

CITY OF GREENACRES

PALM BEACH COUNTY, FLORIDA



INVITATION TO BID

GLADIATOR PARK COURT RESURFACING

BID NO. 24-019

DEPARTMENT OF PURCHASING



CITY OF GREENACRES, FLORIDA

ADVERTISEMENT FOR BIDS

GLADIATOR PARK COURT RESURFACING BID NO. 24-019

The City of Greenacres, Florida is soliciting proposals from experienced and qualified companies to restore and resurface one (1) basketball court and restore, resurface, and convert one (1) basketball court into two (2) pickleball courts in Gladiator Park located at 4759 Gladiator Circle, Greenacres, FL 33463.

Bid proposals must be submitted online through DemandStar on or before **Wednesday, May 8, 2024 at 3:00 PM**. Any bid received after the designated closing time will be returned unopened.

Bidders desiring copies of the bid document for use in preparing a proposal may obtain a set of such documents from DemandStar at www.demandstar.com.

The City reserves the right to accept or reject any and all bid proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the agreement to that bidder whose bid proposal best complies with the specifications. Bidders may withdraw their bid proposals by notifying the City in writing at any time prior to the deadline for bid proposal submittal. After the deadline, the bid proposal will constitute an irrevocable offer, for a period of sixty (60) days. Once opened, bid proposals become a record of the City and will not be returned to the bidders.

Monica Powery, CPPB
Director of Purchasing

Dated: April 7, 2024
Published: Palm Beach Post



CITY OF GREENACRES
GLADIATOR PARK COURT RESURFACING
BID NO. 24-019

TABLE OF CONTENTS

<u>Subject</u>	<u>Page Number</u>
Cover	1
Advertisement.....	2
Table of Contents	3
 <u>SECTION I – GENERAL TERMS AND CONDITIONS</u>	
General Terms and Conditions.....	4
 <u>SECTION II – SPECIAL TERMS AND CONDITIONS</u>	
Special Terms and Conditions.....	10
 <u>SECTION III – SCOPE OF WORK</u>	
3-1. Scope of Work.....	14
 <u>SUBMITTAL FORMS/ATTACHMENTS</u>	
Bid Proposal Form.....	17
Bidder Certification	18
Bidder Qualifications.....	19
Site Inspection Form.....	20
Professional References	21
Drug-Free Certification	23
List of Proposed Subcontractors	24
Scrutinized Companies.....	25
E-Verify Acknowledgement	26
Non-Collusive Affidavit	27
Notice of Bid / Statement of Non-Response.....	29
Site Plan	Attachment A



CITY OF GREENACRES

SECTION I – GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION:

These documents constitute the complete set of specification requirements and bid forms. Bid proposal is to be filled in, signed, and submitted to the Purchasing Department through DemandStar on or before the specified date and time.

It is sole responsibility of the bidder to ensure that his/her bid proposal is submitted successfully on or before the closing date and time. The City shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, email, telegram or facsimile will not be accepted.

All bid proposals must be typewritten or written in ink, and must be signed by an officer or employee having authority to bind the company or firm.

Bidders shall not be allowed to modify their bid proposals after the opening date and time. Bid proposal files may be examined during normal working hours, after bid opening, by appointment only.

For information concerning this bid, please contact:

City of Greenacres
Purchasing Department
purchasing@greenacresfl.gov
(561) 642-2030

2. INQUIRIES:

Interested bidders may contact the City's Director of Purchasing, Monica Powery, CPPB, with questions about the bid by e-mail at purchasing@greenacresfl.gov. The Purchasing Department is located in the Greenacres City Hall at 5800 Melaleuca Lane, Greenacres, Florida 33463. All bidders are expected to carefully examine the bid documents. Any ambiguities or inconsistencies should be brought to the attention of the City Director or Purchasing through written communication. The Director of Purchasing will receive written requests for clarification concerning the meaning or interpretations of this bid, until ten (10) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective bidders to various portions of the bid so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to what is contained in the written bid document.

3. BID TABULATION:

Bidders may download the bid tabulation directly from DemandStar at www.demandstar.com. The City does not notify unsuccessful bidders of agreement awards.

4. POSTING OF BID TABULATIONS:

Bid tabulations with recommended awards will be posted for review by interested parties on DemandStar at www.demandstar.com prior to submission through the appropriate approval process and will remain posted for a period of five (5) calendar days. Failure to file a protest to the Purchasing Agent within the time prescribed shall constitute a waiver of proceedings.

5. BID FORMS:

Bidders must use the original Bid Proposal Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bid proposals on vendor quotation forms will not be accepted. Bidders may use

an attachment as an addendum to the Bid Proposal Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid proposal. Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's bid proposal and presented in the form of an addendum to the original bid documents.

6. DEVELOPMENT COSTS:

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bid proposals simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid.

7. DELAYS:

The City may delay scheduled due dates if it is to the advantage of the City to do so. The City will notify bidders of changes in scheduled due dates by written addendum(s).

8. LICENSES AND PERMITS:

When applicable, it shall be the responsibility of the successful bidder to obtain at no additional cost to the City, any and all licenses and permit required to complete contractual service. A copy of these licenses shall be submitted with bid proposal. A copy of these permits shall be submitted prior to commencement of work. Fees for permits from the City shall be waived for work related to this bid, however, the successful bidder must pay any applicable City Business Tax Receipt fees.

