



Agreement

I. Parties

This Agreement, 2019-18 is made this 28 day of January 2019, by and between **Sunset Sod Inc. ("Contractor")**, located at 13100 SW 124 Avenue, Miami, FL 33186 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for the purchase of sod and sod installation in an amount not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said goods and services to the Town in accordance with its contract with The City of Boynton Beach, dated October 1, 2018, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of Contract 033-2730-18/IT, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide the purchase of sod and sod installation to the Town in accordance with the terms of the above referenced Contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the Contract:

CONTRACT NUMBER

The Town of Miami Lakes' Sod and Sod Installation Agreement will be referenced as Contract #2019-18.

EFFECTIVE DATE

Month February Day 1 of 2019

SUBCONTRACTORS

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov



Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov



VI. **Points of Contact**

The points of contact for the Town shall be:

Contract Management: Thomas Fossler or designee, Chief Procurement Officer
(305) 364-6100 ext. 1164 FosslerT@miamilakes-fl.gov

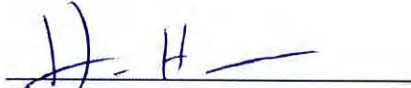
Project Manager: Tony Lopez or Designee, Chief of Operations
(305) 364-6100 ext. 1130 LopezT@miamilakes-fl.gov

The point of contact for **Contractor** shall be:

Name: Kathy Hernandez, email: Kathy@Sunsetsod.net

Title: president, phone: 305-253-2002

Sunset Sod Inc.


Signature

Kathy Hernandez
Name (Print)

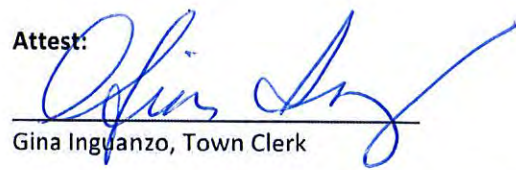
President/owner
Title

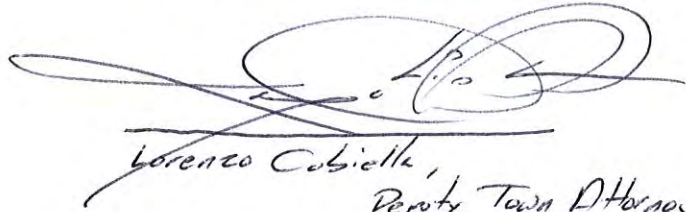
Town of Miami Lakes


Alex Rey, Town Manager

Edward Pidermann

Attest:


Gina Inguanzo, Town Clerk


Lorenzo Cobiella,
Deputy Town Attorney



CORPORATE RESOLUTION

WHEREAS, Sunset Sod Inc. ("Sunset") desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the President/owner of Sunset Sod,
(type title of officer)

Kathy Hernandez, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this 28 day of January, 2019.

Katie Fuentes
Corporate Secretary

(Corporate Seal)



Exhibit "A"
CONTRACT 033-2730-18/IT

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

2018 SOD AND SOD INSTALLATION AWARDED VENDORS

<u>GROUPS 1 – 14</u>	<u>NORTH</u> <u>PRIMARY VENDOR</u>	<u>NORTH</u> <u>SECONDARY</u> <u>VENDOR</u>	<u>CENTRAL</u> <u>PRIMARY VENDOR</u>	<u>CENTRAL</u> <u>SECONDARY</u> <u>VENDOR</u>	<u>SOUTH</u> <u>PRIMARY VENDOR</u>	<u>SOUTH</u> <u>SECONDARY</u> <u>VENDOR</u>
Group 1: St. Augustine Floratam	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.
Group 2: St. Augustine Palmetto	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.
Group 3: Bahia Argentine	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.
Group 4: Bahia Pensacola	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.
Group 5: Bermuda Tifway 419 Certified	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.
Group 6: Bermuda Tifway 419 Uncertified	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.
Group 7: Bermuda Tifgreen 328	SUNSET SOD INC.	NONE	SUNSET SOD INC.	NONE	SUNSET SOD INC.	NONE
Group 8: Bermuda Celebration	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.
Group 9: Bermuda Tif Dwarf	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.
Group 10: Paspalum Sea Dwarf	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.

<u>GROUPS 1 – 14</u>	<u>NORTH PRIMARY VENDOR</u>	<u>NORTH SECONDARY VENDOR</u>	<u>CENTRAL PRIMARY VENDOR</u>	<u>CENTRAL SECONDARY VENDOR</u>	<u>SOUTH PRIMARY VENDOR</u>	<u>SOUTH SECONDARY VENDOR</u>
Group 11: Sea Isle Supreme Paspalum Certified	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC	MULLINGS ENGINEERING SERVICES, INC.
Group 12: Ultimate Flora Zoysia	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC	MULLINGS ENGINEERING SERVICES, INC.
Group 13: Hammock Centipede	SUNSET SOD INC.	NONE	SUNSET SOD INC	NONE	SUNSET SOD INC	NONE
Group 14: Wildflower Sod	NO AWARD	NO AWARD	NO AWARD	NO AWARD	NO AWARD	NO AWARD

<u>GROUP 15: Truckload Pricing</u>	<u>NORTH PRIMARY VENDOR</u>	<u>NORTH SECONDARY VENDOR</u>	<u>CENTRAL PRIMARY VENDOR</u>	<u>CENTRAL SECONDARY VENDOR</u>	<u>SOUTH PRIMARY VENDOR</u>	<u>SOUTH SECONDARY VENDOR</u>
Item 72: St. Augustine Floratam	ODUMS SOD, INC.	MULLINGS ENGINEERING SERVICES, INC.	ODUMS SOD, INC.	MULLINGS ENGINEERING SERVICES, INC..	ODUMS SOD, INC.	MULLINGS ENGINEERING SERVICES, INC.
Item 73: St. Augustine Palmetto	ODUMS SOD, INC.	MULLINGS ENGINEERING SERVICES, INC.	ODUMS SOD, INC.	MULLINGS ENGINEERING SERVICES, INC..	ODUMS SOD, INC.	MULLINGS ENGINEERING SERVICES, INC..
Item 74: Bahia Argentine	MULLINGS ENGINEERING SERVICES, INC.	ODUMS SOD, INC.	MULLINGS ENGINEERING SERVICES, INC.	ODUMS SOD, INC.	MULLINGS ENGINEERING SERVICES, INC.	ODUMS SOD, INC..
Item 75: Bahia Pensacola	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.
Item 76: Bermuda Tifway 419 Certified	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC	MULLINGS ENGINEERING SERVICES, INC..	SUNSET SOD INC
Item 77: Bermuda Tifway 419 Uncertified	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC.	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC	MULLINGS ENGINEERING SERVICES, INC.	SUNSET SOD INC
Item 78: Bermuda Tifgreen 328	SUNSET SOD INC.	NONE	SUNSET SOD INC.	NONE	SUNSET SOD INC	NONE

VENDOR AWARD

Vendor Name: SUNSET SOD INC.
Vendor Address: 13100 SW 124 Avenue; Miami, FL 33186
Contact: Kathleen Hernandez
Phone: (305) 253-2002 Fax: (786) 242-9988
Cell/Pager: _____ Email Address: sod@gate.net
Website: _____ FEIN: 59-2421961

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

SECTION #2

AWARD/BACKGROUND INFORMATION

Award Date: 9-20-2018 Resolution/Agenda Item No.: Consent - 6.I.
Insurance Required: Yes X No _____
Performance Bond Required: Yes _____ No X

SECTION #3

LEAD AGENCY

Agency Name: City of Boynton Beach
Agency Address: 100 E. Boynton Beach Blvd., Boynton Beach, FL 33425
Agency Contact: Ilyse Triestman Email triestmani@bbfl.us
Telephone: (561) 742-6322 Fax: (561) 742-6316

The City of Boynton Beach



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

September 21, 2018

Kathleen Hernandez, President
Sunset Sod, Inc.
P.O. Box 160744.
Miami, Florida 33116

VIA E-MAIL TO: sod@gate.net

REF: AWARD OF BID NO. 033-2730-18/IT – SOD AND SOD INSTALLATION
(ANNUAL CONTRACT)

Dear Ms. Hernandez:

At the meeting of September 20, 2018, City Commission awarded the subject Bid. A list of the bid items awarded to your firm is on the attached document. The initial term of the Contract will be from October 1, 2018 thru September 30, 2019.

A link to the approved agenda item and associated backup may be obtained at the following link:
<https://boyntonbeach.novusagenda.com/agendaintranet/CoverSheet.aspx?ItemID=4601&MeetingID=202>

Please submit your company's Certificate of Insurance, in full accordance with the terms and conditions of the Bid to coi@bbfl.us with a copy to me at triestmani@bbfl.us at your soonest convenience. Please ensure that the City of Boynton Beach is listed on the Certificate as an additional insured. Purchase orders will be issued as needed from the participating municipalities.

We would like to thank you for responding to this Invitation to Bid and we look forward to working with Sunset Sod, Inc. on this requirement.

Sincerely,

Ilyse Triestman

Ilyse Triestman, CPPO, CPPB
Purchasing Manager

cc: Southeast Florida Governmental Purchasing Cooperative Group
Central File
File



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative Group, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"



SOD AND SOD INSTALLATION

BID No. 033-2730-18/IT

**BID OPENING DATE: AUGUST 3, 2018
BID OPENING TIME: 2:30 P. M. (LOCAL TIME)
CONFERENCE ROOM "B" CITY HALL**



SOD AND SOD INSTALLATION

BID No.: 033-2730-18/IT

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INVITATION TO BID
FOR
SOD AND SOD INSTALLATION

BID No.: 033-2730-18/IT

Sealed bids will be received in PROCUREMENT SERVICES, City of Boynton Beach, 100 E. Boynton Beach Boulevard, or mail to P.O. Box 310, Boynton Beach, Florida 33425-0310 on or before: **August 3, 2018; No Later Than 2:30 P.M.**

Bids will be opened in: PROCUREMENT SERVICES-CITY HALL
 2ND FLOOR unless otherwise designated

SCOPE OF BID: The City of Boynton Beach is seeking bids from qualified Contractors for sod and sod installation at various locations within Palm Beach, Broward and Miami Dade Counties. Requested sod to include St. Augustine: Floratam, and Palmetto, Bahia Argentine; Bermuda: Tifway 419 "Certified", Tifway 419 "Uncertified", Celebration, Tif Dwarf; Paspalum Sea Dwarf; Ultimate Flora Zoysia; and Hammock Centipede.

ATTENTION ALL INTERESTED BIDDERS:

Copies of this solicitation package may be obtained from Demandstar at Onvia at www.demandstar.com or by calling 1-800-711-1712. Demandstar distributes the City's solicitations through electronic download. Bidder(s) who obtain copies of this solicitation from sources other than Demandstar or the City's Procurement Services may potentially risk not receiving certain addendum(s) issued as a result of the solicitation. If you would like a paper copy of this bid solicitation, please contact the Procurement Office at (561) 742-6322.

