



**DELRAY BEACH  
COMMUNITY REDEVELOPMENT AGENCY (CRA)  
INVITATION TO BID (ITB)  
CRA NO. 2022-01  
95 SW 5<sup>th</sup> AVENUE  
COMMERCIAL BUILDING CONSTRUCTION**

**ISSUE DATE**  
**September 6, 2022**

**VOLUNTARY PRE-BID MEETING**  
**September 15, 2022**  
**10:00AM EST**

**QUESTION SUBMITTAL DEADLINE**  
**September 22, 2022**  
**5:00PM EST**

**BID SUBMISSION DUE DATE AND TIME**  
**October 21, 2022**  
**2:00PM EST**

**CONTACT**  
IVAN CABRERA, AICP, REDEVELOPMENT MANAGER  
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY  
20 NORTH SWINTON AVENUE  
DELRAY BEACH, FL 33444  
Cabrerai@mydelraybeach.com  
561-276-8640

## **INSTRUCTIONS**

Sealed Bids must be received on or before the Bid Submission Due Date and Time. Bids shall be submitted in accordance with the instructions contained herein. All Bids will be publicly opened at the CRA Office, located at 20 N. Swinton Avenue, Delray Beach, Florida, 33444, immediately after the Bid Submission Due Date and Time, unless otherwise specified.

Bids shall be submitted in hard copy format only and may be mailed or hand delivered, to the CRA Office, located at 20 N. Swinton Avenue, Delray Beach, Florida, 33444, and must be received by the CRA on or before the Bid Submission Due Date and Time indicated in this ITB. 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, Bid Submission Due Date, and the title of the Bid. Included in the Bid package shall be one (1) hard copy of the Bid clearly identified as the "Original" that includes signed originals of all required forms and one (1) electronic version of the Bid on a Universal Serial Bus (USB) drive in searchable and legible PDF format.

It is the sole responsibility of the Bidder to ensure its Bid submission is complete prior to the Bid Submission Due Date and Time. Electronic submission of Bids will not be accepted.

Bids must contain all information, forms, and authorized signatures, as described in this Bid Solicitation. If the required information, form, or signature is not included, the Delray Beach Community Redevelopment Agency ("CRA") may deem the Bid non-responsive.

## **BROADCAST**

The CRA utilizes electronic online services for notification and distribution of its Bid Solicitation documents. The CRA's Bid Solicitation information can be obtained from: (a) the Delray Beach Community Redevelopment Agency, [www.delraycra.org](http://www.delraycra.org); and (b) the BidSync website – [www.bidsync.com](http://www.bidsync.com).

Bidders who obtain Bid Solicitation documents and/or information related to the Bid Solicitation from sources other than those named above are cautioned that they should not rely on any representations, statements, or explanations other than those made in this Invitation to Bid ("ITB") and in any written addendum to this ITB. Oral explanations, information, and instructions shall not be considered binding on the CRA. Neither the CRA nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any Bidder. The CRA may deem incomplete Bids as non-responsive and the CRA will not evaluate or consider non-responsive Bids. BidSync is an independent entity and is not an agent or representative of the CRA. Communications to BidSync do not constitute communications to the CRA.

## **CONTACT PERSON**

Any questions regarding the terms, conditions, specifications, requests for clarification and/or additional information, and questions related to the Bid Solicitation process must be submitted in writing to Ivan Cabrera, AICP, CRA Redevelopment Manager, at [cabrera@mydelraybeach.com](mailto:cabrera@mydelraybeach.com) and must be received prior to the Question Submittal Deadline of September 22, 2022 at 5:00pm EST.



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

**LEGAL ADVERTISEMENT**

**INVITATION TO BID CRA NO.: 2022-01  
95 SW 5<sup>TH</sup> AVENUE COMMERCIAL BUILDING CONSTRUCTION  
BID SUBMISSION DUE DATE AND TIME: FRIDAY, OCTOBER 21, 2022 AT 2:00 PM EST**

The Delray Beach Community Redevelopment Agency ("CRA") is seeking Bids from qualified Bidders to construct a commercial building to be located at 95 SW 5<sup>th</sup> Avenue, Delray Beach, Florida, 33444, in accordance with the terms, conditions, and specifications contained in the Invitation to Bid (ITB).

The ITB documents are available beginning Tuesday, September 6, 2022, on (a) the Delray Beach Community Redevelopment Agency website - [www.delraycra.org](http://www.delraycra.org) and on (b) the Bid Sync website - [www.bidsync.com](http://www.bidsync.com).

Mailed or hand-delivered hard copies of sealed Bids will be accepted at the CRA Office, located at 20 N Swinton Avenue, Delray Beach, Florida, 33444, before or until the Bid Submission Due Date and Time. Submission of Bids electronically will not be accepted. Bid packages shall have the following information clearly marked on the outside of the sealed package: Bidder's name, return address, ITB number, Bid Submission Due Date, and the title of the Bid. Bids will be publicly opened and read aloud at the CRA Office immediately after the Bid Submission Due Date and Time. The CRA will not be responsible for and will not accept any late, delayed, misdelivered, or nondelivered Bids. Bids arriving after the Bid Submission Due Date and Time will not be accepted and will be returned to the sender unopened.

**The CRA will hold a Voluntary Pre-Bid Meeting on Thursday, September 15, 2022, starting promptly at 10:00 a.m. EST, at the Arts Warehouse, located at 313 NE 3<sup>rd</sup> Street, Delray Beach, Florida, 33444.**

It is the responsibility of the Bidder to ensure all required information is included in their Bid submission. All Bidders are advised to closely examine the ITB documents. Any questions regarding the completeness or substance of the ITB documents or scope of work must be submitted in writing via email to Ivan Cabrera, AICP, CRA Redevelopment Manager, at [cabrerai@mydelraybeach.com](mailto:cabrerai@mydelraybeach.com), by the Question Submittal Deadline of Thursday, September 22, 2022 at 5:00 p.m. EST.

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

The CRA reserves the right to accept or reject any or all Bid(s), in whole or in part, with or without cause without any liability to the CRA. The CRA does not warranty or represent that any award or recommendation will be made as a result of the issuance of this Legal Advertisement or the ITB, or receipt of a Bid(s). The CRA and Bidder will be bound only if and when a Bid, as it may be modified, is approved and accepted by the CRA, and the applicable agreements pertaining thereto are approved, executed, and delivered by the Bidder to the CRA, and then only pursuant to the terms of the agreements executed by the Bidder and the CRA.