9. CERTIFICATIONS:

When applicable, bidder must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt for Palm Beach County. Copy of certificate and license must be submitted with bid proposal and must be in the name of the bidder shown on the Bid Proposal page.

10. CONTRACT EXTENSION:

The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

11. AWARDS:

As the best interest of the City Council may require, the right is reserved to make award(s) by individual commodities/services, all or none or any combination thereof. A bidder desiring to bid "No Charge" must so indicate, otherwise the bid proposal will be construed as incomplete and may be rejected.

12. CONTRACTUAL AGREEMENT:

The form of the agreement will be determined by the City. If a sample agreement is included in the bid, the City anticipates that the final agreement will be in substantial conformance with this sample agreement; nevertheless, bidders are advised that any agreement that may result from the bid may deviate from the sample agreement.

It is expressly agreed that the bidder is and shall be in the performance of all work, services, and activities under the

agreement independent and not an employee, agent, or servant of the City. All persons engaged in any work, service or activity performed pursuant to the purchase order shall at all times and in all places be subject to bidder's sole direction, supervision and control. Bidder shall exercise control over the means and manner in which it and its employees perform and work. In all respects bidder's relationship and the relationship of its employees to the City shall be independent and not as employees or agents of the City.

This Invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the agreement or price agreement document, original bid terms and conditions, purchase order, and bidder proposal. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any cost of expenses to enforce the agreement, including attorney's fees, incurred by the City of Greenacres shall be borne by the bidder. Any additional contract or agreement requested for consideration by bidder must be attached and enclosed as part of the bid proposal.

13. SUBCONTRACTING:

If a bidder subcontracts any portion of services provided under a resulting agreement for any reason, bidder must include, in writing, the name and address of the subcontractor and extent of work to be performed. This information shall be submitted with bid proposal response and approved by the City. The City reserves the right to reject a bid proposal, of any bidder, if the bid proposal names a subcontractor who has failed in the proper performance of an agreement or is not in position to perform properly under this award. Subcontractors shall be responsible for meeting and submitting the insurance and licensing requirements set forth in the bid documents to the bidder, or the bidder shall extend their insurance policy to cover the subcontractor and their employees. It shall be the responsibility of the bidder to ensure that insurance and licenses required by this agreement are in effect.

14. E-VERIFY:

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

15. PRICE/DELIVERY:

The City requires a firm price for the agreement period. Any fees incurred will be checked to confirm compliance with quoted

pricing. Failure to hold prices firm through the entire agreement term will be grounds for agreement termination.

All prices shall be F.O.B. destination, freight prepaid (bidder) pays and bears freight charges, bidder owns goods in transit and files any claims). Pricing shall include all transportation charges, labor, and equipment used for delivery to destination and any charges necessary for the exchange of any item that fails to meet specifications.

Price quoted must be the price for new merchandise and free from defects. Any bid proposals containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by City of Greenacres, herein referred to as City, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the bid proposal form, the vendor must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this bid are to be made during the normal working hours of the City. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or agreement is awarded, fail to deliver on or before his/her stated date, the City reserves the right to CANCEL the order or agreement and make the purchase elsewhere. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

16. NEWS RELEASES:

The bidder shall obtain the prior approval of the City Manager's Office for any and all news releases and/or other publicity pertaining to this bid or the service, study or project to which it relates.

17. ADDITIONS OR DELETION OF SERVICES:

The City reserves the right to add to the services specified in this bid, or to delete any portion of the scope of services at any time.

18. QUANTITIES:

The quantity requirements, if established herein, are estimated. The City reserves the right to increase or decrease the total quantities of any item or service to meet actual needs. There shall be no quantity pricing restrictions.

19. ACCEPTANCE/REJECTION:

The City reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the bid proposal of any bidder who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

20. ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid. The City shall make the determination as to whether any alternate product or

service is or is not equal, and such determination shall be final and binding upon all bidders.

The bidder shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the City's specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by the City), the bidder will be required to compensate the City for difference in price incurred from going to the next low bidder.

21. NO BID:

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of Non-Response" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the bidder does not wish to be considered for future bids/RFPs.

22. OMISSION OF DETAILS:

Omission of any essential details from these specifications will not relieve the bidder of supplying such product(s) as specified.

23. MISTAKES:

In the event of extension error(s) the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bid proposals having erasures or corrections must be initialed by the bidder.

24. AVAILABILITY OF FUNDS:

The obligations of the City under this award are subject to the availability of funds lawfully appropriated for its purpose by the Greenacres City Council.

25. PAYMENT:

The City will make payment after all commodities/services have been received/completed, accepted and properly invoiced as indicated in agreement and/or order. Invoices must bear the purchase order number. Payment shall be made within 30 days of such acceptance.

26. DISCOUNT:

Bidders may offer a discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes, unless otherwise specified in Special Conditions. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

27. ADDITIONAL SERVICES:

The City may require additional services, similar in scope to the requirements of this bid, from time to time. Services not specifically identified in this bid may be added by mutual agreement of the Parties and approval of the City Manager.

28. TERMINATION:

a. Termination for Cause

If, through any cause, the bidder shall fail to fulfill in a timely and proper manner, its obligations under the Purchase Order, or if the bidder shall violate any of the provisions of the Purchase Order, the City may upon written notice to the bidder, terminate the right of the bidder to proceed under the Purchase Order, and may hold the bidder liable for any damages caused to the City by reason of such

default and termination. In the event of such termination, any completed services performed by the bidder under the agreement shall, at the option of the City, become the City's property and the bidder shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The bidder, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the bidder, and the City may withhold any payments to the bidder for the purpose of off set until such time as the amount of damages due the City from the bidder is determined. The bidder shall not be held liable for damages solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the agreement because of such delay.

b. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel any agreement by giving the bidder a thirty (30) day written notice.