Bidders shall submit **one (1) marked original and two (3) photocopies of the completed bid package** in a sealed envelope to the address above. The Project Name, Bid Number, and time and date of the Bid Opening shall be clearly marked on the outside of the sealed envelope. Facsimile or electronic responses shall not be accepted.

All Bids will be publicly opened. Bid prices will be read aloud. Bids received after the assigned date and time will NOT be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that Bids can be considered. The City reserves the right to consider Bids that have been determined by the City to be received late due to mishandling by the City after receipt of the Bids and prior to award being made.

Bidders may not withdraw their Bid for a period of ninety (90) calendar days after the day set for the opening of Bids.

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response and shall remain in effect until City Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

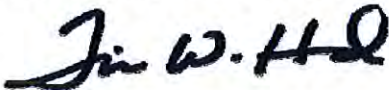
The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence 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 with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

As per Florida Statutes §119.07, sealed Bids or Proposals received by the City in response to a Request for Proposal or Invitation to Bid are exempt from public records disclosure requirements until the City provides a notice of decision or thirty (30) days after the opening of the Proposals/Bids. If the City rejects all Proposals/Bids submitted in response to a Request for Proposal or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Proposals/Bids remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or replies.

Any questions relative to any item(s) or portion of this bid should be directed to Ilyse Triestman, Purchasing Manager; Telephone: (561) 742-6322, E-mail: triestmani@bbfl.us

CITY OF BOYNTON BEACH



TIM W. HOWARD
Assistant City Manager - Administration



GENERAL CONDITIONS

These documents constitute the complete set of General Conditions, Specifications, and Bid Forms. All Bid sheets and attachments must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The front of the envelope shall contain the Bidder's name, return address, date and time of Bid opening, and Bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a Bid, the Bidders agree to all terms and conditions specified herein. **NO EXCEPTIONS WILL BE ALLOWED.** Submittal of a Bid in response to this Invitation to Bid constitutes an offer by the Bidder. Bids that do not comply with these requirements may be rejected at the option of the City.

As used in this Invitation to Bid, the words bidder, proposer, and contractor may be used interchangeably, and when so used, deemed to mean bidder.

1. **TERM:** The Contract will be in force for the term of installation and warranty, or stated Contract period.
2. **BIDDING DEFINITIONS:** Terms used in this Invitation to Bid shall have the meaning assigned to them in the industry involved in the subject matter of the Bid, unless otherwise specified. The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 - ✓ **Invitation to Bid (ITB):** when the City is requesting bids from qualified Bidders.
 - ✓ **Addenda:** A written or graphic instrument issued by the City prior to the execution of the Contract, which modifies or interprets the Bid documents by additions, deletions, clarifications, or corrections.
 - ✓ **Alternative Bid (or Alternate):** an amount stated in the Bid to be added to or deducted from the amount of the base Bid if the corresponding change in the Work, as described in the Bid documents is accepted.
 - ✓ **Bid:** Price and terms received in response to an ITB.
 - ✓ **Bidder or Offeror:** Person or firm submitting a Bid.
 - ✓ **Contract:** A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 - ✓ **Contractor:** Successful Bidder who is awarded a Purchase Order and/or Contract to provide goods and services to the City.
 - ✓ **Co-Op Agencies/Entities:** List of governmental agencies that represent the delivery of goods and services within this Invitation to Bid and resultant contract.
 - ✓ **Responsive Bidder:** A person whose Bid conforms in all material aspects to the terms and conditions included in the ITB.
 - ✓ **Responsible Bidder:** A person who has the capability in all respects to perform in full, the contract requirements as stated in the ITB, with the integrity and reliability that will assure good faith performance.
 - ✓ **Supplier:** A manufacturer, fabricator, supplier, distributor, materialman or vendor.
 - ✓ **Sub-contractor:** a person or entity who submits a Bid to a Contractor for materials, equipment or labor for a portion of the work.
 - ✓ **Unit Price:** an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the work as described in the Bid documents.
3. **EXECUTION OF BID:** Bid must contain a manual signature in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the Bid document must be initialed in ink.

4. **NO BID:** If not submitting a bid, respond by returning one copy of the "STATEMENT OF NO BID" and explain the reason by indicating one of the reasons listed or in the space provided. Repeated failure to quote without sufficient justification may be cause for removal of the vendor's name from the City's mailing list.
5. **BID SUBMISSION:** It is the Bidder's responsibility to read and understand the requirements of this Bid. Bids shall be submitted to the Procurement Services Division. All Bids must be accompanied by the Bid Security (if required) and all other required documents. The Bid Opening shall be public and bid prices will be read aloud at the City's Administrative Offices located at:

100 E. Boynton Beach Boulevard
2nd Floor (unless otherwise designated)
Boynton Beach, Florida 33435

on the date and time specified in the Invitation to Bid. All Bidders and their representatives are invited to attend. The Bid opening may be delayed, if at the sole discretion of the City, if it is considered in the City's best interest. Under no circumstances shall Bids delivered after the Bid opening specified time has begun, be considered and as such, Bids will be returned unopened. It is the Bidder's sole responsibility to assure that the Bid is delivered at the proper time and place prior to the Bid's deadline for opening. Offers by facsimile, telegram, or telephone are not acceptable. A Bid may **NOT** be altered by the Bidder after opening of the Bids.

The Bidder is requested to submit **one (1) original and two (2) copies** of the bid. **The original bid must be manually and duly signed in blue ink by a Corporate Officer, Principal, or Partner with the authority to bind the Bidding firm by his/her signature.** In the case of corrections, the Bidder must initial any erasures or alterations in ink. All Bids must be submitted in the English language. All prices, terms and conditions quoted in the submitted Bid must be expressed in U.S. Dollars, and will be fixed and firm for acceptance for ninety (90) calendar days from the date of the Bid opening unless otherwise stated by the City.

6. **BID FORM:** The Bidder shall submit a Bid on the Bid form(s) provided herein, unless otherwise specified. All Bid prices, amounts and descriptive information must be legibly entered. The Bidder must state the price and the time of delivery or completion period for which they propose to deliver the equipment or provide service requested.

The estimate of the various quantities of work or goods applicable to unit price items as shown on the Bid Form is/are stated as estimates 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 contract. The City reserves the right to decrease or increase quantities or add or delete any item from the Contract if it is determined that it best serves the interests of the City.

Irregular Bids may be rejected. Irregular Bids are defined as those containing serious omissions, unauthorized alternative Bids, incomplete, or unbalanced Bids. Unbalanced Bids are those unit bid pricing that shows evidence of unbalanced bid pricing. For example: low or nominal prices may be bid for some items and high or enhanced prices may be bid for other work. Unbalanced bids may be deemed to be non-responsive, and may be both mathematically unbalanced and materially unbalanced. In addition, failure to provide all information required to accompany the Bid, Bid Form and Specifications will be considered a serious omission, which may result in the bid being rejected as non-conforming.

7. **QUANTITIES:** Quantities shown are estimates 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 contract. The City reserves the right to decrease or increase quantities or add or delete an item from the contract if it is determined that it best serves the interests of the City.
8. **ADDENDA:** From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract Documents. The City reserves the right to amend this Bid prior to Bid

opening. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All addenda will be available to Bidders through the City's e-Procurement system www.demandstar.com. Therefore, it is the Bidder's responsibility to check with the Procurement Services Division and immediately secure all addenda before submitting Bids. Each Bidder shall acknowledge receipt of ALL addenda by notation on the Bid and shall adhere to all requirements specified in each addendum prior to submission of the Bid.

9. **INTERPRETATIONS:** To ensure fair consideration for all Bidders, the City prohibits communication to or with any department, officer or employee during the solicitation process except as otherwise specified.

If the Bidder should be in doubt as to the meaning of any of the Bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request to the City's Procurement Services Division to be forwarded to the Procurement Services Division representative identified in this Bid document at the email address provided, no later than ten (10) days prior to the Bid opening date. Inquiries should reference the date by which the Bid is to be received.

10. **BID DEPOSIT: N/A** When required in the Bid document, a Bid deposit or Bid surety bond in the amount specified shall accompany the Bid. Bid deposits shall be in the form of cash, certified check drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Boynton Beach. In lieu of a Bid deposit, a bid surety provided by a firm licensed to do business in the state of Florida shall be provided to the City. Any bid deposits will be returned to the Bidder at the time of contract award. The Bid deposit of the successful Bidder shall be returned upon receipt of acceptable Performance and/or Payment bonds.

There shall be no binding contract until such time as the City executes the contract or issues the purchase order as the final award of the contract. The Bid deposit received of other Bidders whom the City believes to have reasonable chance of receive the award may be retained by the City until the earlier of the seventh day after the effective date of the Purchase Order or Contract or ninety-first day after the Bid Opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive or responsive will be returned upon award of the Bid.

11. **BONDING: N/A** When required by the specifications herein, the successful Bidder shall furnish Performance and Payment Bonds, and/or Warranty Bond, as stated on in the Bid documents on the City's forms within ten (10) calendar days after notification of contract award. Failure to furnish the required bonds within the time specified may be cause for rejection of the Bid and any Bid deposit may be retained by the City as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the City would sustain due to the Bidder's failure to furnish said bonds.

12. **PRICES, PAYMENTS AND DISCOUNTS:** Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, Bid prices shall be fixed and firm for a period of ninety (90) calendar days. The same period shall apply when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Payment terms will be considered to be "Net 30" days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the City/Co-Op agency location specified. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the Local Government Prompt Payment Act, F.S. Chapter 218.

13. **PUBLIC ENTITY CRIMES STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Bid for a contract to provide any goods or services to a public entity, may not submit a Bid for a contract with a public entity for construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of thirty-six (36) months.
14. **NON COLLUSION AFFIDAVIT:** Each Bidder shall complete the Non-Collusion Affidavit Form and shall submit this form with their bid/proposal. The City considers the failure of the Bidder to submit this document to be a major irregularity, and may be cause for rejection of the proposal.
15. **ANTI-KICKBACK AFFIDAVIT:** Each Bidder shall complete the Anti-Kickback Affidavit Form and shall submit this form with their bid/proposal. The City considers the failure of the Bidder to submit this document to be a major irregularity, and may be cause for rejection of the proposal.
16. **CONFIRMATION OF MINORITY-OWNED BUSINESS:** It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Bidder shall complete the Confirmation of Minority-Owned Business Form and shall submit this form with the bid/proposal that will be utilized to determine feasibility participation.
17. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 of the state of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.
18. **WITHDRAWAL OF BIDS:** Any Bidder may withdraw their Bid prior to the indicated Bid Opening time and date. The request for withdrawal must be submitted in writing to the Procurement Services Division.
19. **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all Bids, part of Bids, and to waive minor irregularities or variations to specifications contained in Bids, and minor irregularities in the Bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose Bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference, the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance of the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the Bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected Bidder does not perform satisfactorily, to award a trial period to the next low Bidder, if that Bidder has successfully provided services to the City in the past. This procedure to continue until a Bidder is selected or the contract is re-bid at the sole option of the City.
20. **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the Bidder to any relief from the

conditions imposed in the Contract. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

21. **DELIVERY:** All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the Bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the Bid.
22. **BACKGROUND INVESTIGATION:** As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder's officers and/or employees, by the City of Boynton Beach Police Department. Bidder's submission of Bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.
23. **ELIGIBILITY:** Bids will be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to conduct a site visit of the Bidder's facilities to inspect the equipment and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The City reserves the right to reject Bids where evidence or evaluation is determined to indicate inability to perform.

