REQUEST FOR PROPOSALS (RFP)
FOR
TREE PLANTING PROGRAM
RFP No. 014-2821-21/KP

CITY OF BOYNTON BEACH CITY HALL
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435

ONLINE SUBMISSIONS ONLY
RFP CLOSING DATE:
NO LATER THAN MARCH 25, 2021, 2:30 P. M.

Question Deadline: **March 17, 2021, No Later Than 12:00 P.M.**

REQUEST FOR PROPOSAL
FOR TREE PLANTING PROGRAM

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Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6323

REQUEST FOR PROPOSAL
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Electronic Proposals shall be received by the bidding system no later than: **March 25 2021, No Later Than 2:30 PM (Local Time).**

All Proposal's will be publicly opened and only the names of the Proposers will be disclosed. RFP's received after the assigned date and time are not permitted by the bidding system. For the above reasons, it is recommended that sufficient time to complete your online Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

ATTENTION, ALL INTERESTED RESPONDENTS:

To obtain documents online please visit Boynton-beach.bidsandtenders.net Documents are not provided in any other manner.

SCOPE OF SERVICES:

The City of Boynton Beach is seeking qualified firms to submit proposals for a community-based tree planting program to help meet the City's tree canopy expansion goal. The selected proposer will plant trees in City parks and/or other City properties (not to exceed 500 trees per year), implement tree giveaways to residents (not to exceed 1,000 trees per year), and incorporate community education and engagement into all tree planting and giveaway events. The City is seeking services for a two-year base term with up to three additional one-year renewal options to extend the service agreement. The City reserves the right to increase or decrease the number of trees over the contract term.

LOBBYING / CONE OF SILENCE:

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

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing

of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

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

Questions related to this Bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific Solicitation.

CITY OF BOYNTON BEACH

REQUEST FOR PROPOSAL
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SECTION 1 – PURPOSE, BACKGROUND AND SCOPE OF SERVICES

PURPOSE AND INTENT

The City of Boynton Beach Sustainability Department is seeking qualified firms to submit proposals for a community-based tree planting program to help meet the City's tree canopy expansion goal. The selected proposer will plant trees in City parks and/or other City properties (not to exceed 500 trees per year), implement tree giveaways to residents (not to exceed 1,000 trees per year), and incorporate community education and engagement into all tree planting and giveaway events.

BACKGROUND

The City completed its first Urban Tree Canopy Assessment in July 2020, documenting a citywide canopy coverage of 16.1%, with 7.4% of additional plantable land area. The study quantified ecosystem services including urban heat island reduction, stormwater uptake, carbon sequestration, and air pollutant removal. The assessment also found that tree canopy is lower in low-income neighborhoods and those with higher percentages of racial and ethnic minorities. Following the study recommendations, on September 1, 2020 the City Commission unanimously adopted a citywide goal of planting 3,000 trees per year to increase the tree canopy to 20% by 2035 (Resolution R20-091). The aim is to achieve this goal through a combination of public and private-sector investments targeted in the areas of greatest need. In Fiscal Year 2020-2021, the City executed an Interlocal Agreement with the Boynton Beach Community Redevelopment Agency (CRA) to fund tree plantings within the CRA Area.

The tree planting program aligns with the visions set forth in the City's 2020 Climate Action Plan (CAP), including to "Create a greener Boynton Beach by enhancing the tree canopy and native plant and wildlife communities," and to "Inspire citizen engagement and ensure that the benefits of climate action are shared equitably among all community members."

To work toward the CAP visions and make meaningful progress toward the annual tree planting goal, the City has committed to fund tree plantings and tree giveaways, and launch a community engagement campaign to motivate resident participation. The City seeks a Firm to contribute to the citywide goal by implementing a tree planting program that includes the following:

- Installation of trees in designated areas of City parks and/or City properties (not to exceed 500 trees per year).
- Trees distributed to City residents through tree giveaway events and/or voucher programs (not to exceed 1,000 trees per year).
- Community education and engagement incorporated into all planting and giveaway events.

TERM OF CONTRACT

The initial term of the contract awarded shall be for two (2) years and may be renewable for three (3) additional one (1) year periods. The City of Boynton reserves the right to increase or decrease the number of trees over the contract term.

SCOPE OF SERVICES

Tree Plantings

The Contractor will plant trees each year in designated areas of City parks and/or other City properties. The planting numbers and locations will be determined by the City, based on the City's one-year tree plan, attached as Exhibit A. The Contractor must have a certified arborist on staff to collaborate with City staff on the best types of trees and placement for specific planting locations. Plantings should include a diversity of tree species that are native or known to thrive in South Florida, and will be selected for each location based on 'Right Tree Right Place' principles. Once planted, the City will be responsible for maintaining trees in City-owned properties. The Contractor's scope of services includes, but is not limited to, the following:

- Select, purchase, and deliver a pre-determined number of trees of select species (size ≤25G) to the planting location (see Exhibit A for the first-year tree plan)
- Obtain dig ticket to obtain approval for locates before planting (Sunshine 811)
- Promote the planting events to encourage community awareness and participation
- Coordinate event logistics and staff the events, including a certified arborist to educate and manage volunteers
- Furnish all labor, materials, equipment, and supervision to install trees; install stakes/guys; apply mulch; and conduct any necessary grading, herbicide treatment, watering, fertilizing, and weed removal
- Provide one year of tree maintenance (this may include watering in some cases; see Section 6.8)

Tree Giveaways

The Contractor will coordinate the distribution of trees to City residents through tree giveaway events and/or voucher programs. Numbers and types of giveaway trees will be identified in the City's one-year tree plan, attached as Exhibit A. The Contractor will coordinate with City staff on the dates, locations, and formats of tree giveaway events, as well as the tree species to be included. The Contractor must have a certified arborist on staff to educate residents about planting and care of the tree species. The City will be responsible for hosting in-person events, assisting with event logistics including traffic management, and assisting with event promotion. The Contractor's scope of services includes, but is not limited to, the following:

- Select, purchase, and deliver a pre-determined number of trees of select species (size ≤7G) to the event location (or coordinate an equivalent voucher program)
- Coordinate event logistics, promote the events, and staff the events
- Provide educational materials about tree planting, care, and benefits; and have a certified arborist on site to answer attendees' questions

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SECTION 2 – INSTRUCTIONS TO PROPOSERS

2.1 Electronic Requests for Proposals (RFP's) shall be received by the bidding system no later than: **March 25, 2021, No Later Than 2:30 PM (Local Time).**

2.2 Late responses are not permitted by the bidding system. It shall be the sole responsibility of the Proposer to have their RFP submittal submitted online.

2.3 Proposers shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

2.4 It is the responsibility of the Proposers to have received all Addenda that are issued. Proposers should check online at Boynton-beach.bidsandtenders.net prior to submitting their Bid and up until Bid closing time and date in the event additional addenda are issued.

2.5 To obtain documents online please visit Boynton-beach.bidsandtenders.net. You can preview the bid documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner.

2.6 ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions not permitted.

2.7 Proposers are cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted, as Bid transmission can be delayed due to file transfer size, transmission speed, etc.

2.8 For the above reasons, it is recommended that sufficient time to complete your Bid Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

2.9 Proposers should contact *bids&tenders* support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact *bids&tenders* support at support@bidsandtenders.ca.

2.10 Late Submittal Responses are not permitted by the Bidding System.

2.11 To ensure receipt of the latest information and updates via email regarding this Invitation to Bid, or if a Proposers has obtained this Solicitation from a third party, the responsibility is on the Proposers to create a Bidding System Vendor account and register as a Plan Taker for the Solicitation.

2.12 All expenses for making RFP responses to the City are to be borne by the Proposers.

2.13 A sample draft agreement that the City intends to execute with the successful firm(s) is contained within this Invitation to Bid for review. The City reserves the right to modify the contract language prior to execution.

2.14 Each Proposers, by submission of a bid response, acknowledges that in the event of any legal action challenging the award of an RFP; damages, if any, shall be limited to the actual cost of the preparation of the ITB.

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SECTION 3 – PROPOSAL SUBMISSION REQUIREMENTS

3.1 SUBMISSION OF PROPOSALS

A. **General Requirements.** The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this REQUEST FOR PROPOSALS. As such, the substance of the Proposal will carry more weight than their length, form or manner of presentation. The Technical Proposal should demonstrate the qualification of the Firm and the particular staff to be assigned to his engagement. It should also specify an approach that will meet or exceed the REQUEST FOR PROPOSALS requirements.

