



Delray Beach Community Redevelopment Agency
20 North Swinton Avenue
Delray Beach, FL 33444

INVITATION TO BID

ITB NO.: CRA 2019-04
121 SW 10TH AVENUE DUPLEX RENOVATION

ISSUE DATE: Monday, April 22, 2019
SITE VISIT: Friday, April 26, 2019 at 10:00 a.m.
DEADLINE FOR SUBMISSION OF QUESTIONS: Friday, May 10, 2019 at 12:00 p.m.
DUE DATE AND TIME: Wednesday, May 22, 2019 at 2:00 p.m.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time). All Bids will be publicly opened at the Delray Beach Community Redevelopment Agency ("CRA"), unless otherwise specified.

Bids shall be submitted in hard copy format only and must be delivered to the CRA Office, 20 N. Swinton Avenue, Delray Beach, Florida 33444. Normal business hours are 8:00 AM to 5:00 PM, Monday through Friday, except holidays. Hard copy Bid packages shall have the following information clearly marked on the face of the sealed package: Bidder's name, return address, ITB number, Due Date for submission of Bids, and the title of the Bid. Included in the package shall be one (1) hard copy original clearly identified as the "Original" that includes a signed original of the Solicitation Summary form, one (1) duplicate hard copy, and one (1) electronic version of the Bid on a compact disc (CD) or a Universal Serial Bus (USB) drive in a usable PDF format.

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

BROADCAST

The CRA utilizes electronic online services for notification and distribution of its Solicitation documents. The CRA's Solicitation information can be obtained from: (a) BidSync – www.bidsync.com; (b) the CRA's website: www.delraycra.org; or (c) the CRA's via hard copies.

Bidders who obtain Solicitations from sources other than those named above are cautioned that the ITB package may be incomplete. The CRA may not evaluate incomplete Bid packages. BidSync is an independent entity and is not an agent or representative of the CRA. Communications to any independent entities does not constitute communications to the CRA. The CRA is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the hard copy Solicitation documents, the terms and conditions of the hard copy documents will prevail.

CONTACT PERSON

Any questions regarding the specifications and Solicitation process must be submitted in writing to Mr. Patrick McCullough, Project Manager at McCullough@mydelraybeach.com. Requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on May 10, 2019 at 12:00 P.M. local time.



Delray Beach Community Redevelopment Agency
20 North Swinton Avenue
Delray Beach, FL 33444

LEGAL ADVERTISEMENT

INVITATION TO BID NO. CRA 2019-04

121 SW 10TH AVENUE DUPLEX RENOVATION

The Delray Beach CRA is seeking Bids from qualified Bidders to construct the proposed improvements to the CRA Office building, in accordance with the terms, conditions, and specifications contained in this Request to Bids. Contractor is responsible for all permitting requirements.

The ITB documents are available beginning Monday, April 22, 2019 on (a) BidSync – www.bidsync.com and (b) the CRA’s website: www.delraycra.org.

Bids shall be submitted in hard (paper) copies. Submission of proposals electronically will not be accepted. Bids submitted must be clearly marked “INVITATION TO BID NO. CRA 2019-04, 121 SW 10TH AVENUE DUPLEX RENOVATION” and delivered to Delray Beach CRA reception desk, 20 North Swinton Ave., Delray Beach, Florida 33444. The Deadline for Submission of Bids is Thursday, May 22, 2019 at 2:00 PM local time. At that time, the Bids will be publicly opened and read aloud at the CRA Office, 20 N. Swinton Avenue, Delray Beach, FL 33444. Late Bids will not be accepted and will be returned to the sender unopened.

The Delray Beach CRA will hold a Site Visit on Friday, April 26, 2019, at the Project Site, starting promptly at 10:00 A.M. local time. Attendance is recommended, but not mandatory.

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the Solicitation package. Any questions regarding the completeness or substance of the Solicitation package or scope of work must be submitted in writing via email to McCullough@mydelraybeach.com.

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

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

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SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

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

1.2 CONE OF SILENCE/NO LOBBYING

As to any matter relating to this ITB, any proposer, team member, or anyone representing a proposer is advised that they are prohibited from contacting or lobbying the CRA Chair, any CRA Board Member, CRA staff, or any other person working on behalf of the CRA on any matter related to or involved with this ITB. For purposes of clarification, a team's representatives shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the proposer and the proposer's team. If a pre-submission meeting is scheduled, there will be an opportunity for inquiries to be made of CRA staff during the scheduled Pre-Submission meeting. All inquiries must be in writing and directed to the CRA (mccullough@mydelraybeach.com.) Any violation of this condition may result in rejection and/or disqualification of

the proposer. This "Cone of Silence/No Lobbying" is in effect from the date of publication of the ITB and shall terminate at the time the CRA selects a proposal, rejects all proposals, or otherwise takes action which ends the solicitation process.