The City may request documentation providing evidence acceptable to the City demonstrating the Bidder's fiscal responsibilities, prior experience, and present capability to meet all of the Bidder's obligations set forth in the Bid documents. Bidder must submit requested documentation within five (5) days from the City's written request.

24. **EXCEPTIONS:** Incorporation in a Bid submittal on exceptions to any portion(s) of the Contract documents herein may invalidate the Bid. Exceptions to the Technical and Special Conditions may be considered and shall be clearly and specifically noted in the Bidder's proposal on a separate sheet marked, "**EXCEPTIONS TO THE SPECIFICATIONS**" whereby said sheet shall be attached to the Bid. The use of Bidder's standard forms or the inclusion of manufacturer's printed documents shall not be construed as an exception to the Contract documents.
25. **TAXES:** The City of Boynton Beach is exempt from all Federal, state, and local taxes. An exemption certificate will be provided where applicable upon request.
26. **BUDGETARY CONSTRAINTS:** In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a temporary or permanent reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The successful Bidder shall also be provided with a minimum thirty (30) day notice prior to any such reduction in budget.
27. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:** Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired, and are not intended to restrict competition unless otherwise specified in the Bid. The Bidder may offer any brand which meets or exceeds the specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid form the manufacturer's name (Make) and model/catalog number. Bidder shall submit complete descriptive literature and/or specifications with the Bid. The burden of proof for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within five (5) business days of the City's request may be grounds for Bid disqualification. If Bidder fails to name a substitute, it will be assumed that the Bidder has submitted a Bid which conforms in all aspects to the requirements of the Bid document, and that the Bidder intends to furnish goods identical to the Bid standard.
28. **SAMPLES AND DEMONSTRATIONS:** When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within ten (10) days of the request, unless otherwise stated in the Bid. Each sample must be marked with the Bidder's name and manufacturer's brand name. The City will not be responsible for returning samples. The City

may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

29. **INSPECTION:** The City shall have the right to inspect any and all materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful Bidder.
30. **CONDITIONS OF MATERIALS:** All materials and products supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.
31. **SAFETY STANDARDS:** The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended, and shall be in compliance with the Florida Statutes, Chapter 442, as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS). Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all OSHA and state safety regulations and requirements.
32. **PERFORMANCE:** Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the Bid shall be cause for cancellation of the Bid award, notwithstanding any additional requirements enumerated in the Special Conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.
33. **SUBCONTRACTING:** If a Bidder subcontracts any portion of the resultant contract for any reason, the Bidder must state the name and address of the subcontractor, the name of the person(s) to be contacted, type of work to be performed, dollar amount and percentage of contract amount to be shared on the "Schedule of Sub-Contracting" form located herein. The City reserves the right to reject any subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts in a similar nature.
34. **FAMILIARITY WITH LAWS:** The Bidder is presumed to have full knowledge of and be in compliance with all Federal, state, and local laws, ordinances, rules and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the Bidder will in no way relieve the Bidder of responsibility to adhere to such regulations.

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on the proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the Contract or no expense to the City.

35. **OTHER GOVERNMENTAL ENTITIES:** This Invitation to Bid is exclusive to the Southeast Florida Governmental Purchasing Cooperative. Therefore, if a Bidder is awarded a contract as result of this ITB, Bidder will, if Bidder has sufficient capacity or quantities available, provide to other governmental agencies within the Southeast Florida Governmental Purchasing Cooperative that are not listed within this solicitation, the products or services awarded in accordance with the terms and conditions of the resulting contract. The City of Boynton Beach, Procurement Services Representative contact stated within this document shall be advised prior to proposed additional participation. Prices shall be F.O.B. Destination to the requesting agency.

36. **INDEMNIFICATION:** The Bidder shall indemnify and hold harmless the City of Boynton Beach, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorney's fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Bidder or his subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Boynton Beach or its elected or appointed officials and employees. The City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the successful bidder under the indemnification agreement.
37. **FUNDING OUT:** This agreement shall remain in full force and effect only as long as the expenditures provided for in the agreement have been appropriated by the City Commission for the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.
38. **RECORDS/AUDITS:** The successful Bidder shall maintain during the terms of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The successful Bidder agrees to make available to the City's Auditor, during normal business hours and in Miami-Dade, Broward and Palm Beach counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract period.
39. **VERIFICATION OF EMPLOYMENT STATUS:** The City shall not intentionally award contracts to any contractor who knowingly employs unauthorized immigrant workers, constituting a violation of the employment provisions of the Immigration and Naturalization Act ("INA"). The successful Bidder agrees that such violation shall be grounds for the unilateral cancellation of the resultant Contract by the City.
40. **PALM BEACH COUNTY INSPECTOR GENERAL:** The successful Bidder shall be aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the successful Bidder and its subcontractors and lower tier subcontractors. The successful Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the successful Bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the City to be a material breach of this Contract justifying its termination. Each Bidder shall complete the Palm Beach County Inspector General Acknowledgement Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the proposal.
41. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**(CITY CLERK)
100 E BOYNTON BEACH BLVD.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
PYLEJ@BBFL.US**

END OF GENERAL CONDITIONS



SPECIAL CONDITIONS

1. **PURPOSE:** The City of Boynton Beach or Lead Agency is hereby seeking bids from qualified Bidders, herein referred to as the "Contractor", for Sod and Sod Installation for the City of Boynton Beach and participating governmental entities of the Southeast Florida Governmental Purchasing Cooperative at various locations within Miami-Dade, Broward and Palm Beach Counties, herein referred to at times as "Co-Op Agency/Entity" in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

2. **BIDDERS QUALIFICATIONS:** In order for proposals to be considered, Bidders must submit with their proposal, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder: maintains a permanent place of business; has technical knowledge and practical experience in the work and/or type of equipment included in this scope of work; has available the organization and qualified manpower to the work and has adequate financial status to meet the financial obligations incident to the work.

Contractor must be regularly engaged in the growing and/or installation of sod material. Labor crew shall be controlled and directed by a foreman with familiarity in landscape installation, plant material and reading blueprints. Labor crews are employees of the Contractor and as such receive any insurance and/or benefits, etc. Said Labor crew must be authorized to work in the United States.

Contractor must have a local stocking facility within Broward, Palm Beach, and/or Miami-Dade County to ensure that the requirements of each participating agency (Co-Op entities) are met.

3. **INFORMATION OR CLARIFICATION:** For information concerning procedures for responding to this solicitation, contact Ilyse Triestman, Purchasing Manager, at 561-742-6322 or email at triestmani@bbfl.us. In addition, for clarification and questions concerning the technical specifications, please submit questions via email provided within ten (10) days prior to the Bid opening to allow time for answers that may be formulated as a subsequent addendum.

4. **TRANSACTION FEES:** The City of Boynton Beach utilizes Onvia DemandStar to distribute solicitations and subsequent information. There is a minimal charge of \$5.00 associated with the download of the documents.

5. **PRICES:** The prices shall include all costs and expenses for labor, equipment, materials, commissions, transportation charges and expenses, labor and handling material, with any and all other costs and expenses for performing and completing the Work, to include all pallet costs and/or deposits.

Installation Pricing: Price offered for "Sod Installation" should be for service only. Materials will be purchased at the prices established under the respective line item.

6. **PRICING ZONES:** Pricing Zone Map is located herein as Attachment "B". Bidder shall submit pricing for each of the following zones:

North Broward: Commercial Boulevard  North to include Palm Beach County

Central Broward: Between Commercial Boulevard  and  Griffin Road

South Broward: Griffin Road  South to include Miami-Dade County

7. **DELIVERY:** Bidder shall quote a firm, fixed cost to include delivery F.O.B. to the City of Boynton Beach at locations identified in the Technical Specifications herein. Deliveries will be accepted Monday thru Friday from 8:00 A.M. to 4:00 P.M. with the exception of City observed holidays. Delivery time shall be computed in calendar days from the issuance of the purchase order, in accordance with the number of calendar days stated on the Bid Form herein.

Depending upon purchase order quantity, items must be ready for delivery within ten (10) working days after receipt of order. As previously mentioned, sod is to be F.O.B. delivered to any location within Miami-Dade, Broward and Palm Beach counties, to include the City of Boynton Beach in conjunction with the Co-op agencies service requirements.

Co-Op Agency reserves the right to require delivery/installation to be on certain days (Example: Only Monday – Thursdays) or to change the delivery times from an original arrangement. No deliveries will be accepted without receipt. Total quantity is subject to final measurements. It will be the contractor's responsibility to ensure that square footage per pallet is correct and according to Agency specifications. Agency will verify quantity upon delivery and notify contractor of any shortages.

All deliveries of sod shall be palletized and shall be unloaded with contractor's personnel and equipment. Pallets shall be placed at various points in the field to be sodden to allow for more efficient sodding operations. It is the responsibility of the driver delivering sod to have a Co-Op Agency representative sign a delivery receipt showing exact number of pallets of sod delivered. The Co-Op Agencies will not be responsible for any pallets left at the field site. It will be the responsibility of the successful Bidder(s) to pick up all pallets within twenty-four (24) hours of delivery.

8. **BID DOCUMENT:** The Contractor shall examine this Bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

9. **AWARD:** Award will be made to the responsive and responsible bidder(s), quoting the lowest price, for that goods and services identified, that will best serve the needs of the City of Boynton Beach. The City reserves the right to award to that Bidder who best serves the interest of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all Bids and to award or not award a contract based on this Bid solicitation.

The City shall award this contract to **two (2) bidders (primary, and secondary) by ITEM and/or BY GROUP**, to the lowest responsive, responsible bidder(s). Unit prices must be stated in the space provided on the Bid Schedule Form. For items in groups, it is necessary to bid on every item within the group, and all items in the group must meet specifications in order to be considered for award. In the event that any item in the group does not meet the specifications, the entire group will be disqualified.

The lowest awarded bidder in an item or group shall be considered the primary vendor and should receive the largest volume of work. It is therefore contingent upon the bidder(s) to Bid on every item within the group.

City reserves the right to reject any bidder who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award. CITY reserves the right to inspect all facilities of any bidder in order to make a determination as to the foregoing. The City or participating Co-Op agency further reserves the right to consider a Bidder's history of not meeting established work schedules on prior bids and/or poor quality of material supplied specifically on prior bids.