The selected Firm(s) shall provide sufficient organization, personnel, and management to carry out the requirements of this RFP in an expeditious and economical manner, consistent with the needs of the City. Additionally, the selected Firm will be required to demonstrate recent experience with the successful completion of services similar to those specified within this RFP.

B. **Certification and Licenses.** Proposers must include with their Proposals, copy(ies) of all applicable certificates and licensing, International Society of Arboriculture (ISA) Certification as an Arborist and business permits related to the Work specified herein.

C. **Detailed Proposal.** Each of the eight (8) sections listed below shall be completed online through the bidding system.

1. Letter of Interest – To be completed online

   The Letter of Interest shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.

2. Firm's Qualifications – To be completed online

   a) Complete and submit Proposer's Qualification Statement,
   b) Describe the Firm's implementation plan and approach for
      i. Tree Plantings
      ii. Tree Giveaways
   c) Describe the Firm's method of Integrating community education and engagement into implementation of the above services.
   d) Provide a schedule for implementation for Year 1 of the contract.
   e) If the Principal Place of Business is different than the location specified in the Proposer's Qualification Statement, then proposer shall specify office location where each project will be managed and produced.

3. Qualifications of Project Team and availability of specialty resources. – To be attached online

Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services including:

a) An organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as "key project members".

b) Provide resumes for all key project members outlining the relevant experience and education.

4. References – Past Performance – To be completed online

Provide a list of three (3) governmental agencies references for similar contracts for which the Proposer has completed or are in progress within the past three (3) years with the following information: 1) Name of Agency, 2) Address and 3) Contact Name, Email Address and Telephone Number. The City is interested in learning of other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

5. Submittal of General Information and Procurement Forms and Documents

Procurement forms must be completed, signed and notarized when required and submitted. In addition, all other request and supporting documentation should be included.

a) Proposer Acknowledgement – ***Online Acknowledgement***
b) Proposer Qualification Statement – ***Upload Online***
c) Price Proposal - ***Online Form***
d) Addenda Acknowledgement – ***Online Acknowledgement***
e) Anti-Kickback Affidavit – ***Upload Online***
f) Non-collusion Affidavit of Proposer – ***Upload Online***
g) Confirmation of Minority Owned Business - ***Online Form***
h) Certification Pursuant to Florida Statute § 287.135 - ***Upload Online***
i) Confirmation of Drug Free Workplace - ***Online Acknowledgement***
j) Palm Beach Inspector General - ***Online Acknowledgement***
k) Local Business Certification - ***Online Form***
l) Statement of Non-Submittal (if applicable) - ***Online Form***
m) Schedule of Sub- Contractors – ***Online Form***
n) Submit current Florida Professional License(s), including evidence of possession of required licenses or business permits – ***Attach and Upload***
o) Submit proof of Professional Liability Insurance at the levels identified on the Insurance Advisory Form herein as an attachment. – ***Attach and Upload***
p) References – ***Online Form***
q) E-Verify Form Pursuant to Florida Statute § 448.095 – ***Upload Online***
r) Submit any Supplemental information relative to this RFP – ***Attach and Upload***

6. Sub Consultants Form to Be Completed Online

Sub-Consultant firms and key personnel from these firms shall be clearly identified. Proposers are to recognize that the City will not allow substitution of key project members during the Contract period without the agreement of the City. ***- Online Form***

PRICE PROPOSAL IS A SEPARATE DOCUMENT WHERE YOU WILL INPUT PRICES WITHIN THE SYSTEM

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SECTION 4 – EVALUATION OF PROPOSALS

4.1 EVALUATION CRITERIA

The City will designate a Selection Committee to review and evaluate all proposals submitted in response to this solicitation. The Committee shall conduct a preliminary evaluation of all responses based on the information provided and other evaluation criteria as set forth in this solicitation. The selection of the best-qualified Respondent(s) will be based on whether the Respondent(s) are responsible and responsive which means a Firm that has submitted a proposal that conforms in all material respects to the requirements in this RFP, and will be evaluated as follows:

CRITERIA	POSSIBLE POINTS
1. Approach and Implementation	30
2. Qualifications and Experience	25
3. Proposed Fees	25
4. References	15
5. Local Preference (Yes – 5pts; No- 0pts.)	5
TOTAL	**100**

A. Evaluation Process

PURSUANT TO THE PROVISIONS OF F.S. 287.055, KNOWN AS THE "CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT":

1. A Selection Committee consisting of City staff members, and outside consultant(s), if deemed necessary, will review each written submission for compliance with the requirements of the RFP, including verifying that each Proposal includes all documents required. In addition, the Committee will ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFP.

2. In the event less than three (3) firms express interest in a project or less than three (3) are deemed qualified by the Selection Committee, then Procurement Services shall make a determination as to whether to proceed with the lesser number of firms. If the decision is to re-advertise, and after a subsequent advertisement resulting in three (3) firms that still cannot be qualified, then the City shall proceed hereunder with the qualified firms.

3. The Selection Committee will evaluate, score and rank all responsive and responsible proposals based on the requirements of the RFP and may create a short list of a minimum of three (3) firms deemed to be the most highly qualified to perform the required services. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received.

4. The Selection Committee may at its sole discretion, request additional information or clarification of any information submitted by Respondent(s).

5. The Selection Committee will conduct discussions, interviews, or require presentations from the shortlisted firms. Upon completion of the discussions, interviews or presentations, the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration and based upon the evaluation criteria listed above.

6. Upon final ranking, the list of proposers recommended for award will be submitted to the City Commission for approval.

7. Upon approval by the City Commission, the City will negotiate an agreement(s) based on the attached draft contract found in Appendix "B" developed from this REQUEST FOR PROPOSALS. The City reserves the right to include additional provisions if the inclusion is in the best interest of the City, as determined solely by the City. Assuming the successful negotiation of an agreement, the final contract(s) will be submitted to the City Commission for their consideration and approval.

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SECTION 5 – GENERAL CONDITIONS

1. FAMILIARITY WITH LAWS: The qualifier is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the equipment. Ignorance on the part of the qualifier will in no way relieve them from responsibility.

2. BID FORMS: The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, proposal title, number, proposal date and time on the outside of the sealed envelope. Proposals not submitted on appropriate proposal forms may be rejected. All proposals are subject to the conditions specified herein. Proposals which do not comply with these conditions are subject to rejection.

3. EXECUTION OF BID: Proposal must contain an original signature of a representative who is legally authorized to contractually bind the Proposer.

4. NO BID: A NO SUBMITTAL response can be submitted online through the e-Procurement bidding system.

5. BID DEADLINE: It is the Bidder's responsibility to assure that the BID is submitted electronic by or at the proper time and date prior to the BID deadline. Late Submittal Responses are not permitted by the Bidding System

6. RIGHT TO REJECT RFP: Right is reserved to reject any or all RFP's and to waive technical errors, or to accept any RFP's that are in part deemed as the best responsible qualifier which represents the most advantageous RFP to the City. In determining the "most advantageous RFP", price, quantifiable factors, and other factors are considered. This would include specifications, proposed schedule, the proposed price and other factors contributing to the overall acquisition cost of this service.

   Consideration may be given, but not necessarily limited to conformity to the specifications, including timely delivery, product warranty, a qualifier's proposed service, ability to supply and provide service, delivery to required schedules and past performances in other Contracts with the City or other government entities.

7. RIGHTS OF THE CITY: The City expressly reserves the right to:

   A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
   B. Waive any defect, irregularity or informality in any bid or bidding procedure;

C. Reject or cancel any or all bids;
D. Reissue an Invitation to Bid;
E. Extend the bid deadline time and date;
F. Procure any item by other means;
G. Increase or decrease the quantity specified in the Invitation to Bid;
H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

8. STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective qualifier has:

A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
B. A satisfactory record of performance;
C. A satisfactory record of integrity;
D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
E. Supplied all necessary information in connection with the inquiry concerning responsibility.

9. QUALIFICATIONS OF BIDDERS: The City will only consider solicitation responses from firms normally engaged in performing the type of work specified within the Contract Documents. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City. Refer to Special Conditions for Additional Qualifications or Certification Requirements (if applicable). The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the City immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

10. DISQUALIFICATION OF BIDDER: More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. All Bids shall be rejected if there is reason to believe that collusion exists between Bidders. Automatic disqualifiers are as follows:

A. Not including an executed Bidder signature.
B. Not being licensed to perform the required work or to provide the required product.
C. Not being eligible to bid due to violations listed under Item No.38, "Public Entity Crimes."
D. Not completing the Bid Submittal Forms as required.