1.3 ADDENDUM

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

1.4 LEGAL REQUIREMENTS

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

1.5 WITHDRAWAL OF BID

Bidders may withdraw a Bid at any time prior to the Bid Opening; however, no oral modifications will be allowed. Modifications shall not be allowed following the Due Date and Time.

1.6 CONFLICTS WITHIN THE BID SOLICITATION

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

1.7 PREPARATION OF BIDS

- a. The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.

- b. An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid may render the Bid non-responsive.**
- c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- e. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

1.8 CANCELLATION OF BID SOLICITATION

The CRA reserves the right to cancel, in whole or in part when it is in the best interest of the CRA.

1.9 AWARD OF CONTRACT

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

- h. The CRA reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the CRA deems necessary.

1.10 WARRANTY

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

1.11 ESTIMATED QUANTITIES

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

1.12 NON-EXCLUSIVITY

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

1.13 BID PROTEST

In the event a protest is filed, the following procedure shall be followed for this ITB process.

(1) In order to be considered, protests concerning the Solicitation or Award must be filed in writing with the Executive Director. Protests may only be filed by bidders/proposers who may be aggrieved by the Solicitation or Award. Protests shall be addressed to:

Delray Beach CRA – Finance and Operations Director
20 N. Swinton Avenue
Delray Beach, FL 33444

(2) The time limit for filing a protest is five (5) calendar days from the date the bid or ITB recommendation is made. Such recommendation shall be posted at the CRA Office and City of Delray Beach City Hall, and the five (5) days shall commence from the date of posting.

(3) Upon receipt of a timely protest, the Executive Director will review the protest, consult with the CRA General Counsel and appropriate CRA staff. The Executive Director shall then issue a written finding that has been reviewed by

the CRA General Counsel no later than twenty (20) working days of receipt of the protest.

(4) The written findings of the Executive Director shall be sent by United States mail to the protestor's address as set forth in the bid documents. Receipt of the findings shall be deemed to occur within five (5) calendar days from the mailing of the findings. No action to award a bid under protest will be taken until either the protestor withdraws the protest, or the CRA Board finds that the protest is without merit.

(5) If the CRA Executive Director denies the protest, the recommendation of staff regarding the bid award, and the written findings of the Executive Director shall be placed on a CRA Board agenda for action. The CRA Board shall make a specific finding that the protest is either justified or is unjustified. After making a finding of no justification, the CRA Board may award the bid or accept the proposal. The protestor may appear at the CRA Board meeting and state the protest on the record; however, the CRA Board shall be free to award the bid and enter into an agreement.

(6) If the Executive Director or CRA Board grants the protest, the Executive Director may recommend the following actions, subject to the approval of the CRA Board:

- a) Reject all bids.
- b) Make a recommendation to award the bid; or
- c) Take any other appropriate action that is in the best interest of the CRA.

1.14 LAWS AND REGULATIONS

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

1.15 LICENSES, PERMITS AND FEES

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

1.16 SUBCONTRACTING

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

1.17 ASSIGNMENT

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

1.18 SHIPPING TERMS

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

1.19 RESPONSIBILITIES AS EMPLOYER

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

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

1.20 INDEMNIFICATION

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

1.21 COLLUSION

Bidder certifies that its Bid is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Bid for the same

materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal of Bidder from participation in future CRA solicitations for a specified period.

1.22 FRAUD AND MISREPRESENTATION

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

1.23 PRE-AWARD INSPECTION

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

1.24 PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

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

1.25 ADDITIONAL FEES AND SURCHARGES

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

1.26 COMPLIANCE WITH FEDERAL STANDARDS

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

Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

1.27 GOVERNING LAW AND VENUE

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

1.28 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

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

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

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

1.29 CRIMINAL HISTORY BACKGROUND CHECKS

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

1.30 LABOR, MATERIALS, AND EQUIPMENT

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

1.31 MINIMUM WAGE REQUIREMENTS

The awarded Bidder shall comply with all minimum wage requirements and the provisions of any other wages laws, as may be applicable to the Contract.