29. PERFORMANCE:

The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

30. CANCELLATION:

Orders will be subject to immediate cancellation if either product or service does not comply with specifications, as stated herein, or fails to meet the City's performance standards.

31. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

Bidder certifies that all material, equipment, etc., contained in his/her bid proposal meets all O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

32. MATERIAL SAFETY DATA SHEET:

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this bid. The MSDS must include the following information:

- (a) The identity used on the chemical product's label.
- (b) The chemical and the common name(s) of all ingredients that have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).
- (d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.
- (e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
- (f) The primary route(s) of entry.
- (g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
- (h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
- (i) Any general applicable precautions for safe handling and use that are known.
- (j) Any general applicable control measures that are known.
- (k) Emergency and first aid procedures.
- (l) The date of MSDS preparation or last change to it.
- (m) The name, address and telephone number of the chemical manufacturer or importer.

33. SAFETY REGULATIONS:

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

34. CODES AND REGULATIONS:

The bidder must strictly comply with all Federal, State and local building and safety codes.

35. FEDERAL AND STATE TAX:

The City is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

The City is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with The City, nor shall any said vendor or contractor be authorized to use the City's tax exemption number in securing such materials.

36. LEGAL REQUIREMENTS:

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

- (a) Bidders doing business with the City are prohibited from discriminating against any employee, applicant or client because of race, creed, color, religion, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a bidder submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids/proposals are received either from bidders who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with City purchasing procedures pertaining to tie bids/proposals.
- (c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid proposal on an agreement to provide any goods or services to a public entity, may not submit a bid proposal on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bid proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

37. UNIFORM COMMERCIAL CODE:

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded bidder and the City for any terms and conditions not specifically stated in the Invitation to Bid.

38. INDEMNIFICATION:

Bidder agrees to protect, defend, reimburse, indemnify and hold the City, its agents, employees and elected officers and hold each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the City by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or

any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with bidder's performance under this agreement, bidder's acts, omissions or operations hereunder, or the performance, nonperformance or purported performances of the bidder or any breach of the items of this agreement; provided, however, the bidder shall not be responsible to the City for damages resulting out of bodily injury or to property which bidder can establish as being attributable to the sole negligence of the City, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions or claims brought because of any injuries or damage sustained by any person or property on account of the bidder's operations in connection with the agreement; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the bidder; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the bidder under his agreement; as is considered necessary by the City, or in the case no monies are due, his surety shall be held until such suits, actions or claims for injuries or damages, as aforesaid, shall have been steered and suitable evidence to the effect furnished to the City.

The bidder acknowledges and agrees that the City would not enter into an agreement without this indemnification of the City by the awarded bidder, and that the City's entering into an agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the agreement. Nothing in the agreement shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

39. CONE OF SILENCE:

The City complies with the Palm Beach County Lobbyist Registration Ordinance. Section 2-355, Cone of Silence, which provides for a prohibition on any communication, except for written correspondence, regarding a particular request for bid, request for qualification, bid, or any other competitive solicitation between any person or person's representative seeking an award and any member of the City Council or employee authorized to act on behalf of the City Council to award an agreement. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation and shall terminate at the time the City Council or department authorized to act on behalf of the City Council, awards or approves a proposal, rejects all proposals, responses, or otherwise takes action which ends the solicitation process.

All communications regarding this competitive solicitation shall be addressed in written form to Purchasing staff only. These provisions do not apply to oral communications at any public proceeding, selection committee presentation, or negotiation meeting.

40. CONFLICT OF INTEREST:

The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid proposal the name of any officer, director or agent who is also an employee of the City. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of ten (10) percent or more in the bidder's firm or any of its branches.

41. NON-COLLUSION:

Bidder, by submitting a bid proposal, certifies that their bid proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a bid proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in agreement cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s). Only one (1) bid proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any bidder is interested in more than one (1) bid proposal for work contemplated; all bid proposals in which such a bidder is interested will be rejected.

42. CODE OF ETHICS:

If any bidder violates or is a party to a violation of the code of ethics of Palm Beach County or the State of Florida with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid proposal is submitted and shall be further disqualified from submitting a response on any future bids/RFPs for work, goods or services for the City of Greenacres.

43. GOVERNING LAW AND VENUE:

Any agreement resulting from this bid shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Palm Beach County and the agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

44. EEO STATEMENT:

The City is committed to assuring equal opportunity in the award of agreements and, therefore, complies with all laws prohibiting discrimination on the basis of race, creed, color, religion, national origin, sex, age and non-disqualifying physical or mental disability.

45. SEVERABILITY:

The invalidity, illegality, or unenforceability of any provision of the agreement, or the occurrence of any event rendering any portion or provision of the agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the agreement. Any void provision shall be deemed severed from the agreement and the balance of the agreement shall be construed and enforced as if the agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire agreement from being void should a provision which is of the essence of the agreement be determined to be void.