11. INFORMATION AND DESCRIPTIVE LITERATURE: Proposers must furnish all information requested in the spaces provided on the RFP form. Further, as may be specified elsewhere, each qualifier must submit for RFP evaluation cuts, sketches, and descriptive literature and technical specifications covering the products offered. Reference to literature submitted with a previous RFP or on file with the buyer will not satisfy this provision.

12. INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific BID no later than ten (10) days prior to the BID deadline. Inquiries must reference the date by which the BID is to be received.

13. CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

All Bidders must disclose with their Bid, the name of each of its employees, agents, or relatives who are employees of the CITY.

The Bidder represents and warrants to the CITY that no officer, employee, or agent of the CITY has any interest either directly or indirectly, in the business of the Bidder to be conducted hereunder. The Bidder further represents and warrants to the CITY that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure this contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or Firm, other than the bona fide personnel working solely for the Bidder for a fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this contract. The Bidder also acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract to employ or retain the services of any person, company, individual or Firm in connection with carrying out this contract. It is understood and agreed by the Bidder that, upon the breach or violation of this Section, the CITY shall have the right to terminate the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover the full amount of such fee, commission, percentage, gift or consideration paid by the Bidder.

A. The Bidder represents that it presently has no interest, either direct or indirect, while performing the services required by this contract, which would conflict in any manner with Florida Statutes. The Bidder represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee or agent of the CITY.

B. The Bidder represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Bidder's ability to perform the services required by this contract. Further, the Contractor represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict of interest.

C. The Bidder shall promptly notify the CITY in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the Bidder. If in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Bidder, the CITY shall so state in the notification and the Bidder shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the Bidder under the terms and conditions of this Contract. If the CITY determines that such potential relationship constitutes a conflict of interest, Bidder shall be in violation of its contract with the CITY if it enters into any relationship whatsoever with the prospective business.

14. TRADE SECRET: Any language contained in the Proposer's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection

in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

15. SUBCONTRACTING: If a qualifier subcontracts any portion of a Contract for any reason, they must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all RFP's wherein a subcontractor is named and to make the award to the qualifier, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject the RFP of any qualifier if the RFP names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

16. ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to Bidder's through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Bidder to have receive ALL addenda that are issued. Bidders should check online at Boynton-beach.bidsandtenders.net prior to submitting their bid and up until the bid closing time and date in the event additional addenda are issued. If a Bidder submits their bid prior to the BID closing time and date and an addenda have been issued, the Bidding System shall WITHDRAW the Bidder's submission and the submittal status will change to an INCOMPLETE STATUS and Withdraw the Bid Proposal. The Bidder can view this status change in the "MY BIDS" section of the Bidding System.

    The Bidder is solely responsible to:

    A. make any required adjustments to their Bid; and
    B. acknowledge the addenda; and
    C. ensure the re-submitted Bid is RECEIVED by the Bidding System no later than the stated bid closing time and date

17. ESCALATOR CLAUSE: Any RFP which is submitted subject to an escalator clause will be rejected.

18. ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted **"BID IS FOR SPECIFIED QUANTITY ONLY".**

19. EXCEPTIONS: Incorporation in an RFP of exceptions to any portion(s), of the Contract documents may invalidate the RFP. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the qualifier's RFP on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the RFP. The use of qualifier's standard forms or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

20. ALTERNATES: Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

21. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

22. ANTITRUST CAUSE OF ACTION: In submitting an RFP to the City of Boynton Beach, the respondent offers and agrees that if the RFP is accepted, the respondent will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tender's final payment to the respondent.

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

24. LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the qualifier will in no way be a cause for relief from responsibility.

25. ON PUBLIC ENTITY CRIMES - All Request for Proposal Invitations as defined by Section 287.012(11), Florida Statutes, Requests for Proposal as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

    "A person or affiliate who has been placed on the convicted Professional list following a conviction for public entity crime may not submit an RFP on a contract or provide any goods or services to a public entity, may not submit an RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFP's on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Professional list".

26. ADVERTISING: In submitting an RFP, the qualifier agrees not to use the results therefrom as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "**NONCONFORMANCE TO CONTRACT CONDITIONS**".

27. ASSIGNMENT: Any Purchase Order issued pursuant to this RFP invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the City.

28. LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, attorney fees, expenses and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) business days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim, suit, or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

29. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: At the option of the Professional, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, school boards, political subdivisions, counties, and cities. Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

30. AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified

31. FUNDING OUT: The resultant Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission for the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

32. AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

33. DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.

34. WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor and any necessary shipping. Warranty repairs may be accomplished on City property, if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

35. PRICES, TERMS AND PAYMENT: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be so fixed and firm for a period of ninety (90) calendar days. Prices must be submitted as outlined in the bid specifications. Generally, the prices must be submitted in units of quantity whereby both unit price and extended total shall be submitted. In case of discrepancy in computing the amount of the Bid, the Unit Price quoted shall govern. All prices shall be F.O.B. destination, freight pre-paid (unless otherwise stated in the Special Conditions). Award, if made, shall be in accordance with the terms and conditions stated herein. Each item must be Bid separately and no attempt is to be made to tie any item or items in with any other item or items. Payment shall be made only after installation and acceptance for materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

    All payments shall be governed by the Local Government Prompt Payment Act, F.S. § 218.

36. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.

37. MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, delivery instructions, bid prices, extensions and all instructions pertaining to the ITB.

38. INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Bid Specification shall minimally meet the following conditions to be considered as a valid payment request. If progress payments are applied for, all invoicing and payments shall be as stipulated under the Special Conditions section titled "Progress Payments".

    All invoices shall be based upon and submitted with an approved Schedule of Values. Said Schedule of Values shall also contain a percentage breakdown of the supplies and services completed for which payment is requested in comparison to the total contract.

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

    A. Contain the Bidder's Federal Employer Identification Number.
    B. Clearly reference the subject Contract or Purchase Order number;
    C. Provide sufficient salient description to identify the goods or services for which payment is requested;
    D. Must be an original or legible copy of a signed delivery receipt including both manual signature and printed name of a designated CITY employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The CITY shall accept partial deliveries.

    Timely submission of properly certified invoice(s) shall be in strict accordance with the price(s) and delivery elements as stipulated in the Contract document. The CITY's term of payment, unless otherwise stated in the Contract or Purchase Order documents is "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the CITY and appear on the Contract or Purchase Order document to be binding on the CITY.

    Should the CITY return an invoice for correction, the Vendor shall resubmit a corrected invoice to the CITY for processing.

39. PROMOTIONAL PRICING: In addition, Bidder shall offer to the CITY, during the Contract period, any item(s) offered on a "promotional" basis from the manufacturer. It shall be the successful Bidder's responsibility to monitor such item(s) and report any that are or shall be offered at lower price.

40. CONTRACTUAL AGREEMENT: The submission of a Bid constitutes a firm offer by the Bidder. Upon acceptance by the CITY, the Procurement Services Division shall issue a notice of award and purchase order(s) and/or contract for any supplies, equipment and/or services as a result of this Bid. The Invitation to Bid and the corresponding purchase order(s) and/or contract shall constitute the complete agreement between the successful Bidder and the CITY. Unless otherwise stipulated in the Bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

41. LICENSE AND PERMITS: It shall be the responsibility of the successful qualifier to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Assistant to the Finance Director and City Inspectors.

42. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Qualifier certifies that all material, equipment, etc., contained in this RFP meets all O.S.H.A. requirements. Qualifier further certifies that if awarded as the successful qualifier, 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 materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the qualifier.

Qualifier certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

43. PALM BEACH COUNTY INSPECTOR GENERAL: The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor 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 contract justifying its termination.

44. PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

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

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

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

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

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

CRYSTAL GIBSON, CITY CLERK
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
GIBSONC@BBFL.US

45. LOCAL BUSINESS PREFERENCE; The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars ($5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue generating contracts where award, if any, is to be made to the bidder returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid."

In order to be considered for a local business preference, **a bidder must include the Local Business Status Certification Form at the time of bid submittal.** Failure to submit this form at the time of bid submittal will result in the bidder being found ineligible for the local business preference for this solicitation.

Failure of the contractor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the City.