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## SECTION 1: GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

- a. *Architect of Record: person and/or firm developing the design and preparing the signed and sealed construction drawings for the project.*
- b. *Awarded Bidder: Bidder who is awarded a contract to provide goods or services to the CRA.*
- c. *Bid: any offer(s) submitted in response to an Invitation to Bid.*
- d. *Bidder: person or firm submitting a Bid in response to an Invitation to Bid.*
- e. *Bid Solicitation or ITB: this Invitation to Bid, including all documentation and any and all addenda.*
- f. *CRA: shall refer to the Delray Beach Community Redevelopment Agency.*
- g. *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.*
- h. *Contractor: Awarded Bidder who executes a Contract with the CRA to provide the necessary goods or services.*
- i. *Invitation to Bid: this formal Solicitation requesting Bids from all interested qualified Bidders.*
- j. *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.*
- k. *Responsive Bidder: Bidder whose Bid conforms in all material respects to the terms, conditions, and specifications included in the Invitation to Bid.*
- l. *Solicitation Summary Form: describes the goods or services to be purchased and the price, and must be completed by the Authorized Agent of the Bidder and submitted with the Bid.*

### 2. CONE OF SILENCE/NO LOBBYING

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the CRA, all solicitations, once advertised and until the appropriate authority approves an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders, the CRA Staff, and the CRA Board Members, amongst other parties.

As to any matter relating to this ITB, any Bidder, Bidder's team member, or anyone representing a Bidder 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 Bidder's representatives shall

include, but not be limited to, the Bidder's employees, partners, attorneys, officers, directors, consultants, lobbyists, any actual or potential subcontractor or consultant of the Bidder, or any member of the Bidder's team. If a Pre-Bid Meeting is scheduled, there will be an opportunity for inquiries to be made of CRA Staff during the scheduled Pre-Bid Meeting. All inquiries made outside of the Pre-Bid Meeting must be in writing and directed to Ivan Cabrera, AICP, CRA Redevelopment Manager, at (cabrerai@mydelraybeach.com.) Any violation of this condition may result in rejection of a submitted Bid and/or disqualification of the Bidder. This "Cone of Silence/No Lobbying" is in effect from the date of issuance of the ITB and shall terminate at the time the CRA Board selects a Bid, rejects all submitted Bids, or otherwise takes action which ends the Bid Solicitation process.

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, specifications, conditions, provisions, or requirements of the ITB. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the ITB documents or in the addenda issued. Where there appears to be a conflict between the ITB documents and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form when any addenda have been issued.

4. LEGAL REQUIREMENTS

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

5. CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its previously submitted Bid by submitting a new Bid with a written letter on the Bidder's letterhead, signed by an authorized agent of the Bidder, duly notarized, and submitted to the CRA Office located at 20 N Swinton Avenue, Delray Beach, Florida, 33444, stating that the new Bid submittal replaces the original Bid submittal. The new Bid submittal shall contain the letter and all information as required for submitting a Bid. No oral modifications to a submitted Bid will be allowed. Modifications shall not be allowed after the Bid Submission Due Date and Time.

6. WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the CRA prior to the scheduled Bid opening may withdraw a Bid. The withdrawal letter must be on the firm's letterhead, signed by an authorized agent of the Bidder, duly notarized, and delivered to the CRA Office located at 20 N Swinton Avenue, Delray Beach, Florida, 33444, stating that the Bid is being formally withdrawn. No oral modifications or withdrawals of a submitted Bid will be allowed.

7. CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Solicitation Summary Form, or any addendum

issued, the order of precedence shall be: the last addendum issued, the Solicitation Summary Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

8. PROMPT PAYMENT TERMS

It is the policy of the CRA that payment for all purchases by the CRA shall be made in a timely manner. The CRA will pay the Contractor upon receipt and acceptance of the goods or services by a duly authorized representative of the CRA. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the CRA shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the CRA, not later than sixty (60) days after the date on which the proper invoice was received by the CRA.

9. PREPARATION OF BIDS

- a. The required Bid forms contained herein must be completed and submitted with the Bid. Use of any other forms or changes to the forms will result in the rejection of the Bid. All forms must be legible. Bidders shall use typewriter, computer, or ink to complete the forms. Incomplete or illegible forms may cause the Bid to be rejected.
- b. An authorized agent of the Bidder's firm must sign all required forms where indicated. **Failure to sign any of the required forms shall 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 Bid 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 receipt of the Bid by the CRA by the Bid Submission Due Date and Time, and at the place stated in this Bid Solicitation. No exceptions will be made due to non-delivery, weather, carrier, traffic, illness, or other issues.

10. CANCELLATION OF BID SOLICITATION

The CRA reserves the right to cancel, in whole or in part, this ITB when it is in the best interest of the CRA which shall be determined at the sole and absolute discretion of the CRA.

11. AWARD OF CONTRACT

- a. The Contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Bid Solicitation, and in the best interest of the CRA. The CRA shall be the sole and absolute 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 Awarded Bidder**, provided that the scope of work of this ITB 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 ITB.
  - e. The CRA will provide a copy of the Bid Tabulation to all Bidders responding to this ITB.
  - f. The ITB, any addenda and/or properly executed modifications, the signed Contract, the purchase order, and any change order(s) shall constitute the Contract.
  - g. Award of this Bid may be predicated on compliance with and submittal of all required documents and forms as stipulated in this ITB.
  - h. The CRA reserves the right to request and evaluate additional information from any Bidder after the Bid Submission Due Date and Time as the CRA deems necessary.
  - i. The CRA reserves the right to accept or reject any or all Bid(s), in whole or in part, with or without cause without any liability to the CRA. The CRA does not warranty or represent that any award or recommendation will be made as a result of the issuance of this ITB or receipt of a Bid. The CRA and the Bidder will be bound only if and when a Bid, as it may be modified, is approved and accepted by the CRA, and the applicable Contract(s) pertaining thereto are approved, executed and delivered by the proposer to the CRA, and then only pursuant to the terms of the Contract(s) executed by the Contractor and the CRA.
12. **CONTRACT EXTENSION**  
The CRA reserves the right to automatically extend any Contract for a maximum period not to exceed one hundred and eighty (180) calendar days in order to provide the CRA with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded.
13. **WARRANTY**  
All warranties express and implied shall be made available to the CRA for goods and services covered by this ITB. All goods furnished shall be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the CRA, the Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.
14. **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.
15. **NON-EXCLUSIVITY**  
It is the intent of the CRA to enter into a Contract 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.

16. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the CRA and the Awarded Bidder, continue until completion at the same prices, terms, and conditions.

17. BID PROTEST

A Bidder that has submitted a response to this ITB and is adversely affected by the decision to award, may file a formal written protest through filing a type-written protest with the CRA office. The Bidder shall file its type-written protest with the CRA, delivered to the CRA Executive Director, at 20 N Swinton Avenue, Delray Beach, Florida, 33444, Monday through Friday, between the hours of 8:00 AM EST and 5:00 PM EST, excluding legal holidays. Bid Protests shall not be accepted through email. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and number of the solicitation. Additionally, the protest shall be signed by an authorized agent of the Bidder and notarized. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the CRA. The protest shall be limited to 15 type-written pages. A written protest shall not challenge the specifications, scope of work, relative weight of evaluation criteria, a formula for assigning points, any request for additional information from Bidders, to reject insufficient and unclear Bids, ranking of Bids, to negotiate a contract, to abandon negotiations, and to approve a contract.

The written protest must be received within three (3) business days from the time of initial posting of the intended award. Notice of Intent to Award shall be posted on the CRA's website, [www.delraycra.org](http://www.delraycra.org), and on BidSync, [www.bidsync.com](http://www.bidsync.com). Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Bidder of all rights of protest.

The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to one percent (1%) of the protestor's Bid or five thousand dollars (\$5,000), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the Delray Beach Community Redevelopment Agency. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.

18. LAWS AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. Bidders shall be familiar with all Federal, State, and local laws that may affect the goods and/or services offered.

19. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections (if applicable), 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 the Contractor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Contractor. If the Awarded Bidder does not

hold a City of Delray Beach Business Tax Receipt at the time of award, the Awarded Bidder must obtain the necessary Business Tax Receipt prior to finalizing the Contract.

20. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the Contractor 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 written consent of the CRA may result in termination of the Contract for default.

21. ASSIGNMENT

The Contractor 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 written consent of the CRA may result in termination of the Contract for default.

22. 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.

23. RESPONSIBILITIES AS EMPLOYER

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

It is the Contractor'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 Contractor

24. INDEMNIFICATION

Contractor shall at all times hereafter indemnify, hold harmless and, at the CRA Executive Director's option, defend or pay for an attorney selected by the CRA Executive Director to defend the CRA, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CRA by reason of any such claim, cause of action, or demand, Contractor shall, upon written notice from CRA, resist and defend such lawsuit or proceeding by counsel satisfactory to the CRA or, at CRA's option, pay for an attorney selected by the CRA Executive Director to defend the CRA. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

25. COLLUSION

Bidder certifies that its Bid is made without prior understanding, agreement, relation 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.

The Bidder(s) attests that the Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder.

26. MODIFICATION OF CONTRACT

The Contract may be modified by mutual consent, in writing, through an amendment to the Contract, a supplemental agreement, purchase order, or change order, as appropriate. The CRA's Executive Director may further approve and amend the Contract by executing a written agreement signed by both parties.

27. TERMINATION FOR CONVENIENCE

The CRA, at its sole and absolute discretion, reserves the right to terminate any Contract entered into pursuant to this ITB with or without cause immediately upon providing written notice to the Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The CRA shall be liable only for reasonable costs incurred by the Contractor prior to the date of the notice of termination. The CRA shall be the sole judge of "reasonable costs."

28. TERMINATION FOR DEFAULT

The CRA reserves the right to terminate the Contract, in part or in whole, or place the Contractor on probation in the event the Contractor fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the Contractor must cure any such failure to perform or default. If the Contractor fails to cure the default within the time specified, the CRA may then terminate the subject Contract by providing written notice to the Contractor. The CRA further reserves the right to suspend or debar the Contractor in accordance with the appropriate CRA ordinances, resolutions, and/or policies. The Contractor will be notified by letter of the CRA's intent to terminate. In the event of termination for default, the CRA may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

29. FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the CRA through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The 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.

30. ACCESS AND AUDIT OF RECORDS

The CRA reserves the right to require the Contractor to submit to an audit by an auditor of the CRA's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to the Contract, at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Contract, and upon request, make them available to the CRA for three (3) years following expiration of the Contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the CRA to ensure compliance with applicable accounting and financial standards.

31. 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.

32. 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 Bid 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 Bid 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.

33. ADDITIONAL FEES AND SURCHARGES

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

34. 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).

35. BINDING EFFECT

All of the terms and provisions of the Contract, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

36. SEVERABILITY

In the event any term or provision of any Contract entered into pursuant to this Bid Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.

37. GOVERNING LAW AND VENUE

This Contract and all transactions contemplated by this Contract 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.

38. ATTORNEY'S FEES

In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Contract, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels, to the extent permitted by law.

39. 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 Contractor agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the Contract. The Contractor 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 Contractor 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 Bid Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

40. CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with an Awarded 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 Awarded 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.

41. LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in this Bid Solicitation or the Contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the Contractor.

42. MINIMUM WAGE REQUIREMENTS

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

43. 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 back order items, and the number or quantity of items being delivered.

44. PURCHASE OF OTHER ITEMS

The CRA reserves the right to purchase other related goods or services, not listed in the Bid Solicitation, during the Contract term. When such requirements are identified, the CRA may request price quote(s) from the Contractor. 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 Contractor, another contract vendor, or a non-contract vendor.

45. 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 CRA will not accept Bids when the entire Bid is labeled as exempt from disclosure. The 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 Contractor 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 ITB.

46. CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the CRA. Further, all Bidders must disclose the name of any 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 and may be grounds for further disqualification from participating in any future Bids with the CRA.

47. 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.

48. OTHER GOVERNMENTAL AGENCIES

The Contractor who is awarded and executes a Contract as a result of this ITB, 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.

49. 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 Contractor, 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 Contractor. In these cases, the Contractor 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.

50. FAILURE TO DELIVER OR COMPLETE WORK

Should the Contractor 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 Contractor 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 reimbursing the Contractor for work that 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 Contractor, 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.

51. CORRECTING DEFECTS

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

52. ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. The Contractor performing services or delivering goods under this Contract shall conform to all relevant OSHA, State, County, and local 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, Ear Protection, Construction Boots, and Face Masks. Any fines levied by the above-mentioned authorities for

failure to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the CRA.

53. OMISSIONS IN SPECIFICATIONS

The specifications and/or scope of work contained within this Bid Solicitation describe the various functions and classes of work required as necessary for the completion of the work described in this ITB. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Contractor from furnishing, installing, or performing such work where required to the satisfactory completion of the scope of work as described in this ITB.

54. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

Contractor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Contractor in conjunction with this Bid 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 CRA by the Contractor are found to be defective or do not conform to specifications, (1) the materials may be returned to the Contractor at the Contractor's expense and the Contract cancelled; or (2) the CRA may require the Contractor to replace the materials at the Contractor's expense.

55. 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 Contractor performing under this Contract are required to provide two (2) complete sets of Material Safety Data Sheets to the CRA of any products that are subject to these regulations. This information should be provided at the time when the initial delivery is made.

56. TAXES

The CRA is exempt from Federal and State taxes for tangible personal property.

57. BIDDER'S COSTS

The CRA shall not be liable for any costs incurred by Bidders in responding to this ITB.

58. SUBSTITUTION OF PERSONNEL

It is the intention of the CRA that the Awarded Bidder's personnel proposed in its Bid shall be available for the initial Contract term. In the event the Awarded Bidder wishes to substitute personnel prior to the execution of the Contract, the Awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the CRA's written 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 terminate Contract negotiations. In the event the Contractor wishes to substitute personnel after the execution of the Contract, the Contractor shall propose personnel of equal or higher



qualifications, and all replacement personnel are subject to the CRA's written 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.

59. FORCE MAJEURE

The CRA and the Contractor are excused from the performance of their respective obligations under the Contract when and to the extent that their performance is directly delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.
- e. The CRA's approval is required for any force majeure event asserted by the Contractor.

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 CRA, at its sole discretion, may excuse performance for a longer term. Economic hardship of the Awarded Bidder shall not constitute a force majeure. The term of the Contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

60. NOTICES

Notices shall be effective when received at the addresses specified in the Contract. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions shall not constitute effective notice. An original hard copy of the notice must also be mailed via certified mail to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the Awarded Bidder and the CRA.

All such notices, demands, requests and other communications which shall have been mailed in such a manner shall be deemed sufficiently served or given for all purposes hereunder on the

third (3rd) day following the date such notice, demand, request or other communication shall be deposited in any post office or branch post office within the continental United States.

61. FISCAL FUNDING OUT

The CRA's obligation pursuant to any Contract entered into in accordance with this ITB is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any Contract awarded shall result in automatic termination of the Contract.

62. 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 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 5 of this ITB may deem the Bid non-responsive.

**END OF SECTION 1**

## **SECTION 2: SPECIAL TERMS AND CONDITIONS**

1. **PURPOSE**

The purpose of this Bid Solicitation is to obtain Bids from qualified contractors and establish a contract for the construction of a new commercial building located at 95 SW 5<sup>th</sup> Avenue, Delray Beach, Florida, 33444 ("Project"), in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

2. **CONTRACT MEASURES AND PREFERENCES**  
Intentionally Omitted.

3. **VOLUNTARY PRE-BID MEETING**

The CRA will hold a Voluntary Pre-Bid Meeting on September 15, 2022, starting promptly at 10:00 a.m. EST, at the Arts Warehouse, located at 313 NE 3<sup>rd</sup> Street, Delray Beach, Florida, 33444.

Potential Bidders should bring a copy of this ITB with them to the Voluntary Pre-Bid Meeting. Attendees will be allowed to ask questions of CRA Staff and obtain information on important aspects of this ITB.

The purpose of the Voluntary Pre-Bid Meeting 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 Bid Solicitation package. The failure or neglect of the Bidder to examine the Bid Solicitation package, shall in no way relieve the Bidder of any obligation with respect to its Bid, the scope of work required under this Bid Solicitation, or the requirements of any resulting Contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this Bid Solicitation package or the resultant Contract.

4. **TERM OF CONTRACT**

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

5. **METHOD OF AWARD: BEST VALUE**

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

6. **PRICES SHALL BE FIXED AND FIRM**

If the Bidder is awarded a Contract under this Bid 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 written authorization of the CRA.

7. PRICE ADJUSTMENTS  
Intentionally Omitted.

8. EXAMINATION OF CRA FACILITIES OR EQUIPMENT  
Prior to submitting its offer, it is recommended that the Bidder visit the site of the proposed Project 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.

9. EQUAL PRODUCTS  
Intentionally Omitted.

10. INCENTIVE COMPENSATION  
Intentionally Omitted.

11. LIQUIDATED DAMAGES  
Provisions for liquidated damages, if any, are set forth in the resultant Contract.

12. INSURANCE  
The Awarded Bidder shall not commence any performance pursuant to the terms of this Bid Solicitation until certification or proof of insurance has been received and approved 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 AM 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 \$2,000,000 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 Insurance - 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 Project site and Awarded Bidder's construction equipment, materials, and temporary structures:
  - 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 Contract, 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.
  - viii. Fire and lightning, vandalism, and malicious mischief.
  - ix. Extended coverage including windstorm, hail, flood, explosion, riot, civil commotion, aircraft, vehicle and smoke damage.
  
- e. Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$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.

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 less 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.

13. **PERFORMANCE BOND AND PAYMENT BOND**

The Bidder to whom a contingent award is made shall duly execute and deliver to the CRA a Performance Bond and a Payment 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 Payment Bond shall be delivered to the CRA contemporaneously with Contract execution. Sample formats for the bonds are available upon request.

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) business 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 are given by both parties that the Performance and Payment Bonds do not limit the liability of the Awarded Bidder to the CRA in the event of a material breach of the Contract 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 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.

14. **CERTIFICATIONS**

Any Bidder that submits a Bid in response to this Bid Solicitation shall, at the time of such Bid submittal, 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 Bid Solicitation and such work and/or 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 Bid; 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 prior to any award of contract.

15. **BID BOND/GUARANTY**

**The Bidder must submit with their Bid a Bid Guaranty** represented by a certified check, cashier's check, money order, or Bid Bond in favor of the CRA in the amount equal to five percent (5%) of the proposed Bid Price. The certified check, cashier's check, money order, or Bid Bond shall be made payable to the *Delray Beach Community Redevelopment Agency*. Bidders not selected for award will have their Bid Guaranty returned to them within 90 days of the Bid opening.

If the Awarded Bidder fails or refuses to execute the Contract or provide the necessary certificates of insurance, or the Performance and Payment Bonds following award within the timeframes set forth, the CRA shall retain the entire Bid Guaranty and disqualify the Bidder.

Additionally, **Bidders must submit with their Bid evidence of their financial capacity** to commence and complete the work associated with this Project. Such evidence may include a loan commitment letter, or other documentation clearly supporting the Bidder's financial capacity to commence and complete the work associated with this Project and all necessary responsibilities as stated within this ITB.

