



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

**Invitation to Bid No. 2017- 022
Contract for Roof Maintenance
and Repairs (910-66)**

MAYOR	- CARY D. GLICKSTEIN
VICE MAYOR	- JORDANA JARJURA
DEPUTY VICE MAYOR	- MITCH KATZ
COMMISSIONER	- SHELLY PETROLIA
CITY MANAGER	- DONALD B. COOPER

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

**CITY
ITB No. 2017-022
CONFIRMATION OF RECEIPT OF BID**

Title:	Contract for Roof Maintenance and Repairs
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 before the Due Date and Time. Bidders should keep this form with their records.

Submission Deadline: January 18, 2017 at 2:00 P.M. ET

Submissions Accepted Via: BidSync, Delivery Service, or in Person

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

Comments: A facsimile copy will not be accepted as a sealed Bid.

**City of Delray Beach
Confirmation of Receipt (Date/Time Stamp):**

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CITY OF DELRAY BEACH

ITB No. 2017-022
Contract for Roof Maintenance and Repairs

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CITY OF DELRAY BEACH
PURCHASING DEPARTMENT
TEL: (561) 243-7161
purchasing@mydelraybeach.com

INVITATION TO BID INSTRUCTIONS

ITB NO: 2017-022

TITLE: Contract for Roof Maintenance and Repairs

ISSUE DATE: December 8, 2016

DEPARTMENT: Environmental Services
Department

DUE DATE: January 18, 2017

TIME: 2:00 P.M., ET

The City of Delray Beach, Florida is soliciting proposals for the provision of roof maintenance and repairs as identified in the Specifications and Scope of Services herein. The scope of this project is for labor, equipment, materials, and other operations to maintain, repair or install roofs of City facilities located throughout the City of Delray Beach (City). Bidders must meet the minimum qualification requirements contained in this Invitation to Bid Construction (ITB). **Pre-qualification prior to submitting a Bid is not required.**

A **Non-Mandatory Pre-bid** conference has been scheduled for December 15, 2016 at 10:00 a.m. ET at City Hall Conference Room, located at 100 N.W. 1st Avenue, Delray Beach, FL, 33444. Interested contractors and sub-contractors are invited to attend the pre-bid conference to obtain additional information and clarification of the City's requirements prior to the Due Date and Time for submission of Bids.

1. **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.

2. **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 Proposal 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.

3. **CORRESPONDENCE:** The number of this ITB must appear on all correspondence, or inquiries, pertaining to this ITB.
4. **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.
5. **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.
6. **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.
7. **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".
- Two (2) 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.

8. **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.

9. **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.
10. **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.

11. **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.

12. **SCOPE OF SERVICES:** The Successful Bidder will provide on-going roof maintenance and repair services that meet the specifications and requirements as stated herein.
13. **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.
14. **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.

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15. SOLICITATION SCHEDULE:

ACTIVITY	DATE
Issue ITB	December 8, 2016
Non Mandatory Pre-Bid Conference, City Hall Conference Room	December 15, 2016 at 10:00 a.m. ET
Deadline for Delivery of Questions	December 20, 2016
Due Date and Time (for delivery of Bids)	January 18, 2017 by 2:00 p.m., ET
Institute Cone of Silence	January 18, 2017 at 2:00 p.m., ET
Phase 1 Evaluation Complete	January 30, 2017
Phase 2 Bid Tabulation Complete	January 31, 2017

MEETING LOCATIONS:

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

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SECTION 1: TERMS AND CONDITIONS

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 in the spaces 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 be signed with the Bidder's name and by an officer or employee 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
- Form 7. Genuine Bid
- Form 8. Bid Guaranty
- Form 9. Cone of Silence
- Form 10. Non-Collusion Affidavit
- Form 11. Other Required Information
- Form 12. Questionnaire

3. QUANTITIES OR USAGE: Whenever a bid is solicited seeking a source for a specified time for materials or services with quantities, projected spend or usages shown; these amounts 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 resulting Agreement(s). These estimated amounts are for Bidders' information only and may be used for tabulation purposes and presentation of Bids for award.

4. PRICING:

- 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 Due Date 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. AGREEMENT TERM:

The term of the Agreement shall be for two years with three, one-year options to renew.

6. COMPLIANCE WITH SAFETY STANDARDS:

- A. All equipment, machinery, electrical appliances, cords 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 a bid is sought and services secured for any type of on-site construction the Bidder(s) that is awarded the Agreement(s) (Successful Bidder) 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.