46. DIRECT OWNER PURCHASES: The CITY reserves the right to issue purchase orders for materials to either the Contractor's or the CITY's suppliers for construction/public works related materials.

47. SCRUTINIZED COMPANIES - 287.135 and 215.473: By submission of this Bid, Proposer certifies that Proposer is not participating in a boycott of Israel. Proposer further certifies that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, 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 Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

48. E-VERIFY: Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

"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. "Contractor" includes, but is not limited to, a vendor or consultant.

"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.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and 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 Boynton Beach; and

c) The Contractor shall 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 registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. 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 one (1) year after the date of termination.

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REQUEST FOR PROPOSAL
FOR TREE PLANTING PROGRAM

RFP No. 014-2821-21/KP

SECTION 6 – SPECIAL CONDITIONS

1. It will be the responsibility of the successful Proposer to supply necessary labor for completion of services if requested by the City of Boynton Beach.

2. The City by written notice may terminate in whole or in part any Contract resulting from this RFP when such action is in the best interest of the City. If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

3. It shall be the responsibility of the successful Proposer to maintain workers' compensation insurance, professional liability, property damage liability insurance and vehicular liability insurance; during the time any of his personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the vendor until such time as the items and/or work has been accepted by the City. The successful Proposer shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

   The City of Boynton Beach reserves the right, before awarding a Contract to require a Proposer to submit such evidence of qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City in making the award in the best interest of the City.

4. Locations of tree plantings will be in public right of ways (parkways, City parks, medians, and other specified facilities) within the City of Boynton Beach. Specific locations for each planting event shall be determined by the City in consultation with the Contractor. The Contractor is responsible for obtaining approval for locates (Sunshine 811) before performing any tree installations. In cases where there is a utility conflict with a tree planting location, the Contractor shall use all possible means and methods, inclusive of manual work such as hand digging, to perform the work and avoid damage to utilities.

5. All trees must have a one (1) year warranty from the date of final acceptance of installation. The Contractor must provide a written warranty for each planting, which must provide details as to the location of the planting, materials planted, and the effective date of the warranty.

6. The Contractor will be responsible for periodically inspecting the trees and other plantings under warranty and identifying any replacements that may be required. Where the Contractor identifies the need for such replacements, the Contractor must notify the City in writing, within seven (7) days of such determination.

7. The City will notify the Contractor in writing of any trees, planting, or other work, which do not appear to be healthy or which require replacement. The Contractor must, within seven (7) days notify the Project Manager of the conditions of the tree, planting, or work, state the action that will be taken, and the timeframe in which such action will be taken. At the City's sole discretion, replacement of trees and other plantings may be required when the City determines that:

    a) Tree or planting is not in a healthy growing condition and the tree or planting will not meet the minimum quality indicated in the specifications prior to the expiration of the warranty period.
    b) Not at the "Florida No. 1" quality level at the end of the guarantee period.
    c) The tree or planting is dead.

8. The Contractor is responsible to ascertain the location and accessibility of any utilities and potable water sources necessary to perform the work. The Contractor is responsible for all power for the performance of the work, including the use of a generator. The use of a generator may be subject to the prior approval of the City should the work be in a primarily residential neighborhood.

    The Contractor is responsible for distribution of water to the areas of planting during a one-year establishment period after planting. If there is no source of potable water available at the job site approved for use, then the Contractor will be responsible for bringing in a water truck or tank for hand watering. If during the planting, water availability previously agreed to, is curtailed, the Contractor must notify, in writing within 24 hours, the City of the condition and, if the Contractor deems necessary, his or her intent to cease work until water is restored. For trees already installed prior to cut-off of water availability, the Contractor will continue to be responsible for providing water as required by specifications.

    Contractor must provide the Parks Superintendent or designee with a watering scheduling for all trees previously planted that are within the required watering period. The watering schedule must be provided on a monthly basis with the Contractor's report.

9. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the work. The Contractor will be responsible for obtaining any necessary permits and permissions, as well as for all site security and any loss, damage or theft to its equipment and materials. The City at its sole discretion may make a staging site available for use by the Contractor. If such a site is made available by the City, the City assumes no responsibility or liability and the Contractor will be responsible for any loss, damage or theft to its equipment and materials. The Contractor will also be responsible for restoring the site to its pre-existing condition after the Contractor's use of the site.

10. Upon written notice from the Contractor that the work at a site is complete and ready for inspection, the Contractor must notify the City's representative requesting that a substantial completion inspection be performed. The City's representative will make arrangement for the inspection and notify the Contractor in writing of the time and date.

    Based on the substantial completion inspection, the City will determine, (1) the work meets all the requirements and should be inspected, or (2) work does not meet all the requirements and requires corrective action.

    Where the City determines that the work does not meet the requirements of the contract, the City will prepare a list of all corrective work that must be performed for the City to accept the work. The City and the contractor will determine a timeframe for completion of all the corrective work. Upon completion of the list the contractor will request another substantial completion inspection be conducted. Failure of the contractor to complete the list of corrective actions may result in the City finding the contractor in default. The City may, at its sole discretion elect to complete or have completed by list of work by others should the Contractor fail to meet the stipulated timeframe. Should the City elect to take such action any costs incurred by the City will be deducted from any payments due the contractor.

The Contractor will be notified in writing of the final acceptance of all work.

11. Inspections by the City of Boynton Beach will take place throughout the contract period. Complaints shall be documented and forwarded to the selected Proposer for immediate resolution. It is the responsibility of the selected Proposer to resolve all complaints with 24 hours of notification from the City.

12. The selected Proposer shall promptly notify the City of any needed repairs and/or damage to fixtures, building, and appurtenances observed during the performance of the services. Any item of a critical, priority, or emergency nature shall be verbally reported immediately to the City upon discovery, with written notification to follow prior to the end of the work shift.

13. The selected proposer's employees shall always wear uniforms while on the job. Name of contractor shall be on shirts. Shirts are always to be worn while working in the City. A safety vest, meeting FDOT standards, shall always be worn when employee is working in roadways or rights-of-way.

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APPENDIX A

PROPOSER'S QUALIFICATION STATEMENT
TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Submitted By:

Name: _____

Address: _____

CITY, State, Zip: _____

Telephone No.: _____

Fax No.: _____

Email Address.: _____

Check One	
Corporation	
Partnership	
Individual	
Other	

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's name: _____
   d. Vice President's name: _____
   e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

6. How many years has your organization been in business under its present business name?

_____

Under what other former names has your organization operated?

_____

_____

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

_____

_____

_____

8. Did you attend the Pre-Proposal Conference if any such conference was held?

YES ☐ NO ☐

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

_____

_____

_____

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

_____

_____

_____

11. State the name of the individual who will have personal supervision of the work:

_____

12. State the name and address of attorney, if any, for the business of the Proposer:

_____

_____

_____

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

_____

_____

_____

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:

_____

_____

_____

15. State the name of Surety Company which will be providing the bond (if applicable), and name and address of agent:

_____

_____

_____

16. Annual Average Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

17. Bank References:

Bank **Address** **Telephone**

_____

_____

_____

_____

18. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

_____

_____

_____

_____

_____

_____

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

_____

_____

_____

_____

_____

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?

YES ☐ NO ☐

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

_____

_____

_____

22. What will be your turnaround time for written responses to City inquires?

_____

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

_____

_____

_____

_____

24. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

_____

_____

_____

_____

_____

25. List and describe all criminal proceedings or hearings concerning business related offenses to which the Proposer, its principals or officers or predecessors' organization(s) were defendants.

_____

_____

_____

_____

26. Has the Proposer, its principals, officers or predecessors' organization(s) been convicted of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

_____

_____

_____

_____

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 2020

_____

Notary Public (Signature)

My Commission Expires: _____

ANTI-KICKBACK AFFIDAVIT
TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this _____ day of _____ , 2020 _____

Printed Information:

_____
NAME

_____
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

_____
COMPANY

_____
"OFFICIAL NOTARY SEAL" STAMP

NON-COLLUSION AFFIDAVIT OF PROPOSER
TO BE COMPLETED AND UPLOADED ONLINE

State of _____)
:
County of_____)

_____, being first duly sworn, deposes and says that:

1) He is _____ of _____, the proposer that
(Title) (Name of Corporation or Integrator)
has submitted the attached RFP:

2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) Said RFP is genuine and is not a collusive or sham RFP;

4) Further, the said proposer 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 proposer, integrator or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other proposer, integrator or person to fix the price or prices in the attached RFP or of any other proposer, or to fix any overhead, profit or cost element of the RFP price or the RFP price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Boynton Beach** or any person interested in the proposed Contract; and

5) 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 proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

CERTIFICATION PURSUANT TO FLORIDA

STATUTE § 287.135

TO BE COMPLETED AND UPLOADED ONLINE

I, _____, on behalf of _____ certify

Print Name and Title Company Name

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 City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant 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 Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services 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 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 Consultant, I hereby certify that the company identified above in the section entitled "Consultant 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 City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____	_____
COMPANY NAME	SIGNATURE
_____	_____
PRINT NAME	TITLE

E-VERIFY FORM

TO BE COMPLETED AND UPLOADED ONLINE

Project Name: _____

Project No.: _____

1. 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. "Contractor" includes, but is not limited to, a vendor or consultant.