46. INSPECTOR GENERAL OF PALM BEACH COUNTY:

The bidder is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any resulting agreement and in furtherance thereof may demand and obtain records and testimony from the bidder and its subcontractors and lower tier subcontractors. The bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this agreement justifying its termination.

47. SCRUTINIZED COMPANIES:

As provided in Section 287.135(8), Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and any authorized

subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

48. PUBLIC RECORDS:

Upon award recommendation or thirty (30) days after opening, whichever occurs first, bid proposals become public records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

49. RECORDS/AUDITS:

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

- (a) Keep and maintain public records required by the City in order to perform the service.
- (b) Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

50. PURCHASING PROTESTS:

- (a) *Right to protest.* Any actual bidder, proposer, offeror, vendor or contractor who is aggrieved in connection with an invitation to bid, request for proposals or other competitive selection process may protest such purchase.
- (b) *Protest deadline.* The deadline for filing a protest is not later than three (3) days (excluding Saturdays, Sundays and legal holidays) after the date the applicable competitive selection process has been advertised by the City (for protests alleging a deficiency in the advertised competitive selection process) or after the date that notice of the written recommendation of award has been posted on the City's website or purchasing bulletin board by the Purchasing Agent or designee (for protests challenging the

award). It shall be the responsibility of a bidder, offeror, vendor or contractor to ascertain the advertisement date and/or bid award information from the Purchasing Department. Protestors shall file their protests in writing with the Purchasing Agent during normal office hours of the City, but in no event later than 4:00 p.m. on any normal business day of the City, prior to the expiration of the deadline for protests. Protests shall specifically describe the subject matter and facts giving rise to the protest. Protests shall be deemed effective on the date they are received by the Purchasing Agent.

- (c) *Decision.* If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within a reasonable amount of time. The Purchasing Agent shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror, vendor or contractor concerning the competitive selection process or award. If the Purchasing Agent is unable to resolve the protest, the Purchasing Agent in consultation with the City Manager shall render a decision. The decision of the City Manager shall:
- (1) State the reasons for the action taken; and
 - (2) Inform the protestor of its right to appeal as provided in this section.
- (d) *Notice of decision.* A copy of the decision of the Purchasing Agent and City Manager shall be mailed or otherwise furnished promptly to the protestor and any other party intervening. A refusal to accept a copy furnished by mail or otherwise shall not affect the validity of the decision.
- (e) *Appeal to City Council.* A protestor may appeal the decision of the City Manager to the City Council by filing a written notice of appeal within seven (7) business days after receipt of the notice of decision of the City Manager. The notice of appeal shall be filed with the City Manager during normal office hours of the City Manager, but in no event later than 5:00 p.m. on any normal business day of the City prior to the expiration of the deadline for the notice of appeal. The notice of appeal shall set forth the grounds for the appeal. The protest shall be heard by the City Council within a reasonable time of the filing of the notice of appeal with the City Manager.
- (f) *Finality of decision.* A decision of the Purchasing Agent and City Manager regarding a protest which is not timely appealed to the City Manager, or a decision of the City Manager which is not timely appealed to the City Council, or a decision of the City Council regarding a protest, shall be final and conclusive. A bidder, offeror, vendor or contractor who has not timely appealed the decision(s) regarding the protest to the City Council shall not be deemed to have exhausted his or her administrative remedies.

- (g) *Stay of procurements during protests.* In the event of a timely protest under this section, the Purchasing Agent shall not proceed further with the competitive selection process or award until all administrative remedies have been exhausted or until the City Manager makes a written determination that the competitive selection process and/or award without delay is necessary to protect substantial interests of the City. The City Council may, upon determination that a bona fide emergency exists, waive all bid protest procedures and approve an award.
- (h) *Failure to follow procedure.* Failure to follow the protest procedure set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder, offeror, vendor or contractor.

51. PUBLIC RECORDS

CUSTODIAN:

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

**CITY CLERK
5800 MELALEUCA LANE
GREENACRES, FL 33463
(561) 642-2006
CITYCLERK@GREENACRESFL.
GOV**



CITY OF GREENACRES

SECTION II – SPECIAL TERMS AND CONDITIONS

2-1. INTRODUCTION:

The City of Greenacres is requesting sealed bid proposals from experienced and qualified companies to restore and resurface one (1) basketball court and restore, resurface, and convert one (1) basketball court into two (2) pickleball courts in Gladiator Park located at 4759 Gladiator Circle, Greenacres, FL 33463. Bidders shall become familiar with any and all local conditions that may, in any manner, affect the services required. The bidder shall carefully examine the Invitation to Bid terms and conditions becoming thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under any resulting agreement. No additional allowance will be made due to lack of knowledge of these conditions.

2-2. BID PROPOSAL SUBMISSION AND WITHDRAWAL:

All bid proposals shall be submitted **online through DemandStar by 3:00 PM on Wednesday, May 8, 2024.**

The bidder will be responsible for timely delivery. The City assumes no responsibility for bid proposals received after the advertised opening or by other delivery methods than that specified herein. Any bid proposal received after the established deadline **will not** be considered and will be returned unopened to the bidder.

Bidders may withdraw their bid proposals by notifying the City in writing at any time prior to the deadline for bid proposal submittal. After the deadline, the bid proposal will constitute an irrevocable offer, for a period of sixty (60) days. Once opened, bid proposals become a record of the City and will not be returned to the bidders.