7. SIGNED BID CONSIDERED AN OFFER: This signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval 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 performance.

8. 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.

9. 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, and 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.

10. 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, and must be received and approved by the City Risk Manager within 10 days of final execution of the Agreement.

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: with coverage for 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.

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 an A.M. Best rating of A- VIII or better. All insurance policies shall name the City of Delray Beach as an additional insured. The Successful Bidder agrees to notify the City within five business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Department.

The coverages and minimum limits of insurance required by the Agreement are based on circumstances in effect at the inception of the Agreement. If, in the opinion of the City, circumstances merit a change in such coverages or minimum limits of insurance required by the Successful Bidder, the City may change the coverages and minimum limits of insurance required, and the Successful Bidder will, within 60 days of receipt of written notice of a change in the coverages and minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the Agreement.

- 11. AWARD OF BID:** The City reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of work and unit prices 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 and/or Federal Government. State Sales Tax Exemption Certificate No. **85-8012621559C-4** appears on each purchase order.
- 14. EXCEPTIONS TO CONDITIONS:** In the event Bid Specifications differ from the Terms and Conditions; the Bid Specifications will prevail.
- 15. TERMINATION:** The City reserves the right, in its best interest as determined by the City, to cancel the Agreement by giving written notice to the Successful Bidder thirty days prior to the effective date of such 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 City 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 Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are equitably treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all of Bidder's subcontractors and it is the responsibility of Bidder's 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 be awarded or perform work as a Bidder, supplier, subcontractors, or consultant under any Agreement with any public entity, and may not transact business with any public entity.
- 21. BID PROTEST:** Parties that are not actual Bidders including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

After the notice of intent to award and agreement is posted, any actual Bidder 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 protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check. Ord.No.29-13, Section 36.04.

Protest shall be addressed to:
City of Delray Beach
Chief Purchasing Officer
100 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 PUBLICRECORDSREQUEST@MYDELRAYBEACH.COM.

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

- i. Keep and maintain public records required by the City to perform the service.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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 under an Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in State Statute 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 Office of Inspector General, including providing access to records relating to the Agreement. The Office of 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 Agreement specifications and detect corruption and fraud.

Failure to cooperate with the Office of 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 task orders pursuant to the Agreement.

[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 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 twenty-four months.

- C. Bidder must have completed at minimum of five commercial building roof maintenance and repairs projects in the past twenty-four months that included two or more of the following components: concrete tile roofs, asphalt shingle roofs, flat membrane roofs, metal roofs, roof leak repairs, broken tiles, damaged fascia, gutters, steep slopes (greater than 4.12 pitch), cold process, caulking, sealants, and multiple story buildings.

Provide the following information for each of the five qualifying commercial building roof maintenance and repair projects. Each project must have included two of more of the following components: concrete tile roofs, asphalt shingle roofs, flat membrane roofs, metal roofs, roof leak repairs, broken tiles, damaged fascia, gutters, steep slopes (greater than 4.12 pitch), cold process, caulking, sealants, and multiple story buildings.

- i. Name of project owner
 - ii. Contact name
 - iii. Contact email
 - iv. Location / address of project
 - v. Dates of project (start/end)
 - vi. Brief description of project to include which of the above referenced components were included
- D. Bidder has submitted pricing on all the services specified on Form 6, Schedule of Pricing, in this ITB or as modified via addendum.

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

- E. Bidder must hold valid Florida State Contractor's license or a current certificate of competency issued by Palm Beach County Examining Board having jurisdiction over licensing of Contractors in roofing.

Submit a copy of Bidder's Florida State Contractor's license or a current Certificate of Competency issued by Palm Beach County Examining Board.

- F. 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 Form 1, Bid Submittal Signature Page
Chapter 2	Form 11, Bidder Information Form 12, Questionnaire Evidence of Insurance, Professional Licenses, and Certificates W-9
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 7, Genuine Bid Form 8, Bid Guaranty Form 9, Cone of Silence Form 10, Non-Collusion Affidavit Form 12, Questionnaire
Chapter 6	Form 6, Schedule of Pricing

- A. **Letter of Intent:** Letter should be limited to no more than two pages. Provide a brief statement of Bidder's understanding of the scope of work 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 and secondary representative during this ITB process to include the following:

- i. Name
- ii. Title
- iii. Phone number
- iv. Email address
- v. Mailing address

- B. **Evidence of Insurance, Professional Licenses, and Certificates:** Certificate of Insurance showing current coverage, forms, and limits. Submit a copy of all licenses, certificates, and/or registrations not previously requested in the Section 2, Item 2, Minimum Qualifications, that are required to perform the Scope of Work that Bidder, its staff, and its proposed subcontractors possess.
- 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 by an authorized official of Bidder and dated within the past twelve months.