"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.
"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
   a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
   b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and 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 Boynton Beach; and
   c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall 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 registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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.

3. Contract Termination
   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
   b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
   c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
   d) 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.
   e) If the 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:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, _____, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

_____
Title or Rank

_____
Serial number, if any

BID PROPOSAL

BID PROPOSAL WILL BE INPUT INTO THE BIDDING SYSTEM – BIDS & TENDERS

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "TREE PLANTING PROGRAM"

1. Unit prices are fixed until the end of the first term.

2. The quantities as indicated in the following worksheets have been inserted to establish the multiplier which will be used to determine the lowest Bidder. Actual quantities, which will be ordered by the City during the Contract Period, may vary substantially from the quantities listed in the following worksheets.

3. The unit prices for Events should include all costs of organizing, promoting, staffing, and executing the event itself. Event costs do not include the costs of furnishing, installing, and maintaining the trees, which are provided on the following worksheets. When the City orders a particular Tree Planting or Tree Giveaway event during the Contract Period, the total budget will include tree costs plus event costs.

4. The unit price for Tree Plantings should include all costs of furnishing, installing, and one year of maintenance. This price should include, but not be limited to, trees, installation equipment, stakes/guys, mulch, and fertilizer (if needed). Two separate unit prices should be provided for conditions in which 1) the City provides distribution of water to the planting areas, and 2) the Contractor provides a water truck or tank to hand water the trees during the one-year establishment period.

5. The unit price for Tree Giveaways should include all costs of furnishing the trees.

6. "No Bid" should be written in the Unit Price if no bid is being proposed.

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EVENTS					
Line Item No.	**Description**	**Unit**	**Unit Price**	**x Event**	**Total**
TREE PLANTINGS					
1	Labor	per Event		10	$ -
2	Materials and Supplies*	per Event		10	$ -
3	Education	per Event		10	$ -
				Total for TREE PLANTING EVENTS	**$**
TREE GIVEAWAYS					
1	Labor	per Event		5	$ -
2	Materials and Supplies*	per Event		5	$ -
3	Education	per Event		5	$ -
				Total for TREE GIVEAWAY EVENTS	**$**

*** Materials and Supplies prices should include only materials and supplies associated with organizing, promoting, and executing the event itself. These should not include trees, planting materials, and maintenance costs.**

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BID PROPOSAL

***BID PROPOSAL WILL BE INPUT INTO THE BIDDING SYSTEM – BIDS & TENDERS**

NATIVE TREES FOR PARK PLANTING PRICE PROPOSAL FORM

Line Item No.	Estimated Quantities are being used for evaluation/ award purposes only	Unit	Furnish, Install & Maintain Unit Price with City-provided water	Furnish, Install & Maintain Unit Price with Contractor-provided water truck	x Quantity	Total with City-provided water	Total with Contractor-provided water truck
RED MAPLE (ACER RUBRUM)							
1	15 GAL	EA			25	$ -	$ -
2	25 GAL	EA			25	$ -	$ -
MARLBERRY (ARDISIA ESCALLONIOIDES							
3	15 GAL	EA			25	$ -	$ -
4	25 GAL	EA			25	$ -	$ -
BAHAMA STRONGBARK (BOURRERIA SUCCULENTA)							
5	15 GAL	EA			25	$ -	$ -
6	25 GAL	EA			25	$ -	$ -
GUMBO LIMBO (BURSERA SIMAROUBA)							
7	15 GAL	EA			25	$ -	$ -
8	25 GAL	EA			25	$ -	$ -
SUGARBERRY (CELTIS LAEVIGATA)							
9	15 GAL	EA			25	$ -	$ -
10	25 GAL	EA			25	$ -	$ -
SATINLEAF (CHRYSOPHYLLUM OLIVIFORME)							
11	15 GAL	EA			25	$ -	$ -
12	25 GAL	EA			25	$ -	$ -
PIGEON PLUM (COCCOLOBA DIVERSIFOLIA)							
13	15 GAL	EA			25	$ -	$ -
14	25 GAL	EA			25	$ -	$ -
SEAGRAPE (COCCOLOBA UVIFERA)							
15	15 GAL	EA			25	$ -	$ -
16	25 GAL	EA			25	$ -	$ -
GREEN OR SILVER BUTTONWOOD (CONOCARPUS ERECTUS)							
17	15 GAL	EA			25	$ -	$ -
18	25 GAL	EA			25	$ -	$ -
GEIGER TREE (CORDIA SPP.)							
19	15 GAL	EA			25	$ -	$ -
20	25 GAL	EA			25	$ -	$ -
WHITE STOPPER (EUGENIA AXILLARIS)							
21	15 GAL	EA			25	$ -	$ -
22	25 GAL	EA			25	$ -	$ -

BIOLLY (GUAPIRA DISCOLOR)							
23	15 GAL	EA			25	$ -	$ -
24	25 GAL	EA			25	$ -	$ -
TOPAL HOLLY (ILEX ATTENUATE)							
25	15 GAL	EA			25	$ -	$ -
26	25 GAL	EA			25	$ -	$ -
DAHOON HOLLY (ILEX CASSINE)							
27	15 GAL	EA			25	$ -	$ -
28	25 GAL	EA			25	$ -	$ -
RED CEDAR (JUNIPERUS VIRGINIANA)							
29	15 GAL	EA			25	$ -	$ -
30	25 GAL	EA			25	$ -	$ -
IRONWOOD (KRUGIODENDRON FERREUM)							
31	15 GAL	EA			25	$ -	$ -
32	25 GAL	EA			25	$ -	$ -
WILD TAMARIND (LYSILOMA LATISILIQUUM)							
33	15 GAL	EA			25	$ -	$ -
34	25 GAL	EA			25	$ -	$ -
SWEETBAY (MAGNOLIA VIRGINIANA)							
35	15 GAL	EA			25	$ -	$ -
36	25 GAL	EA			25	$ -	$ -
RED MULBERRY (MORUS RUBRA)							
37	15 GAL	EA			25	$ -	$ -
38	25 GAL	EA			25	$ -	$ -
SIMPSON'S STOPPER (MYRCIANTHES FRAGRANS)							
39	15 GAL	EA			25	$ -	$ -
40	25 GAL	EA			25	$ -	$ -
LANCEWOOD (NECTANDRA CORIACEA)							
41	15 GAL	EA			25	$ -	$ -
42	25 GAL	EA			25	$ -	$ -
SLASH PINE (PINUS ELLIOTTII VAR. DENSA)							
43	15 GAL	EA			25	$ -	$ -
44	25 GAL	EA			25	$ -	$ -
LAUREL OAK (QUERCUS LAURIFOLIA)							
43	15 GAL	EA			25	$ -	$ -
44	25 GAL	EA			25	$ -	$ -
LIVE OAK (QUERCUS VIRGINIANA)							
43	15 GAL	EA			25	$ -	$ -
44	25 GAL	EA			25	$ -	$ -
FALSE MASTIC (SIDEROXYLON FOETIDISSIMUM)							
43	15 GAL	EA			25	$ -	$ -
44	25 GAL	EA			25	$ -	$ -
PARADISE TREE (SIMAROUBA GLAUCA)							
43	15 GAL	EA			25	$ -	$ -
44	25 GAL	EA			25	$ -	$ -
BALD CYPRESS (TAXODIUM DISTICHUM)							
43	15 GAL	EA			25	$ -	$ -
44	25 GAL	EA			25	$ -	$ -