The City Commission or each participating Co-Op agency reserves the right to consider a Bidder's history of deficiencies in the industry in determining a Bidder's responsibility and further reserves the right to declare the low Bidder not responsible if said deficiencies warrant such determinations.

10. **NEWS RELEASES/PUBLICITY:** News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with this project shall not be made without prior City approval.
11. **CONTRACTORS' COSTS:** The City shall not be liable for any costs incurred by Bidders in response to this solicitation.
12. **RULES AND SUBMITTAL OF BIDS:** The signer of the Bid must declare that the only person(s) company or parties interested in the proposal as principals are named therein; that the Bid is made without collusion with any other person(s), company or parties submitting a Bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the Bid has full authority to bind the principal Bidder.
13. **APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS:** The Technical Specifications contained in this solicitation are to be used as a reference only (unless it is stated, NO SUBSTITUTIONS) and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Boynton Beach/Co-Op Agencies. The City/Co-Op is receptive to any product that would be considered by qualified City/Co-Op personnel as an approved equal.

The Contractor must clearly state in their Bid pages any variances to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information (product literature, etc.) in their proposal to enable the City/Co-Op to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the Bid, it may be rejected.

The City/Co-Op Agencies will be the sole judge in determining if the product proposed qualifies as approved equal. The City/Co-Op reserves the right to award to that Contractor which will best serve in the interest of the City/Co-Op as determined by the City/Co-Op. The City/Co-Op further reserves the right to waive minor variances to specifications and in the bidding process.

14. **CONTRACT PERIOD:** The terms of this contract shall be effective for **one (1) year effective on the date it is awarded by City Commission.** The City Commission may renew the contract, at the same terms and conditions, for *three (3) one-year terms* subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.
15. **COST ADJUSTMENTS:** If price adjustment is requested pursuant to the terms and conditions of this contract, the vendor/contractor must notify the City of Boynton Beach (Lead agency) **ninety (90) days prior to the current term's expiration date.** Said request for price adjustment must be detailed by submitting bona fide manufacturer's documents or price list reflecting changes and effective dates. Increases shall be limited to the actual cost increase to the contractor.

The City of Boynton Beach/Co-Op reserves the right to accept or reject the request for price increase within thirty (30) days after receipt of request from the contractor.

16. **COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement for work shall begin until such time as awardee(s) receives a City/Co-op purchase order. Goods or services received prior to issuance of a purchase order will be rejected.

The awardee(s) will receive individual purchase orders specifying the ship to address(es). The City/Co-Op locations may issue open (blanket) purchase orders as required. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, items will be ordered on an as needed basis through the use of an order form. Shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by the City/Co-Op as a result.

17. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request. **If progress payments are applied for, all invoicing and payment shall be stipulated under the Special Conditions section titled, Progress Payments."** Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach
Attn: Accounts Payable
P.O Box 310
Boynton Beach, Florida 33425

All invoices submitted shall consist of an original and one (1) copy as follows:

- Clearly referenced the subject Contract or Purchase Order number;
- Provide sufficient salient description to identify the goods and services for which payment is requested;
- Contain date of delivery and/or completion of phased services;
- Original or legible copy of a signed delivery receipt including both manual signature and printed name of the designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final invoice." The City will accept partial deliveries as long as the project is not interrupted as a result. The invoice shall contain the Bidder's Federal Employer Identification Number.

The City's terms of payment, unless otherwise stated in the Contract Documents are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items for payment must have been previously approved by the City and appear on the Contract or Purchase Order document to be binding on the City. Should the City return an invoice for correction, the Contractor shall re-submit a corrected invoice to the City for processing.

If subcontractors are contracted by the successful Bidder, said Bidder shall not submit an invoice without full payment being made and funds cleared to any and all subcontractors indicated on the invoice, if authorized beforehand by the City of Boynton Beach or Co-Op agencies.

Co-Op Agencies: Payments will be made in accordance with the accepted practice of the entities participating. In no case will the payment date exceed legal requirements.

18. **DISQUALIFICATION OF BIDDER:** More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. All Bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to review and/or rejection. The provision is not meant to prohibit submission of alternate Bids in separate sealed envelopes.
19. **ADJUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes or deviations shall be accepted on any item unless conditions or Technical Specifications or a Bid expressly so provide. All adjustments, changes or deviations shall require prior written approval and shall be binding **ONLY** if issued through the City's Procurement Services Division.
20. **PERFORMANCE/PAYMENT BOND:** No performance/payment bond required for this project.
21. **INSURANCE:** If the Contractor is required to go on to the City's property to perform work of services as a result of this ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City (see Exhibit "A") as specified herein.

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

Contractor shall be required to supply similar insurance certificates to the Co-Op agencies as per their respective requirements before commencement of the work.

22. **SPECIFICATIONS:** The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this Statement.

For the purposes of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

23. **TERMINATION DEFAULT:** In addition to all other remedies available to the City/Co-Op Agency, this Contract shall be subject to cancellation by the City/Co-Op for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

In the event that any of the provisions of the contract are violated by the successful Bidder, the City/Co-Op may serve written notice upon such Bidder of its intention to terminate the contract, and unless ten (10) days after serving such notice upon the Bidder, such violation shall cease and satisfactory arrangement for correction are made, the contract shall, upon expiration on the tenth day, cease and terminate.

The City/Co-Op Agency by written notice may terminate in whole or in part any purchase orders resulting from this invitation when such action is in the best interest of the City/Co-Op. If purchase orders are so terminated, the City/Co-Op shall be liable only for payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include cost of items already delivered plus reasonable cost of supply actions short of delivery. The City/Co-Op reserves the right to determine reasonableness submitted for said cost of supply actions.

The City/Co-Op may without cause and without prejudice to any other right of remedy, submit a written thirty (30) calendar days notice to the successful Bidder terminating the agreement between the Contractor and the City/Co-Op Agencies for convenience, whenever the City/Co-Op determines that such termination is in the best interest of the City/Co-Op. Where the agreement is terminated for the convenience of the City/Co-Op, the notice of termination to the successful Bidder must state that the contract is being terminated for the convenience of the City/Co-Op under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the successful Bidder shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary to complete any continued portions of the work.

25. **UNCONTROLLABLE CIRCUMSTANCES (“Force Majeure”):** The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay, or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:
- a) The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
 - b) The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
 - c) No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
 - d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement

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

27. **DEMOLITION AND DEBRIS REMOVAL:** The Contractor shall be responsible to remove all their debris from the site and clean affected work areas. Contractor shall keep the premises free of debris and unusable materials resulting from the Work and as Work progresses; or upon request by the City, shall remove such debris and materials from City property. The Contractor shall leave all affected areas as they were prior to beginning work.
28. **PROPERTY DAMAGE:** If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the City prior to the final acceptance of the Work. Such property shall include but not be limited to: structures, parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.
29. **REPORTS:** Upon request by the City/Co-Op agencies, successful Bidder must be capable of providing a semi-annual and annual report on all items purchased during the contract period. Report to include sod species, unit price, quantity and grand total of all purchases.
30. **PERMITS AND FEES:** If required, the Contractor shall procure and pay for all permits and licenses, charges, signed and sealed documents and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work. The cost of all permits, fees, etc. shall be included in the Bid price, except where noted in the specifications and requirements. **City Permit Fees shall be waived, except re-inspection fees.**
31. **STANDARDS:** Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:
 - Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
 - **A satisfactory record of performance;**
 - **A satisfactory record of integrity;**
 - Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
 - Supplied all necessary information in connection with the inquiry concerning responsibility.
32. **AWARD OF CONTRACT:** The low monetary bid will **NOT** in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award will be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

END OF SPECIAL CONDITIONS



TECHNICAL SPECIFICATIONS

“SOD AND SOD INSTALLATION”

1. Scope of Work:

It is the intent of these specifications to contract with qualified vendors to provide Sod and Sod installation on an “as needed” basis to the City of Boynton Beach and participating governmental entities of the Southeast Florida Governmental Purchasing Cooperative within Miami-Dade, Broward, and Palm Beach Counties, herein referred to at times as “Co-Op Agency/Entity”.

All work under this yearly contract shall be performed as specified by the respective Co-op agencies, and City of Boynton Beach project representative(s) with the highest quality while meeting all specifications, term and conditions stated herein.

Contractors must furnish all supervision, labor, materials, supplies and equipment as necessary to properly perform work described. No guarantee is given as to the amount of sod that will be required during the entire contract period.

Contractors shall use trained and skilled employees in this trade that are directly employed with their company, must furnish all supervision, labor, equipment, material, and supplies necessary to properly perform the work required, must be licensed as required by the State of Florida and insured as required by the City of Boynton Beach and Co-Op agencies.

2. Qualifications/Required Information:

Bidders are required to submit a list of five (5) past clients that has provided services within the last three (3) years (please see Bidder’s Qualification Statement attached). In addition, Bidders shall provide copies of license(s) and/or certification(s) to perform the work specified.

Failure to provide any required information (licenses/certifications or any other required documentation) may render the Bidder’s response as non-responsive.

3. Quantities:

All quantities stated on the proposal form are approximate based on the current estimates of work to be performed and the available funding. Actual quantities may be greater or less than stated on the Bid Form. The estimated quantities are estimates for the next twelve (12) months and not for any one (1) specific project. The Co-Op reserves the right to purchase small quantities of sod (1 to 4 pallets) from other vendors when needed for smaller projects, or if not immediately available from the contracted vendor(s). If required and requested, Contractor must have the ability to deliver and install up to 50,000 square feet of sod per day.

Orders in excess of 2,000 square feet shall be delivered and unloaded by contractor at one time. Sod will be ordered on an as needed, when needed basis. All sod to be delivered and unloaded by contractor and must be on pallets which are in good condition. Pallets are to be picked up by the contractor upon notification.

BID SPECIFICATION – PRICING ZONES
ESTIMATED QUANTITIES – PER YEAR, BY ZONE, IN SQUARE FEET

NOTE: The prices stated shall include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, labor for handling material, together with any and all other costs and expenses for performing and completing work, to include all pallet costs and/or deposits. Quantities below are represented as square footage. **Map of Pricing Zone is attached herein as Attachment “B”.**

1. **North Broward/Palm Beach County:** From Commercial Boulevard.....North including Palm Beach County and all areas east and west within both county lines.

Estimated quantities represent anticipated yearly requirements for Cities of Boynton Beach, Coconut Creek, Coral Springs, Deerfield Beach, Margate, Pompano Beach, Tamarac, Town of Palm Beach and West Palm Beach.

N. Broward – Palm Beach County

<u>Latitude 36 Bermuda</u>	<u>St. Aug. Floratam</u>	<u>St. Aug. Palmetto</u>	<u>Bahia Argentine</u>	<u>Bermuda 419 Certified</u>	<u>Bermuda Celebration</u>	<u>Paspalum Sea Dwarf</u>
3,000	447,025	75,000	62,600	65,000	420,200	36,000

2. **Central Broward:** Between Commercial Boulevard ←and→ Griffin Road, including all areas east and west within Broward County line.