SECTION 3: SCOPE OF WORK

1. **SCOPE:** The Successful Bidder will provide roof maintenance and repair services at various City buildings located in Delray Beach. The Successful Bidder shall furnish all labor, materials, and equipment for maintenance, repair and/or new installations to complete all work necessary as specified by the City. All work performed must be in compliance with the City Codes, Florida Roofing Code, and/or the National Roofing Code, whichever is more stringent.
2. **MATERIALS:** All parts and materials utilized by Successful Bidder for projects under this Agreement shall be first grade products from a reputable manufacturer, shall be installed in compliance with the standards of good workmanship and shall be approved by the City prior to installation.
3. **ORDER PLACEMENT:** After the award of the Agreement, the City reserves the right to utilize either of the following order placement methods:
 - a. Purchase orders issued to the Successful Bidder throughout the term of the Agreement on an as-needed basis. NOTE: each task order invoice must denote name of the City personnel authorizing the work.

Or

 - b. A blanket purchase issued to Successful Bidder for the City's anticipated annual dollar volume. Releases for partial delivery of services will be made against said blanket order. NOTE: each task order invoice must denote name of the City personnel authorizing the work.
4. **TASK ORDERS:** Task orders will be issued for each roofing repair, maintenance and install project under the Agreement. Each task order will contain the scope and/or specifications for the project. Upon request by the City, Successful Bidder shall provide a quote for the project. Upon acceptance of the quote by the City, a notice to proceed will be issued to Successful Bidder.
5. **ROOFING WORK ESTIMATES:** Upon request by the City, Successful Bidder shall provide estimates on roofing work, solely for budgetary purposes, at no additional cost to the City. For such roofing work estimates the City of Delray Beach will provide drawings and detailed requirements.
6. **COMPETITIVE BIDS:** The City, at its sole discretion, reserves the right to award roofing work to Successful Bidder or solicit competitive bids from other contractors for any roof repair and maintenance work project. If competitive bids are solicited, Successful Bidder will be eligible to submit a bid.
7. **PERMITS AND LICENSING:** Successful Bidder must maintain a current Roofing Contractor's license for the term of the Agreement and shall secure work permits and arrange for roofing inspections of its work, as required.

- 8. WORK INSPECTION:** Upon notice of completion by Successful Bidder, the City Building Maintenance Supervisor shall inspect the work. The City will notify Successful Bidder of any Work that is found to be deficient. Upon notice, Successful Bidder will have a specified time, to be determined by the City, to correct any and all deficiencies.

A final inspection of all deficient work will be conducted by the City Building Maintenance Superintendent. If the Successful Bidder fails or refuses to complete the work to the City's satisfaction, the City reserves the right to procure the services from another source and hold the Successful Bidder responsible for any cost incurred to remedy the deficient work.

Successful Bidder shall exercise precautions at all times for the protection of persons (including employees) and property. Barricades will be provided by the Successful Bidder at its own expense, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the City.

9. RESPONSE TIME:

Successful Bidder shall be on-site in response to non-emergency calls during business hours of 7:30 a.m. through 4:30 p.m., Monday through Friday on the next business day after notification.

Successful Bidder shall be on-site in response to calls during business hours of 7:30 a.m. through 4:30 p.m., within one hour after notification for emergency situations, as defined in City Code of Ordinances, Section 36, within one hour of notification.

Successful Bidder shall be on-site in response to after hour calls between the hours of 4:30 p.m. through 7:30 a.m., on weekends and on City holidays, within two hours of notification.

No work shall be done on weekends or City holidays unless specifically authorized by the City.

10. PRICE ESCALATION/DE-ESCALATION:

The Bidder's hourly labor fee for roofing maintenance, repairs and installation services shall remain firm for the initial two year period of the Agreement. Any escalation/de-escalation in fees for each renewal period will be based on the Bureau of Labor Statistics Employment Cost Index (Private industry workers, Total compensation, Installation, maintenance and repair, All workers, United States, Not seasonally adjusted, CIU2010000430000A) change in most recent 12 month period. The option for renewal shall be exercised upon mutual agreement between Successful Bidder and City, by written agreement and in accordance with the terms and conditions of the Agreement.