- 1.32 **PACKING SLIP AND DELIVERY TICKET**
A packing slip and/or delivery ticket shall accompany all items during delivery to the CRA. The documents shall include information on the contract number or purchase order, any backorder items, and the number or quantity of items being delivered.
- 1.33 **PURCHASE OF OTHER ITEMS**
The CRA reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the CRA may request price quote(s) from the awarded Bidder(s) on the contract. The CRA, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract vendor, or a non-contract vendor.
- 1.34 **PUBLIC RECORDS**
Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The Delray Beach CRA will not accept Bids when the entire Bid is labeled as exempt from disclosure. The Delray Beach CRA's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the CRA and the CRA's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the CRA's treatment of records as public records.
- The awarded Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.
- 1.35 **CONFLICTS OF INTEREST**
All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of Delray Beach CRA. Further, all Bidders must disclose the name of any Delray Beach CRA employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in
- the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid Construction and may be grounds for further disqualification from participating in any future Bids with the Delray Beach CRA.
- 1.36 **PUBLIC ENTITY CRIMES**
As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.
- 1.37 **OTHER GOVERNMENTAL AGENCIES**
If a Bidder is awarded a contract as a result of this ITB, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.
- 1.38 **COMPLETION OF WORK AND DELIVERY**
All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the CRA of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the CRA.
- 1.39 **ACCIDENT PREVENTION AND BARRICADES**
Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the CRA.
- 1.40 **OMISSIONS IN SPECIFICATIONS**
The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

- 1.41 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS
The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Delray Beach CRA by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the Delray Beach CRA may require the awarded Bidder to replace the materials at the Bidder's expense.
- 1.42 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS
The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.
- 1.43 TAXES
The CRA is exempt from Federal and State taxes for tangible personal property.
- 1.44 BIDDER'S COSTS
The CRA shall not be liable for any costs incurred by Bidders in responding to this ITB.
- 1.45 SUBSTITUTION OF PERSONNEL
It is the intention of the CRA that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the CRA's approval. In the event the substitute personnel are not satisfactory to the CRA, and the matter cannot be resolved to the satisfaction of the CRA, the CRA reserves the right to cancel the contract for cause.
- 1.46 FISCAL FUNDING OUT
The Delray Beach CRA's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.
- 1.47 SCRUTINIZED COMPANIES CERTIFICATION
Section 287.135, Florida Statutes, prohibits the DBCRA from: 1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria. Failure to complete the *Scrutinized Companies Certification Pursuant to Florida Statute § 287.135* in Section 8 of this ITB may deem the bid non-responsive.

END OF SECTION 1

SECTION 2 SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to establish a contract for the construction of the 121 SW 10th Ave Duplex Renovation Project, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

2.2 CONTRACT MEASURES AND PREFERENCES

Intentionally Omitted

2.3 PRE-BID SITE VISIT

The Delray Beach CRA will hold a Non-Mandatory Site Visit on April 26, 2019, starting promptly at 10:00 A.M., at the Project Site located at 121 SW 10th Ave., Delray Beach, FL 3344.

During any tour of the Project Site, Bidders must be mindful that this is a occupied residence. facility. Therefore, every effort must be made to ensure that the Site Visit does not interfere or disrupt, in any manner, with the tenant. Latecomers to the Site Visit may not be permitted access to the building, and follow-up visits will not be allowed except with the explicit approval of the Delray Beach CRA.

Potential Bidders should bring a copy of this Solicitation with them to the Pre-Bid Site Visit. Bidders will be allowed to ask questions and obtain information on important aspects of this Solicitation.

The purpose of the Pre-Bid Site Visit is to provide and obtain information relative to the scope, purpose, nature, and extent of the work, and any local conditions, which may affect the performance of work. Submission of a Bid shall constitute an acknowledgement by the Bidder that it has thoroughly examined and is familiar with the requirements of this Solicitation package. The failure or neglect of the Bidder to examine the Solicitation package, shall in no way relieve the Bidder of any obligation with respect to its Bid or the requirements of the Contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this Solicitation package or the resultant Contract.

2.4 AGREEMENT PERIOD

The Contract shall commence upon the date of the duly executed Agreement and shall remain in effect until such time as the construction services acquired in conjunction with this solicitation have been completed and accepted by the CRA's authorized representative and upon completion of the expressed and/or implied warranty periods.

2.5 METHOD OF AWARD: BEST VALUE

The Delray Beach CRA will award this contract to the most responsive and responsible Bidder, all factors considered, and in the best interest of the Delray Beach CRA.