16. **METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK (PROGRESS PAYMENTS)**

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.

The Contractor 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 Contractor'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 prides itself on paying its vendors promptly and efficiently, and 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.

Payment shall be made for the items listed on the Bid Pricing Form on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, clean up, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and described in the specifications.

The CRA does not pay for items ordered and/or stored on site unless specifically approved by CRA and with written authorization from the CRA. Payment for items are paid once the item is installed, measured in place, completed and accepted.

It is intended that all license and other miscellaneous administrative costs, overhead and profit, and all other costs to the Contractor not specifically identified in the item descriptions be distributed among and included in the unit prices stated. No additional payment shall be made for transportation, communications, office maintenance, and other incidental work or services,

and no further payment shall be made for remobilization unless all of the work is suspended by the CRA for a period in excess of three (3) months and through no fault to the Contractor.

The Contractor's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for various appurtenant items of work.

All required manufacturer testing and certification shall be included in the unit prices bid. Density testing required for compacted backfilling, and concrete strength and materials testing required at the time of construction shall be arranged for and paid for by the Contractor.

17. COMPLETION OF WORK

The Contractor shall complete the scope of work as required by this Bid Solicitation within the timeframe stated in Section 3 of this Bid Solicitation.

18. WARRANTY REQUIREMENTS: ONE (1) YEAR

In addition to all other warranties that may be supplied by the Contractor, the Contractor shall warrant its products and/or services 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 Contractor is under contract with the CRA at the time of defect. Any payment by the CRA on behalf of the services received from the Contractor does not constitute a waiver of these warranty provisions.

19. ADDITIONAL FACILITIES OR PRODUCTS

Intentionally Omitted.

20. CATALOGS AND PRICE LISTS

Intentionally Omitted.

21. CLEAN UP

The Contractor shall keep the Project Site and work areas free of rubbish and other unusable materials and debris; and shall restore to their original conditions those portions of the work areas not designated for alteration by this Bid Solicitation. Clean up and disposal of rubbish, debris, and unusable materials shall be accomplished at the end of each workday and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the Project Site.

The Contractor shall also remove, when no longer needed, all temporary structures and equipment. Upon final completion of the Project, the Contractor shall thoroughly clean up all areas where work has been involved and shall be immediately restore to original condition all work areas not designated for alteration by this Bid Solicitation.

22. DEMONSTRATION OF EQUIPMENT

Intentionally Omitted.



23. HOURLY RATE  
Intentionally Omitted.

24. MOTOR VEHICLE LICENSE REQUIREMENT  
Intentionally Omitted.

25. PATENTS AND ROYALTIES  
The Contractor, without exception, shall indemnify and hold harmless the CRA and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the Awarded Bidder.

If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

26. PRE-CONSTRUCTION CONFERENCE  
Prior to the start of construction, the Contractor is required to attend a Pre-Construction Conference with CRA Staff, Architect of Record, and any other party that is designated to represent the CRA for this Project.

The Architect of Record will be responsible for coordinating and schedule the Pre-Construction Conference.

27. RELEASE OF CLAIM REQUIRED  
Pursuant Section 255.05, Florida Statutes all payments to the subcontractors shall be made by the Contractor within ten (10) days of receipt of the partial payment from the CRA. With the exception of the first partial payment, the Contractor must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the Project within ten (10) days after receipt of the partial payment by the Contractor for monies due such subcontractors and suppliers as a result of a percentage of the work completed. The Contractor must provide CRA Staff with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the Project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the Contractor. In the event such affidavits cannot be furnished, the Contractor may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the Contractor fails to provide consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

28. 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 scope of work, their qualifications (including any licenses, certifications, etc.), capabilities, 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 subcontractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, prior to the award of any Contract, at the sole and absolute discretion of the CRA.

29. 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 scope of work. The Contractor shall proceed with the performance of any changes in the work so ordered by the CRA, unless the Contractor believes that such changes entitle it to a change in the Contract price or time, or both, in which event the Contractor shall give the CRA immediate written notice thereof after the receipt of the ordered change. Thereafter, the Contractor 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 Contractor; a construction change directive may or may not be agreed to by the Contractor; 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 Contractor 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 Contractor, 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.

30. FAILURE TO DELIVER OR COMPLETE WORK

Should the Contractor 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 Contractor 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 Contractor 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 Contractor, 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.

31. WORK COVERED BY CONTRACT DOCUMENTS

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations to construct the improvements, including but limited to roadway, water, sewer, drainage, structural, landscaping, and electrical improvements for the CRA as described and specified further in this ITB, and the Technical Specifications and as shown on the Construction Documents, Exhibits, Addenda, or Amendments to the Contract Documents.

Except as specifically noted, the Contractor shall provide and pay for:

- a. Labor, materials, tools, construction equipment, and machinery.
- b. Water and utilities required for construction.
- c. Other facilities and services necessary including: all required testing, and for proper execution and completion of the scope of work required for the Project.

The Contractor shall comply with all Federal, State, local codes, ordinances, rules, regulations, orders, permits and other legal requirements of the CRA.

32. OTHER FORMS OR DOCUMENTS

If the CRA is required by the Contractor to complete and execute any other forms or documents in relation to this Bid Solicitation, the terms, conditions, and requirements in this Bid Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Contractor's forms or documents.

33. SILTATION AND BANK EROSION

The Contractor shall take adequate precautions to minimize siltation and bank erosion in the vicinity of canals or ditches, in discharging well point systems, or during other construction activities.

34. STORAGE OF MATERIALS

Suitable storage facilities shall be furnished by the Contractor. All materials, supplies and equipment intended for use in the work to complete the Project shall be suitably stored by the Contractor to prevent damage from exposure, admixture with foreign substances, vandalism, or other cause. All hazardous materials must be stored in compliance with all pertinent requirements concerning their safe use and storage. The CRA will refuse to accept, or sample for testing, materials, supplies or equipment that have been improperly stored, as determined by the CRA.

Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in manner acceptable to the CRA before any payment for same will be made. Materials strung out along

the line of construction will not be allowed unless the materials will be installed within one (1) week from the time of unloading and stringing out.

35. PRESERVATION OF PROPERTY

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the CRA.

In case of failure on the part of the Contractor to restore such property, or make good such damage for injury, the CRA may, after 48 hours' notice to the Contractor, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under the resultant contract.

36. PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times so conduct its work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road, street, or parking area shall be closed to the public, except with the permission of the CRA and any other jurisdictional governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the Contractor to ensure public access to sidewalks, parking, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. No open excavation shall be left overnight. All open excavation within the roadway shall be backfilled and a temporary asphalt patch applied prior to darkness each day. A cold asphalt patch is acceptable.

37. SAFETY AND OSHA COMPLIANCE

The Contractor shall comply in all respects with all Federal, State and local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

The Contractor shall comply in all respects with the applicable Workers' Compensation Law.

38. CONTRACTOR'S USE OF PREMISES

The Contractor shall coordinate use of Project Site and other work areas under direction of CRA Staff. The Contractor may request complete use of the Project Site from the CRA. The Contractor shall not use any private property, municipal property, or CRA property outside of the Project Site not governed by a Temporary Construction Easement, License Agreement, or other legally binding agreement allowing such use.

The Contractor shall assume full responsibility for the protection and safekeeping of equipment and materials stored on the Project Site.

The Contractor shall move any stored products, materials, equipment, etc. that is under the Contractor's control, that interferes with the operations of the CRA or impedes public access to

sidewalks, parking, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

**END OF SECTION 2**

### **SECTION 3: SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

1. GENERAL SCOPE OF WORK

The Contractor shall furnish all labor, equipment, materials, and perform all operations necessary to provide the construction services necessary to complete the construction of a new commercial building located at 95 SW 5<sup>th</sup> Avenue, Delray Beach, Florida, 33444, for the CRA in accordance with the Florida Building Code and the City of Delray Beach construction standards, and in accordance with the Technical Specifications and Construction Drawings, and other documents contained in this ITB.

2. PROJECT BACKGROUND

The Project site is a CRA-owned commercial property located in the Southwest Neighborhood at 95 SW 5<sup>th</sup> Avenue on the Historic NW/SW 5<sup>th</sup> Avenue commercial corridor.

A small public parking lot was constructed on the east side of the property in 2010 and the west side was left vacant to accommodate future development.

To encourage economic development and activation of the Historic NW/SW 5<sup>th</sup> Avenue commercial corridor, the CRA engaged an architect in FY 2018-19 to prepare design and construction drawings to develop a commercial building geared towards the purpose of providing affordable commercial retail space.

3. PROJECT DESCRIPTION

The Project involves the construction of a new two (2) story approximately 7,089 sq. ft. commercial building.

The ground floor area is approximately 2,245 sq. ft. and will include the lobby, staircase, restrooms, elevator, and one (1) commercial, retail, or office space with access from SW 5<sup>th</sup> Avenue.

The second-floor area is approximately 4,844 sq. ft. and will include restrooms, elevator, staircase, and two (2) commercial, retail, or office spaces.

The existing parking lot (with current access from SW 1<sup>st</sup> Avenue) will be reconstructed to have a total of five (5) parking spaces (two (2) of the parking spaces will be ADA compliant) plus bicycle parking for 6 bicycles.

The Contractor will be responsible for utility coordination which will include removal of light poles, installing new light poles, light box relocation, and any other utility work required for the project. Current FPL utility lines are underground.

During the first quarter of 2020, the CRA submitted a request for approval of a Class V Site Plan to the City of Delray Beach. A waiver required to move forward with the Project was approved by the Site Plan Review and Appearance Board (SPRAB) on April 28, 2021, and by the City Commission on May 18, 2021. The SPRAB approved the Class V Site Plan on August 25, 2021. The Architect of Record and the CRA are working on finalizing approval for City of Delray Beach Building Permit 22-00201687 for this Project.

The Building Permit will be paid for by the CRA; this cost shall not be included in the Bid Price. The Building Permit will be pulled by the Contractor when the Notice to Proceed is issued by the CRA.

The Contractor will also be responsible for obtaining the necessary agreements for staging and parking purposes.

The Contractor, Architect of Record, and the CRA will attend weekly meetings, in person or virtually, for the purpose of providing status updates on the Project. Meetings will be coordinated by the Contractor.

4. TECHNICAL SPECIFICATIONS

Technical Specifications for this Project are herein incorporated into this Bid Solicitation as Exhibit A, Technical Specifications.

5. CONSTRUCTION DRAWINGS

Construction Drawings for this Project are herein incorporated into this Bid Solicitation as Exhibits B.

6. REQUIREMENTS

- a. Working hours for this Project shall be:
  - i. 8:00 a.m. EST to 5:00 p.m. EST Monday through Friday, except holidays
  - ii. 8:00 a.m. EST to 5:00 p.m. EST Saturday, if required and previously requested by the Contractor and approved by the CRA.
- b. Pay Applications shall be reviewed and approved by the Architect of Record prior to submitting to the CRA.
- c. Inspections by the Architect of Record shall be coordinated with all parties (CRA, Architect of Record, and Contractor) at least 5 business days in advance. Inspections shall occur during regular business hours (8:00 a.m. EST to 5:00 p.m. EST Monday through Friday, except holidays.) Documentation of inspection shall accompany every Pay Application.

7. PROJECT TIMELINE

The Contractor agrees to complete the Project within the timeframe designated by the CRA. The Contractor shall agree to complete the Project no later than 365 calendar days after the Notice to Proceed is issued. The CRA, at its discretion, may allow for time extensions for unforeseen and unexpected delays.

The anticipated start date for the Project will occur shortly after the CRA Board awards a contract and a contract is fully executed by the Awarded Bidder and the CRA.

**END OF SECTION 3**

## SECTION 4: MINIMUM QUALIFICATIONS

Along with information requested elsewhere in this ITB, Bidders shall submit information and documentation requested in this Section that confirms it meets the minimum qualification requirements.

1. Bidder has a State of Florida General Contractor's license, 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 Bid Solicitation.

**Provide supporting documentation in the form of a copy of license(s) and/or certificates that the Bidder meets this qualification:**

- 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.
2. Bidder must have been in business under its current business name for a minimum of five (5) years prior to the Bid Submission Due Date and Time.

**Provide supporting documentation (e.g. state, county, city business license; occupational license) that confirms Bidder meets this qualification:**

- a. In business under current business name for a minimum of five (5) years prior to the Bid Submission Due Date and Time.
3. **Provide proof that Bidder is registered with the State of Florida, Division of Corporations to do business in Florida.**
4. **Provide proof that Bidder has a City of Delray Beach Business Tax Receipt.**
  - a. Note: If Bidder does not have a City of Delray Beach Business Tax Receipt at the time of Bid Submission, Awarded Bidder will be required to obtain a City of Delray Beach Business Tax Receipt prior to finalization of the Contract.