[Remainder of page intentionally left blank]

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 and is responsive. The purpose of this checklist is to assist Bidders in completing their Bids. Do not include checklist with the Bid submittal

- ☐ Letter of Intent
- ☐ Bidder's Statement of Organization
- ☐ Subcontractor Information
- ☐ Form 1-Bid 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 7-Genuine Bid
- ☐ Form 8-Bid Guaranty
- ☐ Form 9-Cone of Silence
- ☐ Form 10-Non-Collusion Affidavit
- ☐ Form 11-Other Required Information
- ☐ Form 12-Questionnaire

SECTION 4: FORMS FOR BID

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

- 1 Form 1-Bid Submittal Signature Page
- 2 Form 2-Public Entity Crimes
- 3 Form 3-Drug Free Workplace
- 4 Form 4-Conflict of Interest
- 5 Form 5-Acknowledgement of Addenda
- 6 Form 6-Schedule of Pricing
- 7 Form 7-Genuine Bid
- 8 Form 8-Bid Guaranty
- 9 Form 9-Cone of Silence
- 10 Form 10-Non-Collusion Affidavit
- 11 Form 11-Bidder Information
- 12 Form 12-Questionnaire

Form 1 - Bid Submittal Signature Page

By signing this Form 1, Bid Submittal Signature Page, 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. By signing this Bid Bidder agrees to furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

ITB No. 2017-022 Contract for Roof Maintenance and Repairs

By signing this Form 1, Bidder acknowledges it has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary. **Bidder warrants and represents that there are no defects, errors or inconsistencies in the plans, specifications or any of the Contract Documents and that the actual site conditions comport to the conditions set forth therein.**

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 has examined copies of all the Contract documents and addenda and 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.

Signature Authority

Indicate below Bidder's type of organization and provide the required documentation as applicable to demonstrate that the executor of Bidder's Bid is duly authorized to execute on behalf of, and as the official act of, Bidder.

Select	Type of Organization	Officer Who Signed Proposal Submittal Signature Page	Required Authorizing Documentation
<input type="checkbox"/>	Corporation	President, Vice President, or Chief Executive Officer	None
<input type="checkbox"/>	Corporation	Director, Manager, or other title	Corporate resolution
<input type="checkbox"/>	Limited Liability Company (LLC) – Member-Managed	Member	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Liability Company (LLC) – Manager-Managed	Manager	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Partnership	General Partner	Document demonstrating the legal authority to bind the Limited Partnership
<input type="checkbox"/>	Partnership	Partner	None
		CEO, Director, Manager or other title	Authorizing documentation
<input type="checkbox"/>	Individual	Individual	None

☐ Documentation is not required per the instructions above.

☐ The required authorizing documentation is included with 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

- A. **PRICE:** Bidder must submit pricing for all items in Group I, II and III shown below utilizing this Form 6 – Schedule of Pricing. Failure to submit pricing for all items may be cause for rejection of the Bid. NOTE: Bidder should not reference the words “No Charge”, “N/C”, “Included”, or other such terminology on any of the line items of this Form. Estimated annual hours are for evaluation purposes only and do not represent any guarantee of work to be performed. Prices for services are divided into three groups as follows:

Group I - Hourly labor rate, which shall include travel time to and from the work site. Bid the hourly labor rate for Foreman/Supervisor, Senior Roofing Carpenter, Roofing Laborer and Apprentice during working hours (7:30 a.m. thru 4:30 p.m., Monday – Friday)

Group II - Hourly labor rate which shall include travel time to and from the work site. Bid the hourly rate of labor for Foreman/Supervisor, Senior Roofing Carpenter, Roofing Laborer and Apprentice for after-hours work (4:30 p.m. through 7:30 a.m., weekends and City holidays).

Group III - Percentage (%) mark-up over Bidder's cost for parts and materials. The City will pay for parts on a cost plus mark-up factor. Successful Bidder's invoices must be accompanied by its invoices for all parts and materials billed.