2.6 PRICES SHALL BE FIXED AND FIRM

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the performance of the work, except for any change orders or variations, which must meet the prior approval and authorization of the CRA.

2.7 PRICE ADJUSTMENTS

Intentionally Omitted

2.8 EXAMINATION OF FACILITIES OR EQUIPMENT

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

2.9 EQUAL PRODUCTS

Intentionally Omitted

2.10 LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

2.11 INSURANCE

The awarded Bidder shall not commence any performance pursuant to the terms of this Solicitation until certification or proof of insurance has been received by the CRA.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the CRA shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the CRA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the CRA.

The awarded Bidder must submit a current Certificate of Insurance, naming the *Delray Beach Community Redevelopment Agency* as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the CRA upon expiration.

The awarded Bidder shall provide insurance coverage as follows, and shall carry:

- a. Workers' Compensation Insurance – as required by law.
- b. Employer's Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 for each disease, and \$1,000,000 for aggregate disease

- c. Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage which must include:
 - i. Premises and/or Operations on an occurrence basis.
 - ii. Independent contractors.
 - iii. Products and/or Completed Operations Liability on an occurrence basis.
 - iv. Explosion, Collapse, and Underground Coverages.
 - v. Broad Form Property Damage.
 - vi. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - vii. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

- d. Builders Risk / Installation Floater (if applicable) – The awarded Bidder shall take out and maintain, as applicable, during the life of this Contract, "all risk" type builders risk insurance satisfactory to the CRA for the completed value of the Project, which shall protect the awarded Bidder and the CRA as their interests may appear, for the following hazards to the work, encompassing structures in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said structures, as well as materials and equipment suitably stored at the site and awarded Bidder's construction equipment, materials, and temporary structures:
 - i. Fire and lightning, vandalism, and malicious mischief
 - ii. Extended coverage including windstorm, hail, flood, explosion, riot, civil commotion, aircraft, vehicle, and smoke damage

- e. Business Automobile Liability – With minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

The *Delray Beach Community Redevelopment Agency* shall be named as an Additional Insured on both the General Liability and Business Automobile Liability policies, on a primary and non-contributory basis, to include additional insured status on the GL policy for both premises operations and products and completed operations.

If no deductible for insurance is referenced above, the CRA reserves the right to require such deductibles which shall be determined by the CRA, but not more than \$25,000 per claim.

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

2.12 PERFORMANCE BOND AND CONSTRUCTION BOND

The Bidder to whom a contingent award is made shall duly execute and deliver to the CRA a Performance Bond and a Construction Bond, both in an amount equal to 100% of the total contract price, payable to the CRA, as surety for faithful performance under the terms and conditions of the contract. The Performance Bond and Construction Bond shall be delivered to the CRA contemporaneously with contract execution. The bonds shall be substantially in the format of the examples that are a part of this Solicitation.

Both required Bonds must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent. Bonds may not be canceled, terminated, or revised unless the CRA has been provided with thirty (30) days' advanced written notice of such action by the surety. The surety must insert the registered agent to accept service of process in the State of Florida, directly on each bond document.

Acknowledgement and agreement is given by both parties that the performance and construction bonds do not limit the liability of the awarded Bidder to the CRA in the event of a material breach of the contract agreement by the awarded Bidder. The bonds may be used to recover liquidated damages on behalf of the CRA.

If the awarded Bidder fails to deliver the bonds at the same time as contract execution, the Delray Beach CRA may declare the awarded Bidder in default of the contractual terms and conditions, and the awarded Bidder shall surrender any bid bond, and the CRA shall not accept any offers or bids from that Bidder for a twelve (12) month period following such default.

2.13 CERTIFICATIONS

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

2.14 BID BOND/GUARANTY

Each bid must be accompanied by a certified check or cashier's check for a bid guaranty in an amount equal to 5 percent (5%) of the proposed price. The certified check, cashier's check or bid bond shall be made payable to the Delray Beach CRA.

If the awarded Bidder fails or refuses to execute the Agreement or provide the necessary certificates of insurance, or Performance Bond following award, within the timeframes set forth, the Delray Beach CRA shall retain the entire bid guaranty and disqualify the Bidder.

2.15 METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK (PROGRESS PAYMENTS)

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

circumstances shall the invoice be submitted to the CRA in advance of the completion and acceptance of the work. The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.

The CRA will allow progress payments for the work to be performed under this contract. Such progress payments shall be only for work that has been completed and verified by the CRA.

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Bidder.