5. 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.
6. Bidder shall have experience as the Prime Contractor for at least five (5) completed or currently ongoing projects of similar size, scope, and complexity (e.g., new commercial building structures), within the last seven (7) years. Bidder must have a proven record of successfully completing or working on new commercial building projects, and preferably a record of completing or working on public construction projects. Bidder must have a proven track record of coordinating trades required for structural, mechanical, plumbing, and electrical work required for new commercial buildings.



- a. **Bidder must provide at least five (5) Project Reference Forms for the aforementioned projects used to prove experience** and indicate: a) Bidder's role and responsibilities for the listed project; b) client's name and address including a contact person, email address, and phone number for reference verification; c) description of the project and work completed; d) total dollar value of the contract; e) contract duration; f) Bidder's team members on the reference project and whether those team members will be a part of this Project identified in this Bid Solicitation; and g) for completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and include available performance evaluations;
7. Bidder 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 Bidder is required. The CRA will verify the status.
8. 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.
9. **Bidder shall provide a short narrative which shall include a general introduction statement, a brief overview of the Bidder and its team members (including subconsultants), and why the Bidder is the most qualified for this Project.**
10. **Bidder shall provide the names, roles, responsibilities, and experience of all subcontractors to be used for this Project.**
  - a. Bidders must provide all applicable Certificate of Competency(ies) issued to the subcontractor(s).

**END OF SECTION 4**

## **SECTION 5: BID FORMS AND AFFIDAVITS**

### **BID FORMS AND AFFIDAVITS**

The forms listed below shall be completed by an authorized agent of the Bidder having legal authorization to contractually bind the Bidder's company or firm. Each signature/acknowledgement represents a binding commitment upon the Bidder to provide the goods and/or services offered to the CRA if the Bidder is awarded the Contract.

1. Bid Submittal Page
2. Solicitation Summary Form
3. Acknowledgement of Addenda
4. Bid Submittal Signature Page
5. Bid Pricing Form (Schedule of Values)
6. Conflict of Interest Disclosure Form
7. Scrutinized Companies Certification Pursuant to Florida Statutes § 287.135
8. Notification of Public Entity Crimes Law
9. Notification of Public Records Law
10. Drug-Free Workplace
11. Non-Collusion Affidavit
12. Sample Bid Bond (Example of Required Bid Bond to be submitted)

## **BID SUBMITTAL PAGE**

This Bid Submittal Page and all following pages shall be included in the original Bid package.

Please also include any additional information or documentation as required by this ITB.

### **INSTRUCTIONS**

Sealed Bids must be received by the CRA on or before the Bid Submission Due Date and Time via hard copy at the CRA Office , located at 20 N. Swinton Avenue, Delray Beach, Florida 33444. Normal business hours are 8:00 AM EST to 5:00 PM EST, Monday through Friday, except holidays. All Bids will be publicly opened at the CRA Office immediately after the Bid Submission Due Date and Time unless otherwise specified.

Each Bid submitted to the CRA shall have the following information clearly marked on the face of the package: Bidder's name, return address, ITB number, Bid Submission Due Date, and the title of the Bid. Included in the package shall be one (1) hard copy clearly identified as the "Original" that include signed originals of all required forms, and one (1) electronic version of the Bid on a Universal Serial Bus (USB) drive in legible and searchable PDF format. If any of the required forms are not included in the Bid and/or are not signed or if any of the required information is not included in the Bid, the CRA may deem the Bid non-responsive. Bids deemed non-responsive are not evaluated or considered by the CRA.

**ITB CRA No.: 2022-01**

**Title: 95 SW 5<sup>th</sup> Avenue Commercial Building Construction**

**Due Date and Time: October 21, 2022 @ 2:00 PM EST**

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**Name of Bidder**

## SOLICITATION SUMMARY FORM

### IMPORTANT NOTICE

The information you provide on this page will be read aloud at the **PUBLIC OPENING** for this Bid 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 CRA determines that the information contained in your Bid is different from the information on this Solicitation Summary Form, 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 CRA No. 2022-01

Title: 95 SW 5<sup>th</sup> Avenue Commercial Building Construction

Due Date and Time: October 21, 2022 @ 2:00PM EST

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Bid Amount: \$ \_\_\_\_\_

Written Bid Amount: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_

Authorized Agent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By signing and submitting this Solicitation Summary Form, 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.**

## ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES, AND SIGN

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### 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 \_\_\_\_\_

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### PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

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\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Name and Title of Authorized Agent (Print or Type)

\_\_\_\_\_  
Date

### 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.**

Name of Bidder:

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Street Address:

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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)

Authorized Agent Name: 

---

Title: 

---

By signing this document, the Bidder agrees to all Terms and Conditions of this Bid 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 BID 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.**

## BID PRICING FORM

1. PRICE

Bidder shall indicate the firm and fixed price offered to the Delray Beach Community Redevelopment Agency for the work described in this Bid Solicitation.

2. SCHEDULE OF VALUES

Bidder shall submit a schedule of values supporting the Bid Price.

3. PROJECT COMPLETION

Bidder agrees that the work will be finally complete **no later than 365 calendar days** from the date of issuance of the Notice to Proceed.

**BID PRICE:**

\$

\_\_\_\_\_

DOLLAR AMOUNT

\_\_\_\_\_

WRITTEN DOLLAR AMOUNT

\_\_\_\_\_

Bidder Name

\_\_\_\_\_

Authorized Agent Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name and Title

## 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:

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Authorized Agent 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.

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COMPANY NAME

---

SIGNATURE

---

PRINT NAME

---

TITLE

**Must be executed and returned with the Bid 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:

---

Bidder Name

---

Authorized Agent 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, CHRISTINE TIBBS, 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 [TIBBSC@MYDELRAYBEACH.COM](mailto:TIBBSC@MYDELRAYBEACH.COM).**

Acknowledged by:

---

Bidder Name

---

Authorized Agent 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:

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Authorized Agent 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 CRA No.: \_\_\_\_\_ Title: \_\_\_\_\_

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, 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 CRA 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: \_\_\_\_\_

**SAMPLE BID BOND**

STATE OF FLORIDA                     )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MY BY THESE PRESENTS that \_\_\_\_\_ as Principal, and \_\_\_\_\_ as surety, are held and firmly bound unto the Delray Beach Community Redevelopment Agency, Florida, hereinafter called the CRA in the penal sum of \_\_\_\_\_ dollars (\$) lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, for project titled:

**95 SW 5<sup>th</sup> Avenue Commercial Building Construction  
Delray Beach Community Redevelopment Agency  
ITB CRA No. 2022-01**

NOW, THEREFORE,

- (a) It is a condition precedent to the submission of said bid that a certified check, cashier's check or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that Bidder would, if awarded the contract, enter into a written contract with the CRA for the completion of the Work specified in the Contract Documents for the amount indicated in the Bid.
- (b) If the Principal shall not withdraw said bond within (90) days after date of the same, and shall within (30) days after the prescribed forms are presented to him for signature, enter into a written contract with the CRA in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligation shall be void and of no effect, otherwise the sum herein stated shall be due and payable to the CRA and the surety herein agrees to pay said sum immediately upon demand of the CRA in good and lawful money of the United States of America as liquidated damages for failure thereof of said principal.