GROUP I – Business hours of 7:30 a.m. through 4:30 p.m.				
Item	Labor Type	Total Est. Annual Hours	Hourly Rate	Total Est. Annual Labor Cost (Hours X Rate)
1.	Foreman/Supervisor	75	\$	\$
2.	Roofing Carpenter	300	\$	\$
3.	Roofing Laborer	300	\$	\$
4.	Apprentice	50	\$	\$
GROUP I SUBTOTAL				\$
GROUP II – After hours of 4:30 p.m. through 7:30 a.m., weekends and City holidays				
Item	Labor Type	Total Est. Annual Hours	Hourly Rate	Total Est. Annual Labor Cost
5.	Foreman/Supervisor	15	\$	\$
6.	Roofing Carpenter	75	\$	\$
7.	Roofing Laborer	75	\$	\$
8.	Apprentice	10	\$	\$
GROUP II SUBTOTAL				\$

GROUP III – Parts and Materials			
	Total Estimated Annual Cost for Parts and Materials	Bidders percentage of mark-up for Parts/Materials (above Bidder's cost)	Total Est. Annual Parts/Material Spend (Est. Annual Cost X Percentage)
8.	\$ 250,000	%	
GROUP III SUBTOTAL			\$
GRAND TOTAL GROUPS I, II & III (IN NUMERALS)			
			\$

GRAND TOTAL (IN WORDS) _____

_____ DOLLARS

B. FIRM PRICE: Hourly labor rates submitted are firm for the initial two-year term of the Agreement. Pricing must be submitted as all inclusive to provide roof maintenance, repair and installation services in accordance with the requirements set forth in this ITB.

C. INDEMNIFICATION: The City will pay to the Contractor the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Contractor acknowledges that the Grand Total bid price above includes said consideration for the indemnification provision.

☐ Yes

☐ No

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

E. BID INFORMATION WAS OBTAINED FROM:

☐ BidSync

☐ Newspaper Ad

☐ City Hall

☐ City Website

☐ Other (specify) _____

Schedule of Pricing (cont'd)

TRENCH SAFETY ACT Florida Statutes Section 553.60 et seq.

"Trench Safety Act" Compliance

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting a Bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance.

Method of Compliance

Cost

Bidder acknowledges that the Trench Safety Act Method of Compliance Cost shown above is included in the applicable items of its Bid and in the Grand Total bid price. Failure to complete the above may result in the Bid being deemed non-responsive.

The Bidder is, and the City and Engineer are not, responsible to review or assess City's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the City and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".

Form 7 – Genuine Bid

By signing this Form 7, Genuine Bid, Bidder confirms this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City; no City official nor any City employee has a direct or indirect interest in said bid, in the supplies or work to which it relates, to any person associated with the firm performing the work, or to the profits resulting from the work.

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

Form 8 – Bid Guaranty NOT REQUIRED

The undersigned Bidder agrees to the following:

~~The Bid Bond submitted in response to this ITB shall be forfeited by the Bidder if Bidder is the Successful Bidder, and (1) the undersigned Bidder shall fail to execute the Agreement within the specified time period; (2) the undersigned Bidder shall fail to furnish security and/or performance bond(s) as required in the Agreement and in the time period specified; and/or (3) the undersigned Bidder shall fail to furnish insurance certificates as required in the Agreement and within the time specified. Otherwise, said certified check, cashier's check or bid bond will to be returned as provided herein. NOTE: Bidder must use the Bid Bond forms on the following pages.~~

Accompanying this Bid is a

- ☐ Certified check;
☐ Cashier's check; or
☐ Bid bond

meeting the requirements of this ITB. Bid bond is 5% of the Total Bid Price in the amount of

(written amount equal to 5% of Total Bid Price)

(\$) payable to the City of Delray Beach.

NOTE: Surety must enter an exact dollar amount on the Bid Bond Document. Bids Bonds stating "5% of the Total Bid Price" or other similar language will not be accepted.

Firm Name (print)

Signature

Date

Printed Name and Title

Form 9 - CONE OF SILENCE

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this ITB, which provides as follows:

Sec. 2-355. Cone of silence.

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

By signing below, Bidder agrees to abide by the restrictions in this Cone of Silence.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Form 10 – Non-Collusion Affidavit

STATE OF FLORIDA

)SS

COUNTY OF _____)

_____being first duly sworn, deposes and states that:
(Name)

- (1) He/She is the _____,
(Owner, Partner, Officer, Representative or Agent)
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
- (5) The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____

Print Name: _____

Subscribed and sworn to before me this _____ day of _____, 20_____ .