Estimates represent anticipated yearly requirements for Town of Davie; Cities of Fort Lauderdale, Lauderdale Lakes, Lauderhill, Oakland Park, Sunrise and Wilton Manors.

Central Broward

<u>St. Aug. Floratam</u>	<u>St. Aug. Palmetto</u>	<u>Bahia Argentine</u>	<u>Bahia Pensacola</u>	<u>Bermuda 328 Cert.</u>	<u>Bermuda 419 UnCert.</u>	<u>Bermuda 419 Certified</u>
293,685	41,515	124,515	15	15	20	18,520

<u>Bermuda Celebration</u>	<u>Bermuda Tif Dwarf</u>	<u>Paspalum Sea Dwarf</u>	<u>Ultimate Flora Zoysia</u>	<u>Hammock Centipede</u>
125,015	1,015	1,015	7,015	1,015

3. **South Broward/Miami-Dade:** From Griffin Road.....South, including Miami-Dade County and all areas east and west within both county lines.

Estimated quantities represent anticipated yearly requirements for Cities of Cooper City, Coral Gables, Hallandale Beach, Hollywood, Miami Beach, Miramar and North Miami Beach.

S. Broward – Miami-Dade County

<u>St. Aug. Floratam</u>	<u>St. Aug. Palmetto</u>	<u>Bahia Argentine</u>	<u>Bermuda 419 Certified</u>	<u>Bermuda Celebration</u>	<u>Wildflower Sod</u>
149,750	81,250	13,250	240,000	122,500	5,000

4. Adding or Deleting Campus/Center Locations:

The City may, during the term of the contract, add or delete service, wholly or in part at any of the listed locations. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site is added to listing herein and to the contract, the bidder shall invoice utilizing the prices quoted herein.

The following are a listing of Co-op Agencies that may require deliveries at different locations within their respective municipalities. The list of contact persons should **not be** contacted during the bidding process; only the Purchasing Representative contact listed within this Invitation to Bid shall be contacted.

<u>ENTITY</u>	<u>CONTACT</u>	<u>PHONE #</u>	<u>E-MAIL ADDRESS</u>	<u>ADDRESS</u>
City of Boynton Beach	Ilyse Triestman, Procurement Services	561-742-6322	triestmani@bbfl.us	100 E. Boynton Beach Blvd., Boynton Beach, FL 33425
City of Coconut Creek	Terry Adjodha, Public Works Lead Worker	954-956-1491	tadjodha@coconutcreek.net	4800 W. Copans Rd. Coconut Creek, FL 33063
City of Cooper City	Kerri Anne Fisher	954-434-4300 ext. 297	purchasing@coopercityfl.org	9090 SW 50 Pl., Cooper City, FL 33328
City of Coral Gables	Maritza Suarez	305-441-5745	Msuarez2@coralgables.com	2800 S 72 Ave., Miami, FL 33155
City of Coral Springs	Leo Bermudez	954-344-1101	lbermudez@coralsprings.org	9500 W. Sample Rd., Coral Springs, FL 33065
Town of Davie	Rebecca Moreau	954-797-1015	rmoreau@davie-fl.gov	6591 Orange Dr., Davie, FL 33314
City of Deerfield Beach	Paul Collette	954-480-4418	pcollette@deerfield-beach.com	401 SW 4 St., Deerfield Beach, FL 33441
City of Ft. Lauderdale	Stefan Mohammed	954-828-5351	smohammed@fortlauderdale.gov	100 N. Andrews Ave., Ft. Laud., FL 33301
City of Hallandale Beach (Parks)	Joe Tollis	954-457-3063	jtollis@cohb.org	400 S. Federal Hwy., Hallandale Bch., FL 33009
City of Hallandale Beach (Public Works)	Randy Stovall	954-457-1615	rstovall@cohb.org	630 NW 2 nd St., Hallandale Bch., FL 33009
City of Hollywood (Parks)	Jason Haynes	954-921-3404	jhaynes@hollywoodfl.org	2600 Hollywood Blvd. Hollywood, FL 33020

<u>ENTITY</u>	<u>CONTACT</u>	<u>PHONE</u> <u>#</u>	<u>E-MAIL ADDRESS</u>	<u>ADDRESS</u>
City of Lauderdale Lakes	Vincent Richmond	954-535- 2819	vincentr@lauderdalelakes.org	4300 NW 36 St., Lauderdale Lakes, FL 33319
City of Lauderdalehill	Tamica Dennis	954-730- 4224	tdennis@lauderdalehill-fl.gov	5581 W. Oakland Park Blvd., Lauderdalehill, FL 33313
City of Margate	Ben Trapani	954-658- 7693	btrapani@margatefl.com	5790 Margate Blvd., Margate, FL 33063
City of Miami Beach	William Garviso	305-673- 7000 ext. 6650	williamgarviso@miamibeachfl.gov	1755 Meridian Ave., 3 rd FL., Miami Beach, FL 33139
City of Miami Gardens	Latora Francis	305-622- 8000 Ext. 2489	lfrancis@miamigardens-fl.gov	18605 NW 27 Ave., Miami Gardens, FL 33056
City of Miramar	Brenda Martin	954-602- 3311	bamartin@miramarfl.gov	2300 Civic Center Pl., Miramar, FL 33025
City of North Miami Beach	Meghan Bennett	305-948- 2946	Meghan.bennett@citynmb.com	17011 NE 19 Ave., North Miami Bch., FL 33162
City of Oakland Park	Lisa Hill	954-630- 4518	lisah@oaklandparkfl.gov	3650 NE 12 Ave., Oakland Park, FL 33334
City of Pompano Beach	Anthony Orlando	954-786- 4012	Anthony.orlando@copbfl.com	1190 NE 3 Ave., Pompano Bch., FL 33060
City of Sunrise	Wendy Lorenzo	954-572- 2485	wlorenzo@sunrisefl.gov	10770 W. Oakland Park Blvd., Sunrise, FL 33351
City of Tamarac	Keith Glatz, for Contract	954-597- 3567 (Keith); 954-597- 3717 (Levertis)	Keith.glatz@tamarac.org ; levertisb@tamarac.org	7525 NW 88 Ave., Tamarac, FL 33321
Town of Palm Beach	Eugene M. Bitteker	561-227- 7006	ebitteker@townofpalmbeach.com	951 Okeechobee Rd., W. Palm Bch., FL 33401
City of West Palm Beach	Josephine Grosch	561-822- 2107	jgrosch@wpb.org	401 Clematis St., W. Palm Bch., FL 33401
City of Wilton Manors	David. J. Archacki	954-390- 2190	darchacki@wiltonmanors.com	2020 Wilton Dr., Wilton Manors, FL 33305

5. Pick-up Option:

Depending upon purchase order quantity, items must be ready for pickup. Participating agencies reserve the right to pick up with their own vehicle any requirement under 2,000 square feet of sod, but will require delivery of any order in excess of 2,000 square feet to be delivered and unloaded by the contractor at one time.

6. Performance:

The sod material delivered under this contract must be of the highest quality and meet all Federal, State, and local laws. All sod installation work must meet the enclosed specifications and be approved by the ordering Co-Op agency. Any sod delivered and/or installed not meeting the specifications outlined in this Invitation to Bid shall be replaced at the discretion of the Co-Op agency.

If any material is damaged or destroyed through the fault of the awarded contractor, the item must be replaced within forty-eight (48) hours at the contractor's expense. The replacement sod must be the same species and size. Failure to adhere to the above requirements may result in the cancellation of the contract.

7. Quality Assurance:

All sod furnished under this ITB shall be of commercial quality grade as specified by the Southern Seed Certification Association, Inc.

Contractor's superintendent shall be well versed in Florida sod material and planting operations. All employees shall be competent and highly skilled in their particular job responsibility in order to properly perform the work. The Contractor is responsible for maintaining the quality of the material on the job throughout the duration of the contract.

Any nursery supplying sod that has represented the quality of the sod as being higher than the actual grade as determined under this section shall remove from the project all sod already delivered. Also, the nursery shall not be allowed to supply any additional sod until written evidence is submitted by the Contractor and confirmed by the Grounds Maintenance departments of the participating Co-Op agencies that all material has been inspected and approved by the State Plant Board as being of the quality as represented.

The Co-Op has the option to inspect the sod fields prior to the awarding of the Bid and any time during the contract period in order to assure that the sod quality meets the Bid specifications. Compliance with all current restrictions is regarded to movement of the sod into or within areas which are outside of quarantine boundaries for the white fringed beetle and the imported fire ant, as issued by the following agencies:

- a. U.S. Department of Agriculture, Animal and Plant Health Inspection Services
- b. Florida Department of Agriculture, Division of Plant Industry

All botanical and common names for sod have been from Hortus Third, 1976 edition. Names of varieties not included therein have been generally derived from names accepted in the landscape industry. Where the local nomenclature of the common name differs, the local nomenclature has been used.

The sod shall be nursery grown, except where specified otherwise, and shall comply with all required inspectors, grading standards, and plant regulations as set forth by the Florida Department of Agriculture.

8. Substitutions:

Substitutions of sod types shall be permitted only upon submission of documented proof that the particular type specified is not obtainable. Substitute shall be submitted for approval by the Grounds and/or Landscape Maintenance departments of the participating Co-Op agencies. The Agencies reserve the right to obtain the sod requested from another source.

9. Guarantee:

The guaranteeing sod shall be construed to mean complete and immediate replacement of sod if it is:

- a. Not in a healthy growing condition
- b. There is a question to its survival ability at the end of the Guarantee period.
- c. Sod is dead.
- d. Contains excessive weed contamination.
- e. Infestation of any pests and/or bugs (i.e. fringed beetle)

Replacement of sod shall be of the same species as that of the plant to be replaced. The guarantee shall be null and void for sod which is damaged, unhealthy, or dies as a result of Acts of God, limited to hail, freeze and winds which exceed hurricane force; providing the sod was in healthy growing condition prior to these Acts of God.

10. Transportation:

Movement of sod shall comply with all Federal, State and local laws and regulations. Sod shall be transported on vehicles of adequate size.

11. Work Schedule:

Contractor shall guarantee delivery and/or work schedule within **ten (10) calendar days after notification** of each project. If Contractor cannot make sod delivery and/or work schedule within ten (10) calendar days, the Co-Op Agency has the option to obtain sod from the secondary awarded vendor. If the secondary vendor cannot deliver or meet the work schedule with the ten (10) calendar days, then the City/Co-Op reserves the right to contact another vendor who can deliver and/or meet the work Schedule. Depending upon the circumstances, the City/Co-Op may document the deficiency in the permanent file as non-performance. Contractor shall:

- a. Deliver sod on pallets with root system protected from exposure to wind and sun.
- b. Deliver sod in quantities capable of being installed within forty-eight (48) hours of cutting. All installation of sod must be completed within twenty-four (24) hours after delivery to installation site.