Bid proposals must be completed and signed by the authorized representative in the space provided. If the bid proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the bid proposal shall show the name of the state under the laws of which the corporation was incorporated, also the names and business addresses of its president, secretary and treasurer. The bid proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the bid proposal as agent shall file with the bid proposal, legal evidence of his authority to do so.

2-3. BIDDER'S RESPONSIBILITY:

Before submitting a Proposal, each Bidder shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Bidder from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Bidder.

2-4. ADDENDUM:

The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes, modifications or additional information may be provided by the City. It shall be the responsibility of each bidder, during and prior to bid submittal to visit DemandStar at www.demandstar.com to determine if addendums were issued and to obtain such addendums. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the bid opening will not be binding.

The City may issue written addendum(s) up to seven (7) calendar days before the date fixed for receiving the proposals. All addendum(s) issued by the City will include a receipt form, which **must** be signed and included with any proposals that are submitted to the City. In the event multiple addendums are issued, a separate receipt for each addendum must be included with the proposal at the time it is submitted to the City.

2-5. COMPETENCY AND MINIMUM QUALIFICATIONS OF BIDDERS:

Bid proposals will only be considered from bidders which are regularly engaged in the business of providing services as described in this bid and who can provide evidence that they have established a satisfactory record of performance in meeting the minimum and technical qualification requirements established in the bid. The City reserves the right to inspect the bidder's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine bidder's ability to perform. The City reserves the sole right to determine if a bidder can sufficiently and efficiently provide the required services/commodities in a timely and satisfactory manner as will be required by the specifications herein.

The bidder shall submit the following information with the bid proposal. This information, along with any other data the City considers pertinent, will be used in determining if the bidder is qualified to provide the work specified.

- A. County Business Tax Receipt where the business is located (included with the proposal).
- B. Verification of the number of continuous years the bidder has been in business under the same ownership and management. Bid proposals will only be considered from bidders in business for a minimum of five (5) continuous years under the same ownership and management providing the services specified in this bid document.
- C. A minimum of five (5) references for similar work. Preference will be given to bidders with governmental experience. Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, type of services provided, and address of proprietor(s). Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered.

2-6. INSURANCE REQUIREMENTS:

The awarded bidder(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the bidder is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid proposal and rescission of any ensuing agreement.

The bidder shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Business Automobile Liability Insurance with minimum coverage amounts acceptable to the City. All policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Bidder shall specifically protect the City by naming the City of Greenacres as an additional insured under the Policy or certificate.

Workers' Compensation Insurance is to apply for all employees in compliance with the Workers' Compensation Law of the State of Florida, the state where work is performed and all applicable federal laws.

Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) 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 Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.

- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific agreement.

Personal Injury Coverage with Employee and contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) 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 endorsement, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

Bidder agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event bidder does not own automobiles, bidder agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

The bidder shall provide to the City prior to the effective date of the agreement a Certificate of Insurance or a copy of all insurance policies required including any subsection there under. The City reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that the City shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

Bidder hereby acknowledges and agrees that any and all risk of loss regarding the services identified hereunder shall be solely borne by bidder.

2-7. AGREEMENT AWARD:

The bidder understands that this bid does not constitute an offer or an agreement with the bidder. The City anticipates entering into an agreement with the bidder who will be the lowest responsive and responsible bidder(s) whose qualifications indicate the award will be to the best interest of the City and who's bid proposal(s) complies(y) with the requirements of the bid documents as determined by the City and is in the best interest of the City.

The City of Greenacres reserves the right to award on an "All-or-None" basis to one bidder or to award to two or more bidders, whenever it is in the best interest or most advantageous to the City of Greenacres.

2-8. CITY CONTRACT COORDINATOR:

The City Contract Coordinator for this project will be Dario Rubi, Project Coordinator and the telephone number is (561) 642-2072. After an agreement has been executed, all communications and correspondence shall be directed to the City Contract Coordinator, with email copies of the correspondence to Monica Powery, Director of Purchasing, 5800 Melaleuca Lane, Greenacres, FL 33463, purchasing@greenacresfl.gov.

2-9. VENDOR SERVICE REPRESENTATIVE:

The bidder must submit with their bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service.

2-10. METHOD OF ORDERING:

Vendor shall not proceed on a job prior to the receipt of the Notice to Proceed and the Purchase Order issued by the City of Greenacres Purchasing Department. Invoices must be submitted against each individual Purchase Order referencing the Purchase Order number.

2-11. SPECIFICATIONS:

A purchase order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications and quality set forth herein. Items delivered not as specified and of highest quality will be returned at the bidder's expense. No "seconds" or "defective" items shall be accepted.

2-12. DEBRIS:

Contractor shall be responsible for prompt removal of all debris that is a result of this contractual service. The contractor shall be responsible to ensure frequent pick-up of all refuse, scrap materials, and debris that result from contractor operations so that the work site presents a neat and orderly appearance at all times. All debris shall be transported from the premises. No debris shall be deposited as fill on the work site. At completion of the work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave the site in a ready to use condition.

2-13. PROTECTION OF PROPERTY:

The Contractor shall at all times guard against damage or loss to City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages or loss immediately to the Facilities Superintendent or his designee. Replacement or repairs shall begin within forty-eight (48) hours of the incident that caused the damage. Failure to restore said damage shall result in a deduction from the Contractors payment for the City's expenses incurred to restore the property to its original condition. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.