Signature and Stamp of Notary Public
My Commission Expires: _____

Form 11 - BIDDER INFORMATION

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non- responsive and may cause its rejection. Additional sheets shall be attached as required.

- (1) Bidder's full and complete legal name including any dba and address:

- (2) Organization Type (e.g., corporation, partnership, LLC): _____

- (3) Years in Business: _____

- (4) Address of corporate headquarters and local office (if any):

Corporate Office: _____

Local Office: _____

- (5) Bidder's telephone and facsimile numbers: _____

- (6) Bidder's website URL address: _____

- (7) Bidder's Representative and contact for this ITB:

Name and Title: _____

Phone: _____

Email: _____

- (8) Number of years Bidder has in Roofing Contractor work: _____

- (9) Names and titles of all officers of Bidder's firm:

- (10) Any additional organizational information that Bidder wishes to supply regarding its organization:

This image shows a full page of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the page.

Signature of Bidder

By: _____

Print Name: _____

Date: _____

Form 12 - QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained in this Form 12.

1. How many years has Bidder's organization been in business in the State of Florida as a Contractor?

2. Identify the most recent project for roofing repairs, maintenance or installation that Bidder has completed (meaning acceptance has been made by owner and final payment has been made) Provide the project name, date completed, owner's name, owner's contact phone number and email address, and the project location.

3. Has Bidder failed to complete work on an awarded project in the last seven years for any reason. If yes, identify the project, where it was located, and provide an explanation why Bidder did not complete the work.

4. Provide three client references for which Bidder has performed work and who are agreeable to respond to the City's request for feedback.

Client Reference 1

Client Name: _____

Work Performed: _____

Contact Name: _____

Contact Telephone: _____

Contact Email: _____

Client Reference 2

Client Name: _____

Work Performed: _____

Contact Name: _____

Contact Telephone: _____

Contact Email: _____

Client Reference 3

Client Name: _____

Work Performed: _____

Contact Name: _____

Contact Telephone: _____

Contact Email: _____

5. List the following information concerning all roofing projects in which Bidder is engaged in Palm Beach, Martin and Broward counties as of the date of submission of this Bid. (In case of co-ventures, list the information of all co-venturers).

Name of Project	Owner	Total Project Value	Contracted Completion Date	% of Completion (to date)

6. Does Bidder have a plan for monitoring and ensuring full performance of the requirements of this Bid, if awarded? If yes, briefly explain the plan. If no, explain why Bidder does not have a plan.

☐ Yes

☐ No

7. Of the following categories, identify those that Bidder can perform with its own forces and those it plans to subcontract: concrete tile roofs, asphalt shingle roofs, flat membrane roofs, metal roofs, steep slope roofs (greater than 4.12 pitch), and roofs on multiple story buildings.

Item	Description	Who will perform, Bidder / Subcontractor
1	Concrete tile roofs	
2	Asphalt shingle roofs	
3	Flat membrane roofs	
4	Metal roofs	
5	Steep slope roofs (greater than 4.12 pitch	
6	Roofs on multiple story buildings	

8. **Subcontractor Information:** Provide a list of subcontractors Bidder proposes to utilize and the categories, as show above, of work to be performed by each.

Subcontractor 1	
Full Legal Name	
Corporate Location (City/State)	
Local Office (City)	
Years in Business	
Category of work to be performed by subcontractor	

Subcontractor 2	
Full Legal Name	
Corporate Location (City/State)	
Local Office (City)	
Years in Business	
Category of work to be performed by subcontractor	

Subcontractor 3	
Full Legal Name	
Corporate Location (City/State)	
Local Office (City)	
Years in Business	
Category of work to be performed by subcontractor	

Subcontractor 4	
Full Legal Name	
Corporate Location (City/State)	
Local Office (City)	
Years in Business	
Category of work to be performed by subcontractor	

9. Provide a list of primary equipment that Bidder owns that is available for the work under this ITB? (Attach additional sheets as necessary).

Item	Description / Manufacturer / Model/Year
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

10. Provide a list of primary equipment Bidder proposes to purchase or rent for the work under this ITB? (Attached additional sheets as necessary).