2.16 COMPLETION OF WORK FROM DATE OF PURCHASE ORDER

The Bidder shall state in its offer the number of calendar days from the date of the Notice to Proceed in which it will guarantee to complete the Work.

2.17 WARRANTY REQUIREMENTS: ONE (1) YEAR

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

2.18 ADDITIONAL FACILITIES OR PRODUCTS

Intentionally Omitted

2.19 CATALOGS AND PRICE LISTS

Intentionally Omitted

2.20 CLEAN UP

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

2.21 DEMONSTRATION OF EQUIPMENT

Intentionally Omitted

2.22 HOURLY RATE

Intentionally omitted

2.23 MOTOR VEHICLE LICENSE REQUIREMENT

Intentionally Omitted

2.24 PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, the awarded bidder is required to attend a Pre-Construction Conference with CRA officials who are designated to represent the CRA for this project.

2.25 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

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

2.26 CHANGES

The CRA may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

The CRA may, at any time make changes in the details of the Work. The awarded bidder shall proceed with the performance of any changes in the work so ordered by the CRA, unless the awarded bidder believes that such changes entitles it to a change in the contract price or time, or both, in which event the awarded bidder shall give the CRA immediate written notice thereof after the receipt of the ordered change. Thereafter, the awarded bidder shall document the basis for the change in contract price or time within ten (10) calendar days. All changes resulting in a request for added time must be accompanied by a Time Impact Analysis.

Changes in the scope of work may be accomplished by change order, construction change directive, or field order. Any one of these documents shall be interpreted as further instruction from the CRA.

A change order shall be based upon agreement between the CRA and the awarded bidder; a construction change directive may or may not be agreed to by the awarded bidder; a field order for a minor change in the work may be issued by the CRA.

Changes in the work shall be performed under applicable provisions of the contract documents, and the awarded bidder shall proceed promptly, unless otherwise provided in the change order, construction change directive, or field order.

A change order will be prepared and signed by the CRA and awarded bidder, stating their agreement upon all of the following:

- a. a change in the scope of work;
- b. the amount of the adjustment in the contract price, if any; and
- c. the extent of the adjustment in the contract time, if any.

The issuance of a change order shall be full and final settlement for any issue or item addressed in the change order. No change order will be accepted or processed with any "reservation of rights" notations or clauses.

2.27 FAILURE TO DELIVER OR COMPLETE WORK

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

2.28 CORRECTING DEFECTS

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

2.29 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All contractors performing services or delivering goods under this contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. The minimum Personal Protective Equipment (PPE) to be worn by all personnel on the project site shall be High-Vis Shirt or Vest with Company Name, Hard Hat, Eye Protection, and Ear Protection. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the CRA.

2.30 OMISSIONS IN SPECIFICATIONS

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

END OF SECTION 2

SECTION 3

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

3.1 SCOPE

The awarded Contractor shall supply the labor and materials to complete the renovation in accordance with the Florida Building Code and City of Delray Beach construction standards and in accordance with the Specifications, plans, drawings and other documents contained in this ITB. The Delray Beach CRA estimates the total costs to construct this project will not exceed \$100,000. This project must be completed in two phases. Unit B is currently occupied. Unit A shall be remodeled first. After which, the tenants from Unit B will move into the new Unit A.

3.2 TASKS

The Tasks required of Contractor include, but are not limited to the following:

A. Demolition

- a. Remove all existing interior finishes to include, but not limited to flooring, baseboard, wall finishes, ceilings, ceiling fans, light fixtures, doors & frames, kitchens, bathrooms, and prepare for new work.
- b. Remove all existing exterior doors & frames and exterior windows and prepare for new work.
- c. Provide temporary protective measures to ensure a clean and secure project site at all times.

B. New Flooring

- a. Provide and install new wood plank ceramic tile flooring and wall base throughout each unit.

C. Kitchens – Provide and install new in each unit

- a. Cabinets
- b. Stone Countertops
- c. Stainless Steel undermount kitchen sink
- d. Faucets
- e. Garbage Disposal
- f. Appliances with Stainless Steel Finish to include Refrigerator, Dishwasher, Range, and Microwave.

D. Bathrooms – Provide and install new in each unit

- a. Vanity, Sink and Faucet
- b. Lavatory
- c. Bathtub w/ Durock (or similar product) sheathing
- d. Light Fixtures
- e. Floor and Wall Tile

E. Interior Doors

- a. New hollow interior doors and frames
- b. New bi-fold closet doors, frames, and tracks
- c. New hardware
- d. Prep, Prime, and Paint

- F. Interior Finishes
 - a. All walls and ceilings shall be patched, prepped, primed, and painted.
 - b. Provide and install new horizontal blinds for each window.
 - c. Contractor shall propose finish material and color options in their bid.