12. Traffic Control and Protection:

The plans for traffic control within work sites shall be developed with safety concerns as a high priority. The plans should include protection at work site when work is in progress and when operations have been halted (such as during the night). Provisions for the protection of work crew, traffic control personnel, pedestrian and motorists shall be addressed. In all cases, the operation plan for traffic control and protection shall include provisions for the following:

- a. Advance warning
- b. Clear view of work site
- c. Roadway delineation
- d. Regulatory information
- e. Hazard warning
- f. Barriers
- g. Pedestrian safety
- h. Access
- i. Location of vehicles and equipment
- j. Night safety
- k. Personnel training
- l. Traffic control and protection devices (see Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations.

A written plan detailing traffic control and safety protection should, if required by a Co-Op agency, be prepared by the successful Bidder. This plan will be part of the continuing contract requirements.

13. Sod Installation:

Installation shall be in accordance with the guidelines specified by the Southern Seed Certification Association, Inc. and including but not limited to the following:

- Installer must be equipped with proper tools to cut and smooth out depressions created by loaders, forklifts, etc. and must have on-site equipment to move sod pallets. Ground preparation will be the responsibility of the Agency(ies).
- All sod shall be planted within forty-eight (48) hours of cutting and shall be kept shaded and moist. Sod shall be carefully placed edge-to-edge by hand with tightly fitted joints (overlapping will not allowed).
- Sod shall be immediately pressed firmly into place by hand tamping or roller. The installation operation shall provide a true and even surface and ensure knitting without displacement to sod or deformation of the surface of the sodded areas. Areas inaccessible to roller shall be hand tamped.
- On slopes having a ratio greater than or equal to 1:3, sod shall be pegged into place with not less than two stakes per square yard.
- Installer shall clean all adjacent areas soiled during installation and remove all pallets from site.

14. Installation (Where Applicable):

The sod shall be moist and shall be placed on moist soil. Pitchforks shall not be used in handling sod, and dumping from vehicles shall **not** be permitted. The sod shall be carefully placed by hand, edge-to-edge, in rows at right angles to the slope, commencing at the base of the area to be sodden and working upward. The sod shall be immediately pressed firmly into contact with sod bed to provide a true and even surface and ensure knitting without displacement of sod or deformation of the surfaces of the sodden area. The edges of the sodden areas shall be staggered in a corresponding manner, providing the offset along the edge does not exceed six inches (6"). All vertical edging adjacent to sodden areas shall be tamped as to produce a feather edge. Should Contractor use a roller, they shall coordinate its use as necessary to avoid damage to other work in place.

On slopes having a ratio of one in three or greater, peg the installed sod into place with not less than two stakes per square yard.

Immediately after completing placement of sod, begin water operation. Water shall be applied in the amount necessary to keep the sod moistened to the full depth of the root zone for a period of not less than two (2) weeks.

After the sod has been installed, pallets and other debris created by the Contractor shall be removed from the project. Any paved areas, including curbs and sidewalks which have been strewn with soil, sod waste or fertilizer shall be thoroughly swept.

In the event that weeds or other undesirable vegetation became prevalent to such an extent that either cut or uncut they threaten to smother the grass species, they shall be removed as directed by the Grounds Maintenance Supervisor of the appropriate agency. If necessary, it shall be replaced as needed.

Installation must be in staggered joints, edge to edge, as tight as possible. All sod shall be alive, fresh, uninjured, and free of insects, pests, weeds, disease and Nematodes.

TECHNICAL SPECIFICATIONS - CONTINUED
SOD SPECIFICATIONS/DESCRIPTIONS

NOTE: There is sod details in the specifications which are not accounted for in the estimated quantities requested herein. However, the City of Boynton Beach/Co-op may request quantities/orders for the unaccounted sod items during the course of the contract.

1. GENERAL BID SPECIFICATIONS – ALL TYPES OF SOD:

The sod shall be a uniform thickness of 1 ½" with a maximum of ½" thatch allowable. Sod shall be in either slabs or rolled strips of uniform length and width measurement no less than 12" x 24". The Co-Op agencies have the option to order either slabs or rolled strips of sod.

All sods shall be well matted with a dense root system and of firm, tough texture having a compact top growth and heavy root development; shall be free of objectionable grassy and broad-leaf weeds. Sod shall not be accepted if it contains Bermuda grass. (Note: this sentence does not apply to Bermuda items). Sod sections shall be strong enough to support their own height and retain their size and shape when suspended vertically from a firm grasp on the upper ten percent (10%) of the section. Sod shall not be harvested or transplanted when moisture content (excessively dry or wet) may adversely affect its survival. Sod sections shall be relatively uncompressed. The solid embedded in the sod shall be clean earth, free of stones and debris.

The sod shall have been mowed at least three (3) times with a lawn mower, with final mowing not more than seven (7) days prior to the sod being cut for placement. The sod shall be provided in commercial pad sized measuring not less than twelve inches (12") by twenty-four inches (24") and shall be live, fresh, and uninjured at the time of placement. It shall be machine cut at a uniform sort of thickness of 5/8", plus or minus ¼" at time of cutting. Measurement for thickness shall exclude top growth and thatch. The sod shall be live, fresh, and uninjured at the time of planting. It shall be shaded and kept moist from the time it is cut until it is planted.

This section specifies the furnishing and/or installing of sod. The following contains a specific description of the sods being requested and sod installation specifications:

- A. **ST. AUGUSTINE FLORATAM SOLID SOD:** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
- B. **ST. AUGUSTINE PALMETTO:** Same specification as Floratam, but more compact and more shade tolerant. Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
- C. **BAHIA – ARGENTINE BAHIA GRASS:** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:

- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

D. BAHIA – PENSACOLA BAHIAGRASS: Pensacola Bahiagrass is the most widely grown bahiagrass today. It has been established on several million acres of roads, lawns, pastures, forage, and conservation lands in the Southern states of USA since its discovery in 1935 by Ed Finlayson of the Escambia County Extension Service, subsequently selected for widespread use in that area.

It has an extensive root system – long, slim (narrow) leaves with a root system that grows to depths of 7-10 feet, which imparts excellent drought tolerance. It also tolerates either hot or cold temperatures as well. It produces an abundance of seedheads, which reduces its desirability for use as a lawn grass but makes it suitable for roadside plantings. It has longer and narrower leaf blades than Argentine.

With more cold-tolerance than other Bahia's, it can be grown further North toward and in the transition zone. Top growth is usually killed by "mild frost" but it recovers fast with warm weather. In colder areas, the Pensacola variety produces more early and late season forage growth than the other Bahia varieties.

It was originally used as a pasture grass on the sandy soils of the southeastern United States, and is popular low maintenance lawngrass for infertile soils that does not require high inputs of fertilizers. Although bahiagrass does not produce a high-quality, dense, dark green lawn like some other warm-season lawngrasses, it does provide a good low maintenance lawn where slightly reduced visual quality is acceptable.

It does not form excessive thatch. It may be grown from seed, which is abundant and relatively cheap, or it may be established from sod, sprigs, of plugs. It has relatively few disease problems, and mole crickets are the only primary insect problem.

- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

E. CERTIFIED AND UNCERTIFIED BERMUDA (Tifway 419): As required, sod is to be certified by the Southern Seed Certification Association, Inc. An official labeling certificate is to accompany each shipment of sod.

- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
- Machine cut pad size: 12" x 24" (except for "Big Roll Bermuda sod" which shall be delivered as harvested 42" wide x 100' long rolls) x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

- F. CERTIFIED BERMUDA (Tifgreen 328): Sod is to be certified by the Southern Seed Certification Association, Inc. An official labeling certificate is to accompany each shipment of sod.
- Bermuda sod shall be premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristic upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
 - Machine cut pad size: 12" x 24" (except for "Big Roll Bermuda sod" which shall be delivered as harvested 42" wide x 100' long rolls) x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
- G. BERMUDA CELEBRATION: A selected mutation of *Cynodon dactylon*, a hybrid cultivar of Bermuda, chosen specifically for its dark blue-green color, low growing habit, adaptability to light-moderate shade, excellent drought tolerance and ability to reduce production costs while demonstrating desirable growth characteristics. Commercial quality grade as specified by the Southern Seed Certification Association Inc. including but not limited to the following:
- Bermuda sod shall be premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristic upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
 - Machine cut pad size: 12" x 24" (except for "Bid Roll Bermuda sod" which shall be delivered as harvested 42" wide x 100' long rolls) x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
- H. BERMUDA TIF DWARF: Wide adaptation throughout the warm-humid and warm semi-arid climates of the southern United States. Fine texture and relatively high shoot density. Good low temperature hardiness. Minimal seed head formation. Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
- I. PASPALUM SEA DWARF: SeaDwarf™ Seashore Paspalum is the only dwarf of Seashore Paspalum. It is a warm-season turfgrass with a fine texture. SeaDwarf has a green color and tolerates a wide range of mowing heights, about 1/8" to about 1". It can be irrigated with low quality water. Potable, effluent, reclaimed, even seawater under the right conditions can be used as an irrigation source. Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
- J. SEASLE SUPREME SEASHORE PASPALUM – CERTIFIED: Sealsle Supreme is a new and improved semi-dwarf seashore paspalum cultivar developed at the University of

Georgia for tees, greens, fairways and roughs. Like predecessors Sealsle 1 and Sealsle 2000, Sealsle Supreme requires less nitrogen, fertilization and less water than many other warm season cultivars. More importantly, Supreme has a higher inherent salinity tolerance level than the other paspalums available today. It is a grass that thrives on salt water. In fact, it can tolerate extremely poor alternate water sources including sea water-fresh water blends with proper management practices. It also grows quite well when watered from recycled or effluent sources.

- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" x 24" x 3/4" (+ 1/4") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

Sealsle Supreme is being hailed as the ideal wall-to-wall turfgrass solution for golf courses around the world, with the following characteristics:

- Excellent Salt Tolerance – Can be irrigated with brackish water with proper management.
- Tolerates gray water and effluent.
- Handles wide range of soil pH levels: 4.0-9.8
- High tolerance to salt spray, water logging and periodic inundations.
- Low fertilization requirements
- Minimal pesticide requirements
- Good rooting in sandy, clay or muck-type soils.
- Darker green color than Bermuda grass.
- Can be overseeded with Bentgrass-Ryegrass-Alkaligrass Blends.
- Excellent low light intensity tolerance (cloudy, foggy, smoggy) conditions.
- Root growth and functionality still maintained in 40-55 ¼ soil temperature range.
- Low tree shade tolerance (similar to Bermuda).