BID PROPOSAL

***BID PROPOSAL WILL BE INPUT INTO THE BIDDING SYSTEM – BIDS & TENDERS**

NATIVE AND FRUIT TREES FOR TREE GIVEAWAY PRICE PROPOSAL

Line Item No.	Estimated Quantities are being used for evaluation/ award purposes only	Unit	Unit Price	x Quantity	Total
BAHAMA STRONGBARK (BOURRERIA SUCCULENTA)					
1	3 GAL	EA		50	$ -
2	7 GAL	EA		50	$ -
GUMBO LIMBO (BURSERA SIMAROUBA)					
3	3 GAL	EA		50	$ -
4	7 GAL	EA		50	$ -
CINNAMON BARK (CANELLA WINTERANA)					
5	3 GAL	EA		50	$ -
6	7 GAL	EA		50	$ -
SIMPSON'S STOPPER (MYRCIANTHES FRAGRANS)					
7	3 GAL	EA		50	$ -
8	7 GAL	EA		50	$ -
SLASH PINE (PINUS ELLIOTTII)					
9	3 GAL	EA		50	$ -
10	7 GAL	EA		50	$ -
WEST INDIAN CHERRY (PRUNUS MYRTIFOLIA)					
11	3 GAL	EA		50	$ -
12	7 GAL	EA		50	$ -
LIVE OAK (QUERCUS VIRGINIANA)					
13	3 GAL	EA		50	$ -
14	7 GAL	EA		50	$ -
FALSE MASTIC (SIDEROXYLON FOETIDISSIMUM)					
15	3 GAL	EA		50	$ -
16	7 GAL	EA		50	$ -
PARADISE TREE (SIMAROUBA GLAUCA)					
17	3 GAL	EA		50	$ -
18	7 GAL	EA		50	$ -
SOURSOP (ANNONA MURICATA)					
19	3 GAL	EA		50	$ -
20	7 GAL	EA		50	$ -
SUGAR APPLE (ANNONA SQUAMOSA)					
21	3 GAL	EA		50	$ -
22	7 GAL	EA		50	$ -
JACK FRUIT (ARTOCARPUS HETEROPHYLIUS)					
23	3 GAL	EA		50	$ -
24	7 GAL	EA		50	$ -

STAR FRUIT (AVERRHOA CARAMBOLA)					
25	3 GAL	EA		50	$ -
26	7 GAL	EA		50	$ -
PERSIMMON (DIOSPYROS VIRGINIANA)					
27	3 GAL	EA		50	$ -
28	7 GAL	EA		50	$ -
BARBADOS CHERRY (MALPIGHIA EMARGINATA)					
29	3 GAL	EA		50	$ -
30	7 GAL	EA		50	$ -
MANGO (MANGIFERA INDICA)					
31	3 GAL	EA		50	$ -
32	7 GAL	EA		50	$ -
AVOCADO (PERSEA AMERICANA)					
33	3 GAL	EA		50	$ -
34	7 GAL	EA		50	$ -
CRAPE MYRTLE (LAGERSTROEMIA SPECIES)					
35	3 GAL	EA		50	$ -
36	7 GAL	EA		50	$ -

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APPENDIX B

Draft Contract
Subject to modification and final approval by City Attorney

PROFESSIONAL SERVICES AGREEMENT FOR
TREE PLANTING PROGRAM

THIS AGREEMENT is entered into between the CITY of Boynton Beach, hereinafter referred to as "CITY", and _____, hereinafter referred to as "CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY of Boynton Beach solicited proposals for a non-exclusive Contract to perform professional planning services, and

WHEREAS, THE CITY issued a REQUEST FOR PROPOSALS FOR A **TREE PLANTING PROGRAM, RFP No. 014-2821-21/KP**; and

WHEREAS, RFP No. 014-2821-21/KP defined Scope of Services for Tree Planting Program; and

WHEREAS, the CITY determined that CONSULTANT was qualified for appointment to perform the scope of services set forth in RFP No. 014-2821-21/KP; and

WHEREAS, the City Commission on _____, 2021, determined that CONSULTANT was qualified for appointment to perform the scope of services set forth in the REQUEST FOR PROPOSALS; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform TREE PLANTING PROGRAM outlined in RFP No. 014-2821-21/KP and incorporated herein: Sections "RESPONSIBILITIES".

RESPONSIBILITIES

a. Promote the planting events and giveaways to encourage community awareness and participation.

b. Coordinate event logistics and staff the events, including a certified arborist to educate and manage volunteers.

c. Provide educational materials about tree planting, care, and benefits; and have a certified arborist on site to answer attendees' questions.

d. Select tree species and locations in collaboration with City staff, and obtain written approval of species and locations from the Project Manager prior to commencing any planting.

e. Purchase and deliver a pre-determined number of trees of select species to the planting location or events.

f. Furnish all labor, materials, equipment, and supervision to install trees.

g. Obtain approval for locates (Sunshine 811) before performing any tree installations.

h. Provide one year of tree maintenance, including distribution of water to the areas of planting during a one-year establishment period after planting.

i. Periodically inspect trees under warranty and replace trees if needed under the terms of warranty.

The CITY's Representative during the performance of this Contract shall be Rebecca Harvey, Sustainability Coordinator telephone (561) 742-6494.

The CONSULTANT'S Representative during the performance of the Contract shall be _____telephone_____.

ARTICLE 2 - TERM

2.1 The initial Contract period shall be for an initial term of two (2) years, commencing on _____. The City reserves the right to renew the contract for three (3) additional one (1) year periods, under the same terms, conditions. The Services to be performed during the initial two (2) year terms will be governed by this Agreement, and that there is no guarantee of future work being given to the Consultant.

2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY's discretion), the CONSULTANT shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The CONSULTANT will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY.

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Work under this Contract shall commence upon the giving of written notice by the CITY to the CONSULTANT by way of a purchase order and delivered to CONSULTANT. CONSULTANT shall perform all services and provide all work product required pursuant to this Agreement within the time period set forth in the purchase order.

ARTICLE 4 - PAYMENT

4.1 PAYMENT. The Professional shall be paid by the City for completed work and for services rendered under this agreement as follows:

a. Payment for the work provided by Professional shall be made promptly on all invoices submitted to the City properly and in accordance with "PRICE PROPOSAL" .

b. The Professional may submit invoices to the City during the progress of the contract term. Such invoices will be reviewed by the City, and upon approval thereof, payment will be made to the Professional in the amount approved.

c. Final payment of any balance due the Professional of the total price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.

d. Payment as provided in this section by the CITY shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

e. The Professional's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this agreement shall be the property of the CITY whether the project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design copies, including reproducible copies, of drawing and specifications for information, reference and use in connection with CONSULTANT's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of CONSULTANT, shall be at the CITY's sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

6.1 This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. CONSULTANT's services shall meet a standard of care for TREE PLANTING SERVICES. In submitting its response to the RFP, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, CONSULTANT shall

not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Agreement.

ARTICLE 9 - INDEMNIFICATION

9.1 CONSULTANT shall indemnify and hold harmless the CITY, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT's own employees, or damage to property occasioned by a negligent act, omission of the CONSULTANT. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Agreement or out of the services or goods furnished hereunder.

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide originals or certified copies of all policies, and shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products Completed Operations and Contractual Liability with specific reference of Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement. CONSULTANT shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a minimum amount of $1,000,000 combined single

limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of $1,000,000 per occurrence.

10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-consultants comply with the same insurance requirements referenced above.

10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above for Comprehensive Liability Insurance on a claims-made policy only

ARTICLE 11 - INDEPENDENT CONSULTANT

11.1 CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

12.1 The CONSULTANT warrants that he has not employed or retained any company or person, other than a *bonafide* employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a *bonafide* employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its

discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTs. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - DISCRIMINATION PROHIBITED

14.1 The CONSULTANT, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

ARTICLE 15 - ASSIGNMENT

15.1 The CONSULTANT shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

ARTICLE 16 - NON-WAIVER

16.1 A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 17 – TERMINATION

17.1 Termination for Convenience: This Agreement may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

ARTICLE 18 - DISPUTES

18.1 Any dispute arising out of the terms or conditions of this Agreement shall be adjudicated within the courts of Florida. Further, this Agreement shall be construed under Florida Law.

ARTICLE 19 – UNCONTROLLABLE FORCES

19.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

19.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 20 - NOTICES

Notices to the CITY of Boynton Beach shall be sent to the following address:

City of Boynton Beach
Attn: Lori LaVerriere, City Manager
100 E. Ocean Avenue
Boynton Beach, FL 33435

Notices to CONSULTANT shall be sent to the following address:

Consultant:
ADDRESS
CITY/STATE/ZIP
Attn:
Tel:
Fax:
Email:

ARTICLE 21 - INTEGRATED AGREEMENT

21.1 This Agreement, together with the RFP/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

ARTICLE 22 - SOVEREIGN IMMUNITY

22.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.