2-14. WARRANTY:

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

2-15. BRAND/MANUFACTURER REFERENCED:

Unless otherwise stated in these specifications, any manufacturer name, trade name, brand name, information or catalog numbers listed in this specification are for information and quality and are not intended to limit competition.

2-16. EQUIVALENTS:

Bidders offering equivalents to the "as specified" items(s) shall submit detailed specifications of the alternate product to the Purchasing Division for evaluation purposes no later than seven (7) days before the bid submittal date. Requests received after this time will not be considered. It is the Bidder's responsibility to provide adequate information to ensure that the proposed equivalent meets the required criteria. Each particular specification, in which the equivalent item differs, must be listed, along with the detailed specification sheet. The City reserves the sole right to determine acceptance of offered item(s) as an approved equivalent. If the product is acceptable, the City will approve it through an addendum issued through the City Purchasing Administrator to all the Bidders on record. Bids that do not comply with these requirements shall be rejected, as will bids containing items deemed not to be approved equals.

2-17. INSPECTION OF SITE:

It is the Bidder's responsibility to visit the sites of the proposed work at locations as indicated herein and become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. **The site inspection form included herein must be signed and submitted with bids. Bids received from Bidders not submitting the mandatory site inspection form will be considered non-responsive and will be rejected.**



CITY OF GREENACRES

SECTION III – SCOPE OF WORK

3-1. SCOPE OF WORK:

Restore and resurface one (1) basketball court and restore, resurface, and convert one (1) basketball court into two (2) pickleball courts in Gladiator Park located at 4759 Gladiator Circle, Greenacres, FL 33463. Vendor shall purchase and install two (2) standard pickleball nets and posts necessary for the conversion. The basketball court size is 109' x 64' with a court size of 88' x 50'. The existing fenced enclosed basketball court to be converted is 123' x 60'. The pickleball court size shall be 20' x 44'. The courts shall be resurfaced with California Products Corp. Plexipave system products, or approved equivalent, per the manufacturer specified application processes for asphalt surfaces. This project shall include furnishing all labor, materials, tools, supplies, equipment, and machinery necessary to perform all operations required for completion of the work as specified conducive with a safe, neat, and clean environment.

Bidder shall visit site to verify court dimensions and inspect current conditions to determine the extent and nature of work required to restore and resurface the courts.

Restoration and resurfacing shall include the following tasks:

- Prep and clean courts of soil, mildew, debris, and oil. To include pressure cleaning and/power blowing of courts.
- Correct depressions and level court surfaces to the proper slope with Plexipave (or approved equivalent) or asphalt as applicable. Surface variation should not exceed 1/8" in 10 ft. when measured in any direction with a straightedge and a slope of one inch in 10 ft., all in one plane. Courts must have a minimum of 1% slope in the plane to guarantee the removal of water.
- Patch cracks with Plexipave (or approved equivalent) crack filler.
- Install fiberglass membrane over the entire court surface to repair extensive cracking and prevent future cracking.
- Resurface courts per California Products Corp. specifications using Plexipave materials (or approved equal) with two (2) coats of acrylic resurfacer and two (2) coats of acrylic color concentrate (two-tone). Colors are to match existing color scheme.
- Accurately locate, mark and paint two inch wide playing lines in accordance with regulations using white textured heavy bodied acrylic latex paint.
- Within one (1) day after completion of project, contractor shall clean up all drums, trash, etc. so that the courts are free of any debris and ready for play.
- Provide security plastic mesh fencing to prevent trespassing on two entry points.

MATERIAL REQUIREMENTS:

- Plexipave Court Patch Binder - shall comply with the Specification 10.14 or current updated specification of California Products Corporation.
- Plexipatch - shall comply with the Specification 10.21 or current updated specification of California Products Corporation.
- Acrylic Resurfacer - shall comply with the Specification 10.8 or current updated specification of California Products Corporation.
- Plexipave Acrylic Filler Coats - shall conform to Specification 10.5 or current updated specification of California Products Corporation.
- Plexichrome Acrylic Finish Coat - shall conform to Specification 10.1 or current updated specification of California Products Corporation.
- Plexicolor Line Paint - shall conform to Specification 10.4 or current updated specification of California Products Corporation.
- Water - The water used in all mixtures shall be fresh and potable.

APPLICATION REQUIREMENTS:

- The surface to be coated shall be sound, smooth, and free from dust, dirt or oily materials. Entire surface shall be pressure cleaned prior to the application of surfacing materials.
- The entire surface should be checked for any depressions or irregularities. After the courts have been flooded, any depression covering a nickel shall be corrected following California Products Corporation Plexipave Court Patch Binder application specifications.
- Large depressions shall be cut out, the base layer leveled and corrected to standard, and patched with asphalt meeting National Asphalt Paving Association standards.
- No application shall be covered by a succeeding application until thoroughly cured.
- The finished surface shall have a uniform appearance and be free from ridges and tool marks.
- Work involving the Plexipave System shall not be conducted during rainfall, or when rainfall is imminent. The air temperature must be at least 50°F and rising. Do not apply when surface temperature is above 140°F.

EQUIVALENTS:

Contractors offering equivalents to the "as specified" items(s) shall submit detailed specifications to the Purchasing Division for evaluation purposes with the bid proposal. Submit manufacturer's literature, specifications, installation instructions, and maintenance instructions. It is the Bidder's responsibility to provide adequate information with their bid proposal to enable the City to ensure that the bid meets the required criteria. Each particular specification, in which the equivalent item differs, must be listed, along with the detailed specification sheet. The City reserves the sole right to determine acceptance of offered item(s) as an approved equivalent. Bid proposals that do not comply with these requirements shall be rejected, as will proposals containing items deemed not to be approved equals.