- G. Insulation
 - a. Provide and install new R-30 attic insulation throughout.
 - b. Provide and install new interior and exterior wall insulation.

- H. Exterior Doors
 - a. Provide and install new impact resistant, insulated exterior doors and frames.
 - b. Verify all dimensions in field.
 - c. Provide and install new hardware with deadbolt locks.
 - d. Prep, Prime, and Paint.

- I. Exterior Windows
 - a. Provide and install new impact resistant windows.
 - b. Verify all dimensions in field.
 - c. Provide and install new marble window sills on the interior side of new windows.

- J. Exterior Walls
 - a. Patch and repair exterior stucco at new windows and doors as required.
 - b. Prep, Prime, and Paint exterior walls.

- K. Plumbing Work – Provide and install new in each unit
 - a. New 30 gallon water heater.
 - b. New hot-water and cold-water supply lines to the kitchen and bathrooms according to the Plumbing Code.
 - c. New drain lines and vent stacks according to the Plumbing Code.

- L. Electrical Work
 - a. Provide power to new water heater.
 - b. Install new lighting, electrical outlets, and cover plates throughout according to the Electrical Code.
 - c. Provide and install new ceiling fans with lights – one in each (3) bedroom and one in the living room of each unit. Eight (8) total.

- M. HVAC Work
 - a. Inspect, troubleshoot, and repair A/C air handler and condensing unit as required to ensure optimal system performance.
 - b. Clean existing supply ductwork.
 - c. Provide new Supply and Return registers.

N. Site Work

- a. Remove existing hedges at the west side of the building to accommodate new exterior work. Replace with similar after exterior work is complete.
- b. Pressure clean existing driveway and walkways on each side of the building.
- c. Prep, Prime, and Paint existing curbs and wheel stops.
- d. Repaint existing parking stall lines.
- e. Remove existing mailboxes and provide new.

3.3 REQUIREMENTS

A. Working hours for this project shall be:

- (a) 8:00 a.m. ET to 5:00 p.m. ET Monday through Friday
- (b) 8:00 a.m. ET to 5:00 p.m. ET Saturday, if requested and approved by Delray Beach CRA

B. Inspections shall be requested two business days in advance. The Delray Beach CRA will not charge for inspections during regular business hours. Inspections outside of regular business hours are subject to a fee determined by the Delray Beach CRA.

C. The awarded Bidder shall be responsible for performing all required site preparation tests, surveys, and studies to prepare the site for the renovation.

3.4 SPECIFICATIONS, PLANS AND DRAWINGS

Intentionally Omitted

3.5 PROJECT TIMELINE

The awarded Bidder agrees to complete the work within the timeframe designated by the Delray Beach CRA. The Delray Beach CRA, at its discretion may allow for time extensions for unforeseen and unexpected delays. Work shall be substantially completed within 60 calendar days of the date when the Contract Time commences, and completed within 30 days of the date of substantial completion.

BID SUBMITTAL

This Page and all following pages comprise your original Bid Submittal package. Solicitation forms should be submitted via paper copies only.

Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) via hard copy at the Delray Beach Community Redevelopment Agency ("CRA") Office at 20 North Swinton Avenue, Delray Beach, Florida 33444. Normal business hours are 8:00 AM to 5:00 PM, Monday through Friday, except holidays. **All Bids will be publicly opened** at the CRA Office unless otherwise specified.

Each hard copy Bid submitted to the CRA shall have the following information clearly marked on the face of the envelope: Bidder's name, return address, ITB number, due date for Bids, and the title of the Bid. Included in the package shall be one (1) hard copy original clearly identified as the "Original" that includes a signed original of the Solicitation Summary, one (1) duplicate hard copy, and one (1) electronic version of the Bid on a compact disc (CD) or a Universal Serial Bus (USB) drive in a usable PDF format. If the Solicitation Summary is not included in the package as a hard copy, the CRA may deem the Bid non-responsive. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

Request for Bid No.: CRA 2019-04

Title: 121 SW 10th Avenue Duplex Renovation

Due Date and Time: May 22, 2019 @ 2:00 PM local time

Name of Bidder

END OF SECTION 3

**SECTION 4
PRICING SCHEDULE**

4.1 PRICES AND RATES

The Bidder shall indicate on Exhibit C, the firm and fixed prices and rates offered to the Delray Beach Community Redevelopment Agency for the work described in this Solicitation, including any Alternates.