Item	Description / Manufacturer / Model/Year
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

By: _____
(Bidder Name)

By: _____
(Signature of Authorized Official)

Printed Name: _____

Title: _____

Appendix A
Sample Agreement

[Remainder of page intentionally left blank]

AGREEMENT
BETWEEN
THE CITY OF DELRAY BEACH
AND

FOR
ROOF MAINTENANCE AND REPAIRS

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

and

_____, a Florida corporation, hereinafter referred to as "Contractor," (collectively referred to as the Parties).

WITNESSETH:

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 **Agreement** - This Agreement includes the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The City Commission of Delray Beach, Florida.
- 1.3 **Contract Administrator** - The Delray Beach City Manager or the City's Building Maintenance Superintendent. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Contractor and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the

instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

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

ARTICLE 2 SCOPE OF SERVICES

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

ARTICLE 3 TERM AND TIME OF PERFORMANCE

- 3.1 This Agreement is in full force and effect upon full contract execution by the City of Delray Beach. The term of the Agreement shall be from <term> with three one-year options to renew. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
- 3.2 In the event services are scheduled to end due to the expiration of this Agreement, the Contractor agrees that it shall continue services upon the request of the Contract Administrator. The extension period shall not extend for greater than six months beyond the term of the Agreement. The Contractor shall be compensated for the service at the rate in effect when the extension is invoked by the City upon the same terms and conditions as contained in this Agreement and as amended. The Chief Purchasing Officer shall notify Contractor of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

ARTICLE 4 COMPENSATION

4.1 City will pay Contractor, in the manner specified in Section 4.3, the total not-to-exceed amount of _____ Dollars (\$_____) during the term of the Agreement for work actually performed and completed pursuant to this Agreement. Contractor acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

4.1.1 Contractor acknowledges that the dollar limitation set forth in Section 4.1 is a limitation upon, and describes the maximum extent of, City's obligation, but does not constitute a limitation, of any sort, upon Contractor's obligation to incur expenses or perform the services identified in Article 2.

4.1.2 Fees shall be as designated in Exhibit D, Fees.

4.3 METHOD OF BILLING AND PAYMENT

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

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

- 4.3.3 Contractor shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from City for such subcontracted work or supplies. If Contractor withholds an amount from subcontractors or suppliers as retainage, such retainage shall be released and paid within thirty (30) days following receipt of payment of retained amounts from City.
- 4.4 Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.
- 4.5 Payment shall be made to Contractor at:

ARTICLE 5 INDEMNIFICATION

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

ARTICLE 6 INSURANCE

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

ARTICLE 7 TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes. This Agreement may also be terminated by the Board:
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience, Contractor shall be paid for any services properly performed under the Agreement through the

termination date specified in the written notice of termination. Contractor acknowledges that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

- 7.5 In the event this Agreement is terminated for any reason, any amounts due Contractor shall be withheld by City until all documents are provided to City pursuant to Section 9.1 of Article 9.

ARTICLE 8 NON-DISCRIMINATION

- 8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure by Contractor to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the City, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Delray Beach Code of Ordinances or under applicable law, with all of such remedies being cumulative.

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

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

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

pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

ARTICLE 9 MISCELLANEOUS

9.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City, and, if a copyright is claimed, Contractor grants to City a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the Contract Administrator within eight (8) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

9.2 PUBLIC RECORDS

9.2.1 IF THE SECOND PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SECOND PARTY'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 MAY BE REACH VIA TELEPHONE AT 561-243-7060 OR BY EMAIL AT CITYCLERK@MYDELRAYBEACH.COM..

9.2.2 Contractor shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. 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.
- iii. 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 Contractor does not transfer the records to the City.

- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, 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 Agreement, the Contractor 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.
- v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.3 INSPECTOR GENERAL.

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

9.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

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

Contractor and its subcontractors shall preserve and make available, at reasonable times for examination and audit by City, all financial records,

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

Contractor shall ensure that the requirements of this Section 9.4 are included in all agreements with its subcontractor(s).

9.5 TRUTH-IN-NEGOTIATION REPRESENTATION

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

9.6 PUBLIC ENTITY CRIME ACT

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime"

regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

9.7 INDEPENDENT CONTRACTOR

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

9.8 THIRD PARTY BENEFICIARIES

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

9.9 NOTICES

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

For City:

City Manager
City Hall
100 N.W. 1st Avenue
Delray Beach, Florida 33444

For Contractor:

9.10 ASSIGNMENT AND PERFORMANCE

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

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

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

9.11 CONFLICTS

Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

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

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

9.12 MATERIALITY AND WAIVER OF BREACH

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

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

9.13 COMPLIANCE WITH LAWS

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

9.14 SEVERANCE

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

9.15 JOINT PREPARATION

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

9.16 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or

section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.17 PRIORITY OF PROVISIONS

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

9.18 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

9.19 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Contractor or

others delegated authority to or otherwise authorized to execute same on their behalf.