The all-weather surfacing materials specified herein are products of California Products Corporation, or an approved equal. Products specified are to establish a standard of quality only and are not intended to limit or exclude other products. All materials used shall be from a manufacturer that has regularly engaged in the manufacturing of these products for a minimum of five years and must meet the product specifications. If offering an equivalent product Bidder must provide written information from the manufacturer that all products used are 100% acrylic latex systems (no vinyl or vinyl combination systems) and are free of asbestos fillers. This system is composed of a color concentrate and a neutral non-pigmented acrylic with round sand. A color concentrate mixed with local sand will not be considered equal.

The specification requires the provision of a complete surfacing system of specially formulated materials, each compatible with the other, which, when properly installed, will produce a high-quality of all-weather surface. Under no circumstances will a surfacing system comprised of several products produced or manufactured from different sources be considered.

CONTRACTOR RESPONSIBILITIES:

- a) The awarded Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.
- b) The awarded Contractor shall completely secure the work areas prior to beginning project work to ensure the safety of the general public.
- c) The awarded Contractor shall furnish, at their expense, all labor, equipment, machinery, tools, materials, transportation, and services necessary to fully complete all work specified herein.
- d) The awarded Contractor shall correct any and all damage caused by their operations to the City's satisfaction at no additional cost to the City.

- e) The Contractor shall provide a qualified, English speaking, superintendent present on the site at all times. The superintendent shall be a fully authorized agent of the Contractor, and have full authority to make on-site decisions and commitments regarding the Contractors Work.
- f) Deliver materials to the site(s) in manufacturer's original sealed containers with proper labels attached.
- g) Store materials in accordance with manufacturer's instructions: Protect from extremes of weather, temperature, moisture, and other damage.
- h) All damage to grass, trees, or shrubs which occurs as a result of the contractor's application of materials shall be remedied by the contractor at no additional cost to the City. Repairs made as a result of damage must be guaranteed for a period of 90 days. Should the replacement grass or shrub die in the 90 day period the contractor shall replace the materials continually until the area is re-established. The City will only continue standard and customary practices for maintenance of the areas during re-establishment period, The City's personnel shall not be tasked with extraordinary watering or maintenance. In the event that trees or shrubs are to be replaced, an underground utilities locate ticket shall be called in, free of charge, by dialing 8-1-1. The contractor must wait the adequate amount of time required prior to commencing work.



BID NO. 24-019
GLADIATOR PARK COURT RESURFACING
BID PROPOSAL FORM

Location	Total Cost
Restore and resurface one (1) basketball court and restore, resurface, and convert one (1) basketball court into two (2) pickleball courts in Gladiator Park located at 4759 Gladiator Circle, Greenacres, FL 33463. Including the purchase and installation of two (2) standard pickleball nets and posts necessary for the conversion.	\$ _____

Manufacturer: _____ Product Name: _____

Additional complete system resurfacing for other City parks as needed: \$ _____ per sq. ft.

Fiberglass Membrane – Supply and install as needed: \$ _____ per sq. ft.



**BID NO. 24-019
GLADIATOR PARK COURT RESURFACING**

BIDDERS CERTIFICATION

The undersigned bidder certifies that this bid proposal package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of Bid Documents:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

The undersigned hereby certifies that he/she is an authorized representative of the Company who may legally bind the Company:

***SIGNATURE:** _____ **DATE:** _____

Name: _____ Title: _____
Printed

Company Name: _____
Legal Name

Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No.: _____

Federal I.D. #: _____

***Signature must be affixed.**

BIDDER CHECKLIST

All bid proposals shall be submitted on the City provided bid package forms. Failure to do so may cause the bid proposal to be rejected. All blanks on the bid proposal forms must be completed. Supplemental information may be attached to the bid package forms. Bidder shall return a complete set of all bid package forms as listed below. Failure to submit the required documents may result in your bid proposal being considered non responsive.

- | | | |
|--|-----------|----------|
| 1. Is the Minimum Qualifications of Bidders information per Special Term and Condition 2-5 included with the bid proposal? | Yes _____ | No _____ |
| 2. Are addendums (if any issued) acknowledged? | Yes _____ | No _____ |
| 3. Provided copies of required licenses and certifications? | Yes _____ | No _____ |
| 4. Are all Bid Proposal pages completed and signed? | Yes _____ | No _____ |
| 5. Is the Bidders Qualification form submitted? | Yes _____ | No _____ |
| 6. Is the Reference list submitted? | Yes _____ | No _____ |
| 7. Vendor contact information submitted? | Yes _____ | No _____ |
| 8. Is list of Proposed Subcontractors submitted? | Yes _____ | No _____ |
| 9. Is Drug-Free Workplace form submitted? | Yes _____ | No _____ |



BID NO. 24-019
GLADIATOR PARK COURT RESURFACING
BIDDER QUALIFICATIONS

The bidder, as a result of this bid, MUST hold a County and/or Municipal Contractor's Business Tax Receipt in the area of their fixed business location. Each bidder MUST complete the following information and submit with their bid proposal in order for the bid proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone: _____

Email: _____ Fax: _____

The length of time (continuous) in business under the above stated legal name: _____ years.