4.2 COMPLETION

Bidder agrees that the work will be finally complete within 120 days from the date of Notice to Proceed.

Signature

Date

Printed Name and Title

There is no web form available on www.bidsync.com for this form as indicated in this solicitation.

END OF SECTION 4

SECTION 5 MINIMUM QUALIFICATIONS

Each bidder shall submit the information and documentation requested below that confirms it meets the following qualification requirement(s).

- A. Must have been in the business of for a minimum of 12 months prior to the Due Date and Time. **Provide supporting documentation (e.g. state, county, city business license; occupational license) that confirms Bidder has been in business for a minimum of 12 months prior to the Due Date and Time.**
- B. Bidder must hold a Florida State General Contractor's license and/or a current certificate of competency issued by Palm Beach County Examining Board having jurisdiction over licensing of Contractors in the type of work involved in this contract. **Provide proof, in the form of a copy of license(s), that the Bidder and/or subcontractor is:**
 - a. **Certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contract as the qualifying agent;**
- C. Bidder has no reported conflict of interests in relation to this ITB. **No additional documentation is required. The CRA will verify from Bidder's Conflict of Interest Disclosure Form.**
- D. Provide proof that bidder is registered with the States of Florida, Division of corporations to do business in Florida.
- E. Bidder has previously provided satisfactory services for the type of work identified in this ITB.

The CRA will conduct a due diligence survey of internal resources and Bidder's client references to verify this information. Submit five (5) client references for whom Bidder has provided goods and/or services similar to those specified in this ITB in the past five (5) years and who are agreeable to respond to a request from the CRA regarding bidder's experience. Each client reference should include the following:

- a. **Organization name**
 - b. **Contact name(s)**
 - c. **Contact email address**
 - d. **Address**
 - e. **Telephone and fax numbers**
 - f. **Dates of service (start/end)**
 - g. **Type of work (brief description)**
- F. Is NOT listed on the Florida Department of Management Services, Convicted Vendor List as defined in Florida Statute Section 287.133(3)(d). **No documentation from Respondent is required.** The CRA will verify the status.

- G. Bidder Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies. Provide an executed copy of the Scrutinized Company Certification form included in this RFP. The CRA will verify status.
- H. Intentionally Omitted.
- I. Bidder has no reported conflict of interests in relation to this ITB. Disclose the name of any officer, director or agent who is also an employee of the CRA. Disclose the name of any CRA employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests are present, Bidder must submit a statement to that affect.

END OF SECTION 5

SECTION 6
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

AFFIDAVITS

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

- a. Bid Submittal Signature Page
- b. Acknowledgement of Addenda
- c. Conflict of Interest Disclosure Form
- d. Scrutinized Companies Certification Pursuant to Florida Statutes § 287.135
- e. Notification of Public Entity Crimes Law
- f. Notification of Public Records Law
- g. Drug-Free Work Place
- h. Non-Collusion Affidavit
- i. Sample Performance Bond Format (if required, will be requested from bidder recommended for award)
- j. Sample Payment Bond Format (if required, will be requested from bidder recommended for award)
- k. Sample Letter of Credit Format (if required, will be requested from bidder recommended for award)
- l. Bid Bond

BID SUBMITTAL SIGNATURE PAGE

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

Firm Name:

Street Address:

Mailing Address (if different than Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____ days' net _____ days

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

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

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

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

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

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

**SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO
FLORIDA STATUTES § 287.135**

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The Delray Beach Community Redevelopment Agency (“DBCRA”) shall provide notice, in writing, to the Contractor of the DBCRA’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the DBCRA’s determination of false certification was made in error then the DBCRA shall have the right to terminate the contract and seek civil remedies pursuant to *Florida Statutes § 287.135*.

Section 287.135, *Florida Statutes*, prohibits the DBCRA from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled “Contractor Name” does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney’s fees, and/or costs. I further understand that any contract with the DBCRA for goods or services may be terminated at the option of the DBCRA if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with

Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

Must be executed and returned with attached proposal to be considered.

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

PUBLIC RECORDS LAW

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

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

IF THE AWARDED BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED BIDDER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, RENEE A. JADUSINGH, ESQ., AT THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, 20 N. SWINTON AVE., DELRAY BEACH FLORIDA AND MAY BE CONTACTED BY PHONE AT 561-276-8640 OR VIA EMAIL AT JADUSINGHR@MYDELRAYBEACH.COM.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

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

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

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

ITB No.: _____ Title: _____

b. He / She is fully informed respecting the preparation and contents of the attached Invitation to Bid, and of all pertinent circumstances respecting such Solicitation.