9.20 PRIOR AGREEMENTS

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

9.21 PAYABLE INTEREST

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

9.21.2 Rate of Interest. In any instance where the prohibition or limitations of Section 9.21.1 are determined to be invalid or unenforceable, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9.22 INCORPORATION BY REFERENCE

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

9.23 REPRESENTATION OF AUTHORITY

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

9.25 MULTIPLE ORIGINALS

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

ARTICLE 10 PERFORMANCE BOND

Contractor will execute and deliver to the City, within ten (10) days after notification of award, a Cash Deposit, Performance Bond, or Unconditional Irrevocable Letter of Credit payable to the City, in the total amount of the Proposer's bid amount. If the bond is on an annual coverage basis, renewal of each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing bond. A surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent must execute the Performance Bond. If a letter of credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City.

The amount herein above set is not intended to be or shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of the Agreement by the Contractor.

The City shall monitor the performance of Contractor. If Contractor's performance fails to meet the requirements specified within this Agreement, the City may without cause and without prejudice to any other right or remedy, terminate this Agreement whenever the City determines that such termination is in the best interest of the City.

ARTICLE 11 ORDER OF PRECEDENCE

The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- A. Terms and conditions as contained in this Agreement;
- B. RFP No. 2017-019, Plumbing Maintenance and Repair Services, dated December 6, 2016, and all its addenda;

- C. Contractor's response to RFP No. 2017-019, Plumbing Maintenance and Repair Services, and any subsequent information submitted by Contractor during the evaluation and negotiation process.

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

SAMPLE

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

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By _____
Cary D. Glickstein, Mayor
____ day of _____, 20__.

APPROVED AS TO FORM:

R. Max Lohman, City Attorney

AGREEMENT BETWEEN DELRAY BEACH, FLORIDA
AND

SECOND PARTY

By _____
(Signature)

(Printed name, Title)

_____ day of _____, 20____

WITNESS:

(Signature)

(Printed name)

WITNESS:

(Signature)

(Printed name)

(SEAL)

EXHIBIT A
SCOPE OF SERVICES

[Scope of Services will be inserted prior to execution of Agreement]

SAMPLE

EXHIBIT B
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RFP No. 2017-019

Project Title _____

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

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

Subcontractor or
Supplier's name
and address

Date of disputed
invoice

Amount in
dispute

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

Dated _____, 20____

Contractor

By _____
(Signature)

By _____
(Name and Title)

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

(Continued)

STATE OF _____)
) SS.
COUNTY OF _____)

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

WITNESS my hand and official seal, this _____ day of _____, 20____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

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

(Title or rank)

My commission expires:

(Serial number, if any)

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall supply the required insurance certificates to the Purchasing Department and receive approval by the City Risk Manager within 10 days of final execution of the Agreement.

Contractor shall carry the following minimum types of insurance:

- A. Workers' Compensation Insurance: 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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

- D. Motor Vehicle Liability Insurance: with limits of not less than \$1,000,000 per occurrence covering all vehicles associated with Proposer's operations to include all owned, non-owned and hired vehicles.

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.

EXHIBIT D
FEEES

[Fees will be inserted prior to execution of Agreement]

SAMPLE

Appendix B
Insurance Requirements

[Remainder of page intentionally left blank]

Appendix B Insurance Requirements

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, and must be received and approved by the City Risk Manager within 10 days of final execution of the Agreement.

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: with coverage for 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.

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 an A.M. Best rating of A- VIII or better. All insurance policies shall name the City of Delray Beach as an additional insured. The Successful Bidder agrees to notify the City within five business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Department.

The coverages and minimum limits of insurance required by the Agreement are based on circumstances in effect at the inception of the Agreement. If, in the opinion of the City, circumstances merit a change in such coverages or minimum limits of insurance required by the Successful Bidder, the City may change the coverages and minimum limits of insurance required, and the Successful Bidder will, within 60 days of receipt of written notice of a change in the coverages and minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the Agreement.

[Remainder of page intentionally left blank]