22.2 In connection with any litigation or other proceeding arising out of the Agreement, each party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY's liability for costs and attorney's fees, however, shall not alter or waive CITY's entitlement to sovereign immunity, or extend CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Agreement.

2. The parties agree that any action arising out of this Agreement shall take place in Palm Beach County, Florida.

ARTICLE 23 – PUBLIC RECORDS

23.1 Sealed documents received by the CITY in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the CITY announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

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

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

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

D. Upon completion of the contract, Consultant shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT'S possession. All records stored electronically by CONSULTANT must be provided to the CITY, upon request from the

CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

CRYSTAL GIBSON, CITY CLERK
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
TELEPHONE: 561-742-6061
GIBSONC@BBFL.US

ARTICLE 24 – SCRUTINIZED COMPANIES 287.135 and 215.473

24.1 By submission of this Bid, Proposer certifies that Proposer is not participating in a boycott of Israel. Proposer further certifies that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has CONSULTANT been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONSULTANT of the CITY's determination concerning the false certification. CONSULTANT shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONSULTANT 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 CONSULTANT does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

ARTICLE 25 – E-VERIFY

25.1 Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

2) Definitions for this Section:
"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. "Contractor" includes, but is not limited to, a vendor or consultant.

"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.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:
Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

c) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

d) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's EVerify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

c) The Contractor shall 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 registration and utilization of the E-Verify
System to verify the work authorization status of all newly hired employees. Contractor shall also require 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. 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 one (1) year after the date of termination.

This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____
City Manager
Attest/Authenticated:

_____
CONSULTANT

_____
Title

_____
City Clerk

(Corporate Seal)

Approved as to Form:

_____
Office of the City Attorney

Attest/Authenticated:

_____
Witness

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

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

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

EXHIBIT "A"

CITY OF BOYNTON BEACH ONE-YEAR TREE PLAN
March 2021 – February 2022

On September 1, 2020 the Boynton Beach City Commission unanimously adopted a community-wide goal of planting 3,000 trees per year to increase the tree canopy from 16.1% to 20% by 2035 (Resolution R20-091). Meeting this community-wide goal will require financial investments by the City of Boynton Beach, private developers, and residents, with supplemental funding from grants and corporate sponsorships. The City will lead by example by planting trees on City property, hosting tree giveaways for residents, and collaborating with private and public partners for additional tree planting opportunities.

The following is a one-year plan to plant and distribute up to 1,500 trees through a combination of scheduled City plantings, tree giveaways, and partnerships. To partially fund the tree canopy program, the City executed an Interlocal Agreement with the Boynton Beach Community Redevelopment Agency (CRA) to reimburse the City for materials and equipment costs to plant trees in designated locations within the CRA area during Fiscal Year 2020-2021. Additional funding for this year's tree plan will be contributed from other City accounts as available.

A. Tree Plantings

The Urban Tree Canopy Assessment conducted by the Green Infrastructure Center in 2020 identified Potential Planting Areas (PPAs) on public and private land throughout the City. The assessment results are used to prioritize specific areas for planting each year, such as City parks, schools, streets, and neighborhoods with lowest canopy and highest mean temperatures. This year, the City prioritizes tree plantings within the CRA area to utilize the project funding provided by the CRA. Staff have preliminarily identified these five City parks in the CRA area to target for plantings this year:

- Oyer Park: along north edge and in wet area on south end
- Jaycee Park: wet areas potential for cypress
- Wilson Park: around playing field behind Carolyn Sims Community Center
- Palmetto Greens Linear Park: on the greenway along the canal/bike lane
- Barton Memorial Park: open areas on northern end of park

The selected Contractor will implement at least five park planting events (one at each selected park), scheduled at approximately one event per month. The first planting event will be scheduled as soon as possible upon execution of agreement. The Contractor will follow the specified Scope of Services to install pre-determined numbers and species of trees (size ≤25G gallon) at each designated location. The City may request additional planting events depending on the available budget, for a total not to exceed 500 trees installed.

The Contractor must have a certified arborist on staff to collaborate with City staff on the best types of trees and placement for specific planting locations. Plantings should include a diversity of tree species that are native or known to thrive in South Florida, and will be selected for each location on based on 'Right Tree Right Place' principles. The following is a non-exhaustive list of tree species to include in the plantings.

Suggested Native Trees for Park Plantings

Acer rubrum	Red maple
Ardisia escallonioides	Marlberry
Bourreria succulenta	Bahama Strongbark
Bursera simarouba	Gumbo limbo
Celtis laevigata,	Sugarberry
Chrysophyllum oliviforme	Satinleaf
Coccoloba diversifolia	Pigeon plum
Coccoloba uvifera	Seagrape

Conocarpus erectus	Green or silver buttonwood
Cordia spp.	Geiger tree
Eugenia axillaris	White stopper
Guapira discolor	Blolly
Ilex attenuate	Topal holly
Ilex cassine	Dahoon holly
Juniperus virginiana	Red cedar
Krugiodendron ferreum	Ironwood
Lysiloma latisiliquum	Wild Tamarind
Magnolia virginiana	Sweetbay
Morus rubra	Red mulberry
Myrcianthes fragrans	Simpson’s stopper
Nectandra coriacea	Lancewood
Pinus elliottii var. densa	Slash Pine
Quercus laurifolia	Laurel oak
Quercus virginiana	Live oak
Sideroxylon foetidissimum	False mastic
Simarouba glauca	Paradise tree
Taxodium distichum	Bald Cypress

B. Tree Giveaways

The selected Contractor will coordinate the distribution of up to 1,000 trees (size ≤7G), depending on the available budget, to City residents through tree giveaway events and/or voucher programs. The Contractor will schedule the tree giveaways approximately once per quarter according to the specified Scope of Services. At least four tree species shall be included in each giveaway, divided between South Florida–friendly fruit trees and South Florida native trees. The following are non-exhaustive lists of tree species to be considered for inclusion in the giveaways.

Suggested Native Trees for Giveaways

Bourreria succulenta	Bahama strongbark
Bursera simaruba	Gumbo limbo
Canella winterana	Cinnamon bark
Myrcianthes fragrans	Simpson's stopper
Pinus elliottii	Slash pine
Prunus myrtifolia	West indian cherry
Quercus virginiana	Live oak
Sideroxylon foetidissimum	False mastic
Simarouba glauca	Paradise tree

Suggested Fruit and Flowering Trees for Giveaways

Annona muricata	Soursop
Annona squamosa	Sugar apple
Artocarpus heterophylius	Jack fruit
Averrhoa carambola	Star fruit
Diospyros virginiana	Persimmon
Malpighia emarginata	Barbados cherry
Mangifera indica	Mango
Persea americana	Avocado
Lagerstroemia species	Crape myrtle

014282121 - Tree Planting Program

Opening Date: March 10, 2021 12:00 PM

Closing Date: March 25, 2021 2:30 PM

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY**" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

Event Pricing Schedule

1. Unit prices are fixed until the end of the first term.

2. The quantities as indicated in the following worksheets have been inserted to establish the multiplier which will be used to determine the lowest Bidder. Actual quantities, which will be ordered by the City during the Contract Period, may vary substantially from the quantities listed in the following worksheets.

3. The unit prices for Events should include all costs of organizing, promoting, staffing, and executing the event itself. Event costs do not include the costs of furnishing, installing, and maintaining the trees, which are provided on the following worksheets. When the City orders a particular Tree Planting or Tree Giveaway event during the Contract Period, the total budget will include tree costs plus event costs.

*** Materials and Supplies prices should include only materials and supplies associated with organizing, promoting, and executing the event itself. These should not include trees, planting materials, and maintenance costs.**

Event Description	Description	Unit	Unit Price *	x Event	Total
Tree Planting	Labor	per Event		10	
Tree Planting	Materials and Supplies *	per Event		10	
Tree Planting	Education	per Event		10	
Tree Giveaways	Labor	per Event		5	
Tree Giveaways	Materials and Supplies *	per Event		5	
Tree Giveaways	Education	per Event		5	

Native Tree Planting Pricing Schedule

Unit prices are fixed until the end of the first term.