K. ULTIMATE FLORA® ZOYSIA: Ultimate Flora® Zoysia, a variety of Zoysia japonica, was developed in Florida by researchers at the University of Florida. This grass is a patented product of the University of Florida Turf Program. It was selected and bred for darker leaf color, fewer seed heads, a more refined leaf structure and, depending on location, faster growth rate than the long-standing Meyer zoysia grass. Ultimate Flora® Zoysia is well suited for use in parks and common areas in warm-season climates. Growers of Ultimate Flora® Zoysia shall be licensed by Environmental Turf, Inc.

- Sod pieces shall be 16" x 24" x 1/2" excluding top growth and thatch. Must be free of weeds or other grasses. Sod shall be well matted with strong developed roots and be not less than six (6) months old.
- Each pallet shall contain a minimum of 400 square feet and be cut within twenty-four (24) hours prior to delivery.
- Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.
- Sod containing Bermuda grass will not be accepted.

L. HAMMOCK® CENTIPEDE: Hammock® Centipede is a patented product of the University of Florida Turf Program. It is more heat tolerant than other Centipede cultivars. It was bred in South Florida and developed for use as a lawn that can stand up to the summer heat. Low-maintenance features make it highly attractive. Once established, it will need to be mowed less than six (6) times per year. It is suitable for roadways, medians and public common area lawns. Probably not suitable for high-traffic areas. Finer texture than St. Augustine grasses. Darker green color than many existing varieties of Centipede. Growers of Hammock Centipede shall be licensed by Environmental Turf, Inc.

- Sod pieces shall be 16" x 24" x 1/4" excluding top growth and thatch. Must be free of weeds and other grasses. Sod shall be well matted with strong developed roots and be not less than six (6) months old.
- Each pallet shall contain a minimum of 400 square feet and be cut within twenty-four (24) hours prior to delivery.
- Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.
- Sod containing Bermuda grass will not be accepted.

M. WILDFLOWER SOD: Wildflower sod is a lush mat of wildflower plants with these flowers in sod form. The sod is easily laid in place and is a popular alternative to a manicured garden, as they are low maintenance requiring little water and reduce mowing frequency once established. Unlike popular belief, wildflowers are difficult to germinate from seed (most have a germination rate of 50% to 70%). Wildflower sod is the perfect answer because over 3/4 of the seeds are already germinated and grown approximately 3-6 inches.

- Wildflower sod shall be furnished in using the same machine cut pad size: 12" x 24" x 3/4" (+ 1/4").
- The sod pads shall be composed of densely packed, at least 75mm tall – approx. 3 inches – perennial wildflower plants with well developed root systems.
- Plants shall be mature enough to bloom within six (6) to eight (8) weeks after planting.
- The Wildflower sod shall contain a minimum of 4-5 varieties of hardy, native, perennial plants, and all must contain plants compatible with both Zone 10 and Zone 11.
- Sod shall contain a mix of native wildflowers within a sod form to include but not limited to:
 - Coreopsis Verticillata
 - Coreopsis Grandiflora
 - Coreopsis Tinctoria
 - Gaillardia Pulchella
 - Dune Sunflower
 - Coneflower

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THE DOCUMENTS

BEHIND THIS PAGE

***CONTAINS ATTACHMENTS
REFERENCED WITHIN THE DOCUMENT***



ATTACHMENT "A"
City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

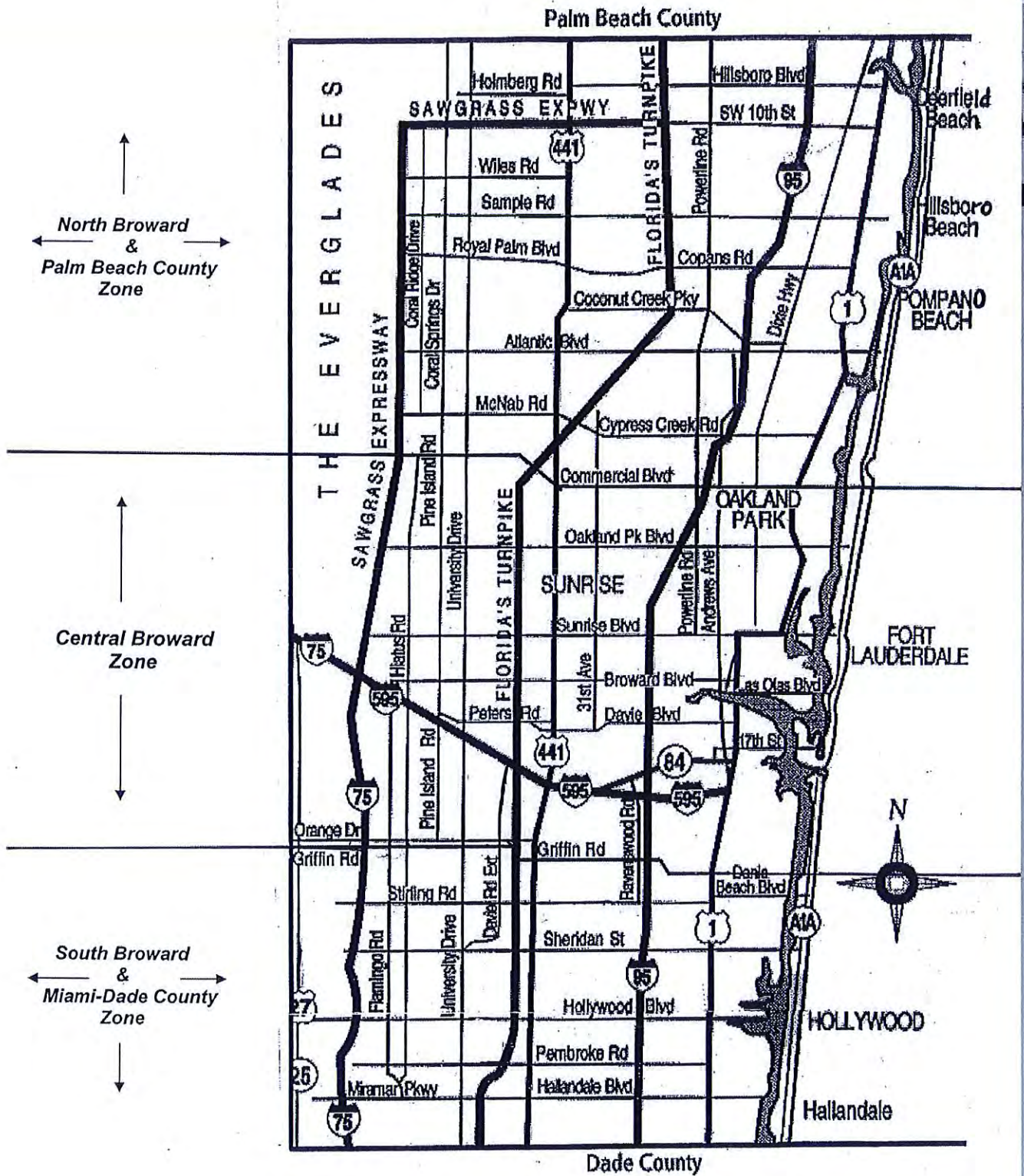
Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.) The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: (NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)

<u>TYPE</u> (Occurrence Based Only)	<u>MINIMUM LIMITS REQUIRED</u>	
General Liability	General Aggregate	\$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	\$ 1,000,000.00
Liquor Liability	Each Occurrence	\$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)\$	50,000.00
Employees & Officers	Med. Expense (any one person)	\$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	\$ 300,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	\$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	\$ 1,000,000.00
Any Auto	Other Than Auto Only	\$ 100,000.00
Garage Keepers Liability	Each Accident	\$ 1,000,000.00
	Aggregate	\$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	\$ 100,000.00
	Disease, Policy Limit	\$ 500,000.00
	Disease Each Employee	\$ 100,000.00
Property		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCEADVISORYFORM05

ATTACHMENT "B"

PRICING ZONES



The City of Boynton Beach



Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 1

DATE: July 26, 2018
BID No. 033-2730-18/IT – SOD AND SOD INSTALLATION

Information included in this addendum will have a material impact on the submittal for this solicitation. In case of a conflict between the original solicitation and this Addendum, this **Addendum No. 1** shall govern. Words in ~~striketrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The Bid due date remains unchanged and is **August 3, 2018, no later than 2:30 P.M.** **Location remains the same.**
2. As a point of clarification: As it relates to Ultimate Flora Zoysia sod, Bid Item No. 83, Empire Zoysia or comparable brands of similar Zoysia sod meeting the specifications are acceptable substitutions. Indicate in a comment on the bid sheet what brand you are offering. Please do not alter the bid sheet in any other way. Do not strike-thru any reference; simply include a comment/note at the bottom of the price sheet. Further, include a brochure or specifications on the Zoysia sod you are offering.

If you have any further questions or require additional clarification, please e-mail Ilyse Triestman, Purchasing Manager, triestmani@bbfl.us or phone (561) 742-6322.

Sincerely,

A handwritten signature in black ink that reads "Tim W. Howard".

Tim W. Howard
Assistant City Manager - Administration

The City of Boynton Beach



Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ACKNOWLEDGEMENT OF ADDENDUM No. 1 "SOD AND SOD INSTALLATION"

BID No.: 033-2730-18/IT

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 1 WITH RFP PACKAGE FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

PRINT NAME OF AUTHORIZED
REPRESENTATIVE

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

NAME OF COMPANY

DATE

The City of Boynton Beach



Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 2

DATE: July 27, 2018
BID No. 033-2730-18/IT – SOD AND SOD INSTALLATION

Information included in this addendum will have a material impact on the submittal for this solicitation. In case of a conflict between the original solicitation and this Addendum, this **Addendum No. 2** shall govern. Words in ~~striketrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The Bid due date remains unchanged and is **August 3, 2018, no later than 2:30 P.M.**
Location remains the same.
2. As a point of clarification: As it relates to the Zoysia sod that was revised per Addendum 1, the addendum only referenced Bid Item No. 83; however, it was the intent of the addendum that this revision would apply to all bid items for Zoysia, including Bid Items 57 – 61.

If you have any further questions or require additional clarification, please e-mail Ilyse Triestman, Purchasing Manager, triestmani@bbfl.us or phone (561) 742-6322.

Sincerely,

A handwritten signature in black ink that reads "Tim W. Howard".

Tim W. Howard
Assistant City Manager - Administration

The City of Boynton Beach



Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ACKNOWLEDGEMENT OF ADDENDUM No. 2 "SOD AND SOD INSTALLATION"

BID No.: 033-2730-18/IT

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 2 WITH RFP PACKAGE FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE."

