabric proposed for the shade must at a minimum meet the following requirements:
 - i. Nominal Thickness: .055
 - ii. Weather Fastness: 4 on gray scale test
 - iii. Tear Resistance: Warp – 210N, Weft 1544N

4. **CONTRACTOR RESPONSIBILITIES**

Contractor shall provide the following:

- a. Engineer-sealed drawings and calculations.
- b. Installation of base and footings for mounting shade posts.
- c. Dirt removal from job site if required for installation.
- d. Work completed within 15 weeks of award of the purchase agreement.

5. **CITY RESPONSIBILITIES**

The City shall provide the following:

Provide access to Contractor to the work site.

Provide water and electric utility connections, if required.

Utility locating services.

Provide a current survey of site for permitting purposes.

Any required soil borings, testing and spot surveys required to obtain permitting.

BID SUBMITTAL CHECKLIST

A responsive Bidder means a Bidder that has submitted a bid that conforms in all material respects to the requirements in this ITB. The CPO or designee will determine whether each Bidder correctly submitted all of the necessary forms and documents. The purpose of this checklist is to assist Bidders in completing their Bids and submitting the required forms and information. **Do not include checklist with your Bid submittal.**

- ☐ Letter of Intent
- ☐ Bid Submittal Signature Page
- ☐ Bidder's Statement of Organization
- ☐ Public Entity Crimes Form
- ☐ Drug Free Workplace Form
- ☐ Conflict of Interest Form
- ☐ Acknowledgement of Addenda Form
- ☐ Schedule of Pricing Form

SECTION 4: FORMS FOR BID

Each Bidder must complete and submit the forms included in this Section 4.

- Form 1. Bidder's Submittal Signature Page
- Form 2. Public Entity Crimes
- Form 3. Drug-Free Workplace
- Form 4. Conflict of Interest
- Form 5. Acknowledgement of Addenda
- Form 6. Schedule of Pricing

Form 1
Bid Submittal Signature Page

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

Firm Name: _____

Street Address: _____

Mailing Address (if different from Street Address): _____

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Identification Number: _____

Signature _____ Date _____

Printed Name and Title _____

By signing this document, the Bidder agrees to all terms and conditions of the ITB and the resulting agreement.

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

Form 2
Public Entity Crimes

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Bidders list following a conviction for a public entity crime may not submit a Bid on a Bidder to provide any goods or services to a public entity; may not submit a Bid on a Bidder with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases or real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a Bidder 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 Bidders list.

Acknowledged by:

Firm Name (print)

Signature

Date

Printed Name and Title

Form 3
Drug-Free Workplace

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

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

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

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

Firm Name (print)

Signature

Date

Printed Name and Title

Form 4
Conflict of Interest Disclosure Form

The award of this ITB is subject to the provisions of Chapter 112, Florida Statutes and Palm Beach County Ordinance Section 2-443. All Bidders must disclose: the name of any officer, director, or agent who is also an employee or relative of an employee of the City.

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

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

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.

Select the statement below which applies to Bidder and, if applicable attach supporting information:

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

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

Acknowledged by:

Firm Name (print)

Signature

Date

Printed Name and Title

Disclose the name of any officer, director or agent of Bidder who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests exist enter N/A.

Form 5**Acknowledgment of Addenda**

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

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF AGENT	TITLE OF AGENT	SIGNATURE OF AGENT

Bidder (firm name)

Signature Date

Printed Name and Title

Form 6
Schedule of Pricing
Bid 2016-049
Miller Park Shade System

- A. PRICE:** Bidder must submit pricing per the requirements and specification detailed in this ITB.
- B. ALTERNATE PRODUCTS:** Alternate products of equal specifications will be considered. In order for an alternate product to be considered, a request must be made by Bidder prior to the Deadline for Delivery of Questions. Bidder may be required and must submit information and documentation supporting their claim that the purported alternate is equal to the product specified in this ITB with its request for consideration. The City in its sole discretion will determine if the alternate product meets the requirements of this ITB. If an alternative is approved by the City, an addendum will be issued acknowledging the approved alternate product and allowing Bids to be submitted with the alternate product.

<i>ITEM</i>	<i>QTY</i>	<i>UOM</i>	<i>DESCRIPTION</i>	<i>UNIT PRICE</i>	<i>EXTENDED PRICE</i>
1				\$ _____	\$ _____
2				\$ _____	\$ _____
3				\$ _____	\$ _____
4				\$ _____	\$ _____
TOTAL BID PRICE					\$ _____

C. MANUFACTURER

<i>MANUFACTURER</i>	<i>MODEL</i>
_____	_____

C. SUPPORTING DOCUMENTATION:

Submit the following supporting documentation with your Schedule of Pricing:

- D. JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT:** Will extend same price, terms, and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies?

☐ Yes

☐ No

D. BID INFORMATION WAS OBTAINED FROM:

☐ BidSync ☐ Newspaper Ad ☐ City Hall ☐ City Website

☐ Other (specify) _____

Question and Answers for Bid #2017-049 - Miller Park Shade System

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Apr 4, 2017 5:00:00 PM EDT