IN WITNESS WHEREOF, the above-bounded parties executed this instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

I \_\_\_\_\_ (person), on behalf  
of \_\_\_\_\_

(surety)

\_\_\_\_\_ (Surety Company) have  
read

and examined the Performance and Payment Bonds attached to Bid No. \_\_\_\_\_.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

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 6: EXHIBITS**

- Exhibit A: Technical Specifications (Separately Attached)
- Exhibit B: Construction Drawings (Separately Attached)
- Exhibit C: Property Map and Photos
- Exhibit D: Property Summary
- Exhibit E: Project Reference Form

**Exhibit A: Technical Specifications**

Exhibit A is separately attached.

Please remember to separately download Exhibit A – Technical Specifications.

**Exhibit B: Construction Drawings**

Exhibit B is separately attached.

Please remember to separately download Exhibit B – Construction Drawings

**EXHIBIT C: PROPERTY MAP**

Project Site is outlined in red.



## Project Site Photos

Bidders are encouraged to visit the Project Site on their own time.





## EXHIBIT D: PROPERTY SUMMARY

**Property Detail**

Location Address

Municipality

Parcel Control Number

Subdivision

Official Records Book/Page

Sale Date

Legal Description

95 SW 5TH AVE

DELRAY BEACH

12-43-46-17-06-029-0280


DELRAY BCH RESUB BLK 29 IN

22581 / 1328

APR-2008

DELRAY BCH RESUB BLK 29 LT 28 (LESS W 5 FT SW 5TH AVE & TRGLR PAR R/WS) & LT 29 (LESS W 5 FT SW 5TH AVE R/W) BLK 29

Show Full Map



Nearby Sales Search

**Owner Information**

Owner(s)

DELRAY BEACH CRA

Mailing Address

20 N SWINTON AVE

DELRAY BEACH FL 33444 2632

Change of Address

**Sales Information**

Sales Date	Price	OR Book/Page	Sale Type	Owner
APR-2008	\$215,000	22581 / 01328	WARRANTY DEED	DELRAY BEACH CRA
JUN-2000	\$2,061	11825 / 00337	TAX DEED	VASQUEZ VINCENT

NOTE: Sales do not generally appear in the PAPA database until approximately 1 to 3 weeks after the closing date. If a recent sale does not show up in this list, please allow more time for the sale record to be processed.

**Exemption Information**

Exemption Year: 2022

Portability Calculator

Applicant/Owner

Year

Detail

2022

**Property Information**

Subarea and Sq. Footage for Building 0

Code Description

No Data Found.

Number of Units

0

Total Square Feet\*

0

Acres

0.1716

Property Use Code

8900 - MUNICIPAL

Zoning

CBD - CBD-CENTRAL BUSINESS ( 12-DELRAY BEACH )

\* May indicate living area in residential properties.

Request Structural Details Change

Sq. Footage

Structural Element for Building 0

Sketch for Building 0

No Image Found

**Appraisals**

Show 5 year | Show 10 year

Tax Year	2021	2020	2019	2018	2017
Improvement Value	\$22,876	\$23,446	\$24,017	\$13,099	\$12,995
Land Value	\$129,629	\$129,629	\$123,456	\$77,160	\$59,182
Total Market Value	\$152,505	\$153,075	\$147,473	\$90,259	\$72,177

All values are as of January 1st each year

**Assessed and Taxable Values**

Show 5 year | Show 10 year

Tax Year	2021	2020	2019	2018	2017
Assessed Value	\$105,676	\$96,069	\$87,335	\$79,395	\$72,177
Exemption Amount	\$105,676	\$96,069	\$87,335	\$79,395	\$72,177
Taxable Value	\$0	\$0	\$0	\$0	\$0

**Taxes**

Show 5 year | Show 10 year

Tax Year	2021	2020	2019	2018	2017
Ad Valorem	\$0	\$0	\$0	\$0	\$0
Non Ad Valorem	\$78	\$78	\$78	\$78	\$78
Total tax	\$78	\$78	\$78	\$78	\$78

\*Buyers take note: Taxes will change and often increase substantially when a property sells. The seller's exemption benefits will GO AWAY the year after they sell and this may result in higher taxes for a buyer. Please use the [Property Tax Calculator](#) to get a better annual tax estimate if you are purchasing this property.

[Property Tax Calculator](#)[Property Tax Detail](#)[Tax Collector](#)

## EXHIBIT E: PROJECT REFERENCE FORM

The Bidder shall complete the following information for a previously completed or currently ongoing project/work within the stipulated time, where the Bidder believes said project/work is of equal or greater scope, size, and complexity that best represents its ability to complete the "Project." The reference provided below should be for one (1) reference project and must comply with the requirements listed in the ITB.

**FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.**

Bidder Name:
Reference Project Name:
Reference Project Location:
Description of Bidder's Role on Reference Project and Services Provided. Please use an additional sheet (one page max), if necessary:
Compensation for Services Provided:
Reference Project Start Date and Completion Date:
Reference Project Construction Cost:
Reference Project Construction Start Date and Completion Date:
Reference Project Completed on Time and Within Budget:
Indicate the Bidder's team members and their roles and responsibilities on the Reference Project and whether they will be involved in the Project related the CRA's ITB. Please use an additional sheet (one page max), if necessary.
<b>Reference Project Contact Information</b>
Contact Name and Title:
Company/Organization:
Phone and Email:

### **Bidder's Certification of Information**

By signing below, I acknowledge that the CRA reserves the right to contact the above-named Reference Project Contact and I certify that all information stated above is true and correct to the best of my knowledge.

Authorized Agent Signature: \_\_\_\_\_  
Authorized Agent Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_