PRINT NAME OF AUTHORIZED
REPRESENTATIVE

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

NAME OF COMPANY

DATE

BID NO.: 066-2730-16/JMA
SOD AND SOD INSTALLATION GROUPS 1 - 14 SOUTH

MULLINGS ENGINEERING SERVICES, INC.			ODUM'S SOD, INC.			SUNSET SOD INC.		
GROUP 1 ST. AUGUSTINE "FLORATAM" SOUTH			ST. AUGUSTINE "FLORATAM" SOUTH			ST. AUGUSTINE "FLORATAM" SOUTH		
1.0	Under 2,000 SF, picked up by agency	\$0.400		\$0.36			\$0.450	
2.0	Under 2,000 SF, delivered & unloaded	\$0.490		\$0.46			\$0.497	
3.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$0.490		\$0.46			\$0.487	
4.0	Sod Installation - for sod provided by others	\$0.01		NO BID			\$0.010	
5.0	Sod Installation only - at time of delivery	\$0.10		\$0.24			\$0.180	
GROUP 1 - TOTAL:		\$1.490		\$1.520			\$1.624	
GROUP 2 ST. AUGUSTINE "PALMETTO" SOUTH			ST. AUGUSTINE "PALMETTO" SOUTH			ST. AUGUSTINE "PALMETTO" SOUTH		
6.0	Under 2,000 SF, picked up by agency	\$0.41		\$0.38			\$0.450	
7.0	Under 2,000 SF, delivered & unloaded	\$0.50		\$0.48			\$0.507	
8.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$0.50		\$0.48			\$0.507	
9.0	Sod Installation - for sod provided by others	\$0.01		NO BID			\$0.010	
10.0	Sod Installation only - at time of delivery	\$0.10		\$0.24			\$0.180	
GROUP 2 - TOTAL:		\$1.520		\$1.580			\$1.654	
GROUP 3 BAHIA "ARGENTINE" SOUTH			BAHIA "ARGENTINE" SOUTH			BAHIA "ARGENTINE" SOUTH		
11.0	Under 2,000 SF, picked up by agency	\$0.12		\$0.21			\$0.260	
12.0	Under 2,000 SF, delivered & unloaded	\$0.20		\$0.28			\$0.399	
13.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$0.20		\$0.28			\$0.385	
14.0	Sod Installation - for sod provided by others	\$0.01		NO BID			\$0.010	
15.0	Sod Installation only - at time of delivery	\$0.08		\$0.24			\$0.180	
GROUP 3 - TOTAL:		\$0.610		\$1.01			\$1.234	
GROUP 4 BAHIA "PENSACOLA" SOUTH			BAHIA "PENSACOLA" SOUTH			BAHIA "PENSACOLA" SOUTH		
16.0	Under 2,000 SF, picked up by agency	\$0.12		NO BID			\$0.260	
17.0	Under 2,000 SF, delivered & unloaded	\$0.20		NO BID			\$0.399	
18.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$0.20		NO BID			\$0.385	
19.0	Sod Installation - for sod provided by others	\$0.01		NO BID			\$0.010	
20.0	Sod Installation only - at time of delivery	\$0.08		NO BID			\$0.180	
GROUP 4 - TOTAL:		\$0.610		NO BID			\$1.234	

BID NO.: 066-2730-16/JMA
SOD AND SOD INSTALLATION GROUPS 1 - 14 SOUTH

MULLINGS ENGINEERING SERVICES, INC.			ODUM'S SOD, INC.			SUNSET SOD INC.		
GROUP 5 BERMUDA TIFWAY 419 "CERTIFIED" SOUTH			BERMUDA TIFWAY 419 "CERTIFIED" SOUTH			BERMUDA TIFWAY 419 "CERTIFIED" SOUTH		
21.0	Under 2,000 SF, picked up by agency	\$0.29	NO BID			\$0.475		
22.0	Under 2,000 SF, delivered & unloaded	\$0.38	NO BID			\$0.595		
23.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$0.38	NO BID			\$0.585		
24.0	Sod Installation - for sod provided by others	\$0.01	NO BID			\$0.010		
25.0	Sod Installation only - at time of delivery	\$0.10	NO BID			\$0.200		
26.0	42" Wide Rolls, delivered, unloaded, installed (NOTE: Estimate quantity 20,000 SF/Year)	\$0.48	NO BID			\$0.720		
GROUP 5 - TOTAL:		\$1.640	\$0.000			\$2.585		
GROUP 6 BERMUDA TIFWAY 419 "UNCERTIFIED" SOUTH			BERMUDA TIFWAY 419 "UNCERTIFIED" SOUTH			BERMUDA TIFWAY 419 "UNCERTIFIED" SOUTH		
27.0	Under 2,000 SF, picked up by agency	\$0.29	NO BID			\$0.469		
28.0	Under 2,000 SF, delivered & unloaded	\$0.38	NO BID			\$0.585		
29.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$0.38	NO BID			\$0.575		
30.0	Sod Installation - for sod provided by others	\$0.01	NO BID			\$0.010		
31.0	Sod Installation only - at time of delivery	\$0.10	NO BID			\$0.200		
GROUP 6 - TOTAL:		\$1.160	\$0.000			\$1.839		
GROUP 7 BERMUDA TIFGREEN 328 SOUTH			BERMUDA TIFGREEN 328 SOUTH			BERMUDA TIFGREEN 328 SOUTH		
32.0	Under 2,000 SF, picked up by agency	NO BID	NO BID			\$1.250		
33.0	Under 2,000 SF, delivered & unloaded	NO BID	NO BID			\$1.300		
34.0	2,000 SF or more - but less than truckload, delivered& unloaded	NO BID	NO BID			\$1.300		
35.0	Sod Installation - for sod provided by others	NO BID	NO BID			\$0.010		
36.0	Sod Installation only - at time of delivery	NO BID	NO BID			\$0.180		
GROUP 7 - TOTAL:		NO BID	NO BID			\$4.040		

BID NO.: 066-2730-16/JMA
SOD AND SOD INSTALLATION GROUPS 1 - 14 SOUTH

MULLINGS ENGINEERING SERVICES, INC.			ODUM'S SOD, INC.			SUNSET SOD INC.		
GROUP 8 BERMUDA CELEBRATION SOUTH			BERMUDA CELEBRATION SOUTH			BERMUDA CELEBRATION SOUTH		
37.0	Under 2,000 SF, picked up by agency	\$0.29		\$0.33			\$0.460	
38.0	Under 2,000 SF, delivered & unloaded	\$0.38		\$0.39			\$0.585	
39.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$0.38		\$0.39			\$0.575	
40.0	Sod Installation - for sod provided by others	\$0.01		NO BID			\$0.010	
41.0	Sod Installation only - at time of delivery	\$0.10		\$0.24			\$0.180	
GROUP 8 - TOTAL:		\$1.160		\$1.350			\$1.810	
GROUP 9 BERMUDA TIF DWARF SOUTH			BERMUDA TIF DWARF SOUTH			BERMUDA TIF DWARF SOUTH		
42.0	Under 2,000 SF, picked up by agency	\$2.00		NO BID			\$1.850	
43.0	Under 2,000 SF, delivered & unloaded	\$2.00		NO BID			\$1.950	
44.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$2.00		NO BID			\$1.950	
45.0	Sod Installation - for sod provided by others	\$1.00		NO BID			\$0.010	
46.0	Sod Installation only - at time of delivery	\$1.00		NO BID			\$0.180	
GROUP 9 - TOTAL:		\$8.000		NO BID			\$5.940	
GROUP 10 PASPALUM SEA DWARF SOUTH			PASPALUM SEA DWARF SOUTH			PASPALUM SEA DWARF SOUTH		
47.0	Under 2,000 SF, picked up by agency	\$2.00		NO BID			\$1.750	
48.0	Under 2,000 SF, delivered & unloaded	\$2.00		NO BID			\$1.840	
49.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$2.00		NO BID			\$1.800	
50.0	Sod Installation - for sod provided by others	\$1.00		NO BID			\$0.010	
51.0	Sod Installation only - at time of delivery	\$1.00		NO BID			\$0.180	
GROUP 10 - TOTAL:		\$8.000		NO BID			\$5.580	
GROUP 11 SEALSLE SUPREME PASPALUM CERTIFIED SOUTH			SEALSLE SUPREME PASPALUM CERTIFIED SOUTH			SEALSLE SUPREME PASPALUM CERTIFIED SOUTH		
52.0	Under 2,000 SF, picked up by agency	\$2.00		NO BID			\$1.750	
53.0	Under 2,000 SF, delivered & unloaded	\$2.00		NO BID			\$1.850	
54.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$2.00		NO BID			\$1.800	
55.0	Sod Installation - for sod provided by others	\$1.00		NO BID			\$0.010	
56.0	Sod Installation only - at time of delivery	\$1.00		NO BID			\$0.200	
GROUP 11 - TOTAL:		\$8.000		NO BID			\$5.610	

BID NO.: 066-2730-16/JMA
SOD AND SOD INSTALLATION GROUPS 1 - 14 SOUTH

MULLINGS ENGINEERING SERVICES, INC.			ODUM'S SOD, INC.			SUNSET SOD INC.		
GROUP 12			ULTIMATE FLORA® ZOYSIA SOUTH			ULTIMATE FLORA® ZOYSIA SOUTH		
57.0	Under 2,000 SF, picked up by agency	\$1.00		NO BID			\$0.750	
58.0	Under 2,000 SF, delivered & unloaded	\$1.00		NO BID			\$0.870	
59.0	2,000 SF or more - but less than truckload, delivered& unloaded	\$1.00		NO BID			\$0.860	
60.0	Sod Installation - for sod provided by others	\$0.10		NO BID			\$0.010	
61.0	Sod Installation only - at time of delivery	\$0.10		NO BID			\$0.200	
GROUP 12 - TOTAL:		\$3.200		NO BID			\$2.690	
GROUP 13			HAMMOCK® CENTIPEDE SOUTH			HAMMOCK® CENTIPEDE SOUTH		
62.0	Under 2,000 SF, picked up by agency	NO BID		NO BID			\$1.250	
63.0	Under 2,000 SF, delivered & unloaded	NO BID		NO BID			\$1.340	
64.0	2,000 SF or more - but less than truckload, delivered& unloaded	NO BID		NO BID			\$1.300	
65.0	Sod Installation - for sod provided by others	NO BID		NO BID			\$0.010	
66.0	Sod Installation only - at time of delivery	NO BID		NO BID			\$0.200	
GROUP 13 - TOTAL:		NO BID		NO BID			\$4.100	
GROUP 14			WILDFLOWER SOD SOUTH			WILDFLOWER SOD SOUTH		
67.0	Under 2,000 SF, picked up by agency	NO BID		NO BID			NO BID	
68.0	Under 2,000 SF, delivered & unloaded	NO BID		NO BID			NO BID	
69.0	2,000 SF or more - but less than truckload, delivered& unloaded	NO BID		NO BID			NO BID	
70.0	Sod Installation - for sod provided by others	NO BID		NO BID			\$0.01	
71.0	Sod Installation only - at time of delivery	NO BID		NO BID			\$0.20	
GROUP 14 - TOTAL:		NO BID		NO BID			\$0.21	
LEGEND:								
PRIMARY								
SECONDARY			Odum's did not bid on all items per group as required to be considered for award of those					