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

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

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

Signature

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

SEAL

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

PUBLIC CONSTRUCTION BOND

Bond No. _____

BY THIS BOND, We, _____, located at _____, as Principal and _____ as Surety, are bound to the Delray Beach Community Redevelopment Agency, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the obligations required by the Contract for Construction Services with the Owner for the _____ RFP# _____ (the "Contract") dated _____, 20____, 2019, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, 2019.

[Signature Page to Follow]

Principal

By: _____

Print Name: _____

Title: _____

Surety

By: _____

(Surety Name)

Attorney in Fact

By: _____

(Attorney Name)

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

Print Name: _____

Print Name: _____

PRINCIPAL

(firm name)

By: _____
(Signature of Authorized Officer)

(affix Seal)

Print Name: _____

Title: _____

Business Address:

WITNESSES:

Print Name: _____

Print Name: _____

SURETY:

(firm name)

By: _____
(Signature, Attorney-in-Fact)

(affix Seal)

Print Name: _____

Business Address

Name of Local Insurance Agency

SECTION 7
EXHIBITS

- 7.1 EXHIBIT A, Property Map
- 7.2 EXHIBIT B, Property Summary
- 7.3 EXHIBIT C, Bid Form (Use attached Excel Spreadsheet)

EXHIBIT A

121 SW 10TH AVE (WILLIAMS TRUST)



October 26, 2018

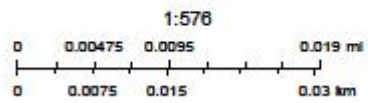


EXHIBIT B

Property Detail Parcel Control Number: 12-43-46-17-38-000-0060 Location Address: 121 SW 10TH AVE Owner: WILLIAMS WILLIE TRUST , WILLIAMS WILLIE TR Mailing Address: 737 NW 41ST WAY, DEERFIELD BEACH FL 33442 9219 Last Sale: OCT-2007 Book/Page#: 22341 / 1033 Price: \$10 Property Use Code: 0800 - MULTIFAMILY < 10 UNITS Zoning: RM - Medium Density Residential (12-DELRAY BEACH) Legal Description: LINCOLN PARK, DELRAY LT 6 Acres 0.16																																																				
2018 Values (Preliminary) Improvement Value \$187,893 Land Value \$54,232 Total Market Value \$242,125 Assessed Value \$151,066 Exemption Amount \$0 Taxable Value \$151,066 All values are as of January 1st each year.	2018 Taxes (Preliminary) Ad Valorem \$3,642 Non Ad Valorem \$266 Total Tax \$3,908 2018 Qualified Exemptions No Details Found Applicants No Details Found																																																			
Building Footprint (Building 1) 	Subarea and Square Footage (Building 1) <table border="1"> <thead> <tr> <th>Description</th> <th>Area Sq. Footage</th> </tr> </thead> <tbody> <tr> <td>BAS Base Area</td> <td>2400</td> </tr> <tr> <td>Total Square Footage :</td> <td>2400</td> </tr> <tr> <td>Total Area Under Air :</td> <td>2400</td> </tr> </tbody> </table> Extra Features <table border="1"> <thead> <tr> <th>Description</th> <th>Unit</th> </tr> </thead> <tbody> <tr> <td colspan="2">No Extra Features Available</td> </tr> </tbody> </table>	Description	Area Sq. Footage	BAS Base Area	2400	Total Square Footage :	2400	Total Area Under Air :	2400	Description	Unit	No Extra Features Available																																								
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Owner: WILLIAMS WILLIE TRUST , WILLIAMS WILLIE TR PCN: 124346173800000060 1 of 1

**SECTION 9
SOLICITATION SUMMARY**

Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue
Delray Beach, FL 33444

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Delray Beach Community Redevelopment Agency ("CRA") determines that the information contained in your Bid is different from the information on this Solicitation Summary, the CRA reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Bid Number: ITB No. CRA 2019-04

Title: 121 SW 10th Avenue Duplex Renovation

Due Date and Time: May 22, 2019 @ 2:00PM EST

Name of Bidder: _____

Address: _____

Contact Person: _____

Bid Amount: \$ _____

Authorized Signature: _____

Date: _____

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the Bidder's Bid to the Delray Beach Community Redevelopment Agency.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE SEALED PACKAGE CONTAINING YOUR BID.