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, complete:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. The length of time (continuous) in business: _____ years

6. Length of time (continuous) in business in Florida: _____ years

Name and Title of Principal Officers:

Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Note: Information requested herein and submitted by the bidders will be analyzed by the City of Greenacres and will be a factor considered in awarding any resulting agreement. The purpose is to ensure that the bidder, in the sole opinion of the City of Greenacres, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject agreement.



**BID NO. 24-019
GLADIATOR PARK COURT RESURFACING
SITE INSPECTION FORM**

(Name of person who inspected site of proposed work for your firm)

Name: _____

Date of Inspection: _____

Name of Proposer, Corporation, Firm or Individual: _____

Business Address of Corporation, Firm or Individual: _____

Phone Number: _____

By: _____

Signature

Typed Name and Title



**BID NO. 24-019
GLADIATOR PARK COURT RESURFACING**

PROFESSIONAL REFERENCES

Complete the form below with at least five (5) *current and pertinent* professional references that the City can contact in relation to bidder's qualifications and experience in completing similar projects. Failure to furnish this information may be grounds for rejection of the bid proposal.

1. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

2. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

3. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

4. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:



**BID NO. 24-019
GLADIATOR PARK COURT RESURFACING
PROFESSIONAL REFERENCES – CONTINUED**

5. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

6. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

7. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

8. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

Company Name: _____ Signature: _____

Printed Name & Title: _____ Date: _____



BID NO. 24-019
GLADIATOR PARK COURT RESURFACING
DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bid proposals, which are equal with respect to price, quality, and service, are received by the City of Greenacres for the procurement of commodities or contractual services, a bid proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____
(Individual's Name)

the _____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ **Date**

_____ **Signature**

(Purchasing Form 93-014)



BID NO. 24-019
GLADIATOR PARK COURT RESURFACING
LIST OF PROPOSED SUBCONTRACTORS

The undersigned bidder hereby designates, as follows, all major subcontractors whom he/she proposes to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed and shall be required to furnish the CITY with a Certificate of Insurance in accordance with the agreement general conditions. Failure to furnish this information may be grounds for rejection of the bidder's bid proposal. **(If no subcontractors are proposed, state "None" on first line below.)**

Name and Address of Subcontractor	Scope of Work/Phase(s)	License #
1.		
2.		
3.		
4.		
5.		

Signature and Date _____

Title/Company _____



**BID NO. 24-019
GLADIATOR PARK COURT RESURFACING
SCRUTINIZED COMPANIES**

**CERTIFICATION PURSUANT TO FLORIDA STATUTE §
287.135**

As provided in Section 287.135(8), Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

Certifies that _____ does not:
Company Name

1. Participate in a boycott of Israel.

Signature and Date _____

Title/Company _____



BID NO. 24-019
GLADIATOR PARK COURT RESURFACING
E-VERIFY ACKNOWLEDGEMENT FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Greenacres; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Website: _____



**BID NO. 24-019
GLADIATOR PARK COURT RESURFACING**

NON-COLLUSIVE AFFIDAVIT

STATE OF _____)

COUNTY OF _____)SS

_____ being first duly sworn deposes
and says that:

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



BID NO. 24-019
GLADIATOR PARK COURT RESURFACING
NON-COLLUSIVE AFFIDAVIT

Signed, sealed and delivered in the presence of:

WITNESSES:

BY: _____

Signature

Typed Name

Title

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, who was physically present, as _____ (title), of _____ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____



BID NO. 24-019
GLADIATOR PARK COURT RESURFACING
NOTICE OF BID

The City of Greenacres, Florida is accepting sealed bid proposals for Bid No. 24-019 Gladiator Park Court Resurfacing. Sealed bid proposals must be received on or before **Wednesday, May 8, 2024 at 3:00 PM** via DemandStar. **Any bid proposal received after the designated closing time will be returned unopened.**

All bid proposals shall be submitted online through DemandStar. Bidders desiring copies of the bid document for use in preparing a proposal may obtain a set of such documents from DemandStar at www.demandstar.com.

The City reserves the right to accept or reject any and all bid proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the agreement to that bidder whose bid proposal best complies with the bid specifications. Bidders may withdraw their bid proposals by notifying the City in writing at any time prior to the deadline for bid proposal submittal. After the deadline, the bid proposal will constitute an irrevocable offer, for a period of sixty (60) days. Once opened, bid proposals become a record of the City and will not be returned to the bidders.

Monica Powery, CPPB
Director of Purchasing

STATEMENT OF NON-RESPONSE
BID NO. 24-019

If you are not submitting a bid proposal on this service/commodity, please complete and return this form to: City of Greenacres Purchasing Department, 5800 Melaleuca Lane, Greenacres, Florida 33463 or by email at purchasing@greenacresfl.gov. Failure to respond or submit a non-response three times may result in deletion of vendor's name from the City of Greenacres vendor list database.

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____

We, the above signed have declined to submit a bid proposal on the above because of the following reasons:

- | | |
|--|--|
| <input type="checkbox"/> Insufficient time to respond. | <input type="checkbox"/> We do not offer this product/service or equivalent |
| <input type="checkbox"/> Our product schedule would not permit us to perform | <input type="checkbox"/> Please remove our name from the City's Vendor database for the above commodity. |
| <input type="checkbox"/> Other (specify below) | |

REMARKS: _____

NON-RESPONSE MAY BE EMAILED TO PURCHASING@GREENACRESFL.GOV