The quantities as indicated in the following worksheets have been inserted to establish the multiplier which will be used to determine the lowest Bidder. Actual quantities, which will be ordered by the City during the Contract Period, may vary substantially from the quantities listed in the following worksheets.

The unit price for Tree Plantings should include all costs of furnishing, installing, and one year of maintenance. This price should include, but not be limited to, trees, installation equipment, stakes/guys, mulch, and fertilizer (if needed). Two separate unit prices should be provided for conditions in which 1) the City provides distribution of water to the planting areas, and 2) the Contractor provides a water truck or tank to hand water the trees during the one-year establishment period.

"No Bid" should be written in the Unit Price if no bid is being proposed.

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Tree Description	Size	Unit	Furnish, Install & Maintain Unit Price with City provided water *	Furnish, Install & Maintain Unit Price with Contractor provided water truck *	Quantity	Total with City provided water	Total with Contractor provided water truck
RED MAPLE (ACER RUBRUM)	15 gallon	EA			25		
	25 gallon	EA			25		
MARLBERRY (ARDISIA ESCALLONIOIDES)	15 gallon	EA			25		
	25 gallon	EA			25		
BAHAMA STRONGBARK (BOURRERIA SUCCULENTA)	15 gallon	EA			25		
	25 gallon	EA			25		
GUMBO LIMBO (BURSERA SIMAROUBA)	15 gallon	EA			25		
	25 gallon	EA			25		
SUGARBERRY (CELTIS LAEVIGATA)	15 gallon	EA			25		
	25 gallon	EA			25		
SATINLEAF (CHRYSOPHYLLUM OLIVIFORME)	15 gallon	EA			25		
	25 gallon	EA			25		
PIGEON PLUM (COCCOLOBA DIVERSIFOLIA)	15 gallon	EA			25		
	25 gallon	EA			25		
SEAGRAPE (COCCOLOBA UVIFERA)	15 gallon	EA			25		
	25 gallon	EA			25		
GREEN OR SILVER BUTTONWOOD (CONOCARPUS ERECTUS)	15 gallon	EA			25		
	25 gallon	EA			25		
GEIGER TREE (CORDIA SPP.)	15 gallon	EA			25		
	25 gallon	EA			25		
WHITE STOPPER (EUGENIA AXILLARIS)	15 gallon	EA			25		
	25 gallon	EA			25		
BIOLLY (GUAPIRA DISCOLOR)	15 gallon	EA			25		
	25 gallon	EA			25		
TOPAL HOLLY (ILEX ATTENUATE)	15 gallon	EA			25		
	25 gallon	EA			25		
DAHOON HOLLY (ILEX CASSINE)	15 gallon	EA			25		
	25 gallon	EA			25		
RED CEDAR (JUNIPERUS VIRGINIANA)	15 gallon	EA			25		
	25 gallon	EA			25		
IRONWOOD (KRUGIODENDRON FERREUM)	15 gallon	EA			25		
	25 gallon	EA			25		
WILD TAMARIND (LYSILOMA LATISILIQUUM)	15 gallon	EA			25		
	25 gallon	EA			25		
SWEETBAY (MAGNOLIA VIRGINIANA)	15 gallon	EA			25		
	25 gallon	EA			25		
RED MULBERRY (MORUS RUBRA)	15 gallon	EA			25		
	25 gallon	EA			25		
SIMPSON'S STOPPER (MYRCIANTHES FRAGRANS)	15 gallon	EA			25		
	25 gallon	EA			25		
LANCEWOOD (NECTANDRA CORIACEA)	15 gallon	EA			25		
	25 gallon	EA			25		
SLASH PINE (PINUS ELLIOTTII VAR. DENSA)	15 gallon	EA			25		
	25 gallon	EA			25		
LAUREL OAK (QUERCUS LAURIFOLIA)	15 gallon	EA			25		
	25 gallon	EA			25		
LIVE OAK (QUERCUS VIRGINIANA)	15 gallon	EA			25		
	25 gallon	EA			25		
FALSE MASTIC (SIDEROXYLON FOETIDISSIMUM)	15 gallon	EA			25		
	25 gallon	EA			25		
PARADISE TREE (SIMAROUBA GLAUCA)	15 gallon	EA			25		
	25 gallon	EA			25		
BALD CYPRESS (TAXODIUM DISTICHUM)	15 gallon	EA			25		
	25 gallon	EA			25		

Native & Fruit Tree Giveaway Pricing Schedule

Unit prices are fixed until the end of the first term.

The quantities as indicated in the following worksheets have been inserted to establish the multiplier which will be used to determine the lowest Bidder. Actual quantities, which will be ordered by the City during the Contract Period, may vary substantially from the quantities listed in the following worksheets.

The unit price for Tree Giveaways should include all costs of furnishing the trees.

"No Bid" should be written in the Unit Price if no bid is being proposed.

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Tree Description	Size	Unit	Unit Price *	Quantity	Total
BAHAMA STRONGBARK (BOURRERIA SUCCULENTA)	3 gallon	EA		50	
	7 gallon	EA		50	
GUMBO LIMBO (BURSERA SIMAROUBA)	3 gallon	EA		50	
	7 gallon	EA		50	
CINNAMON BARK (CANELLA WINTERANA)	3 gallon	EA		50	
	7 gallon	EA		50	
SIMPSON'S STOPPER (MYRCIANTHES FRAGRANS)	3 gallon	EA		50	
	7 gallon	EA		50	
SLASH PINE (PINUS ELLIOTTII)	3 gallon	EA		50	
	7 gallon	EA		50	
WEST INDIAN CHERRY (PRUNUS MYRTIFOLIA)	3 gallon	EA		50	
	7 gallon	EA		50	
LIVE OAK (QUERCUS VIRGINIANA)	3 gallon	EA		50	
	7 gallon	EA		50	
FALSE MASTIC (SIDEROXYLON FOETIDISSIMUM)	3 gallon	EA		50	
	7 gallon	EA		50	
PARADISE TREE (SIMAROUBA GLAUCA)	3 gallon	EA		50	
	7 gallon	EA		50	
SOURSOP (ANNONA MURICATA)	3 gallon	EA		50	
	7 gallon	EA		50	
SUGAR APPLE (ANNONA SQUAMOSA)	3 gallon	EA		50	
	7 gallon	EA		50	
JACK FRUIT (ARTOCARPUS HETEROPHYLIUS)	3 gallon	EA		50	
	7 gallon	EA		50	
STAR FRUIT (AVERRHOA CARAMBOLA)	3 gallon	EA		50	
	7 gallon	EA		50	
PERSIMMON (DIOSPYROS VIRGINIANA)	3 gallon	EA		50	
	7 gallon	EA		50	
BARBADOS CHERRY (MALPIGHIA EMARGINATA)	3 gallon	EA		50	
	7 gallon	EA		50	
MANGO (MANGIFERA INDICA)	3 gallon	EA		50	
	7 gallon	EA		50	
AVOCADO (PERSEA AMERICANA)	3 gallon	EA		50	
	7 gallon	EA		50	
CRAPE MYRTLE (LAGERSTROEMIA SPECIES)	3 gallon	EA		50	
	7 gallon	EA		50	

References

Provide a list of three (3) governmental agencies references for similar contracts for which the Proposer has completed or are in progress within the past three (3) years with the following information: 1) Name of Agency, 2) Address and 3) Contact Name, Email Address and Telephone Number. The City is interested in learning of other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Name of Agency *	Address *	Contact Name *	Email Address *	Telephone Number *

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Sub Consultants

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Name of Agency	Consultant Name	Address	Percentage % of Contract

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Proposer's Qualification Statement * (mandatory)
- Anti-Kickback Affidavit * (mandatory)
- Non-Collusion Affidavit of Proposer * (mandatory)
- Confirmation of Minority Owned Business * (mandatory)
- Certification Pursuant to Florida Statute § 287.135 * (mandatory)
- E-verify Form * (mandatory)
- Submit current Florida Professional License, including evidence of possession of required licenses or business permits * (mandatory)
- Submit proof of Professional Liability Insurance at the levels identified on the Insurance Advisory Form * (mandatory)
- Palm Beach County Local Business Tax Receipt, formerly Occupational License (This or Proof of an active Certificate of Authority) (optional)
- Company's Completed W-9 * (mandatory)
- Additional Document (optional)

Proposer Acknowledgements

Addenda Acknowlegement - Proposers shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

Confirmation of Drug Free Workplace - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Palm Beach Inspector General - The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor 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 contract justifying its termination.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

☐ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		