



**VENDOR AWARD**

Vendor Name: Sunset Sod, Inc.  
 Vendor Address: 13100 SW 124th Avenue, Miami, FL 33186  
 Contact: Kathy Hernandez  
 Phone: 305-253-2002 Fax: 786-242-9988  
 Cell/Pager: \_\_\_\_\_ Email Address: aloha@sunsetsod.com  
 Website: \_\_\_\_\_ FEIN: 59-2421961

**VENDOR AWARD**

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

**SECTION #2**

**AWARD/BACKGROUND INFORMATION**

Award Date: 09/08/2022 Resolution/Agenda Item No.: 7-J  
 Insurance Required: Yes  No \_\_\_\_\_  
 Performance Bond Required: Yes \_\_\_\_\_ No

**SECTION #3**

**LEAD AGENCY**

Agency Name: City of Boynton Beach  
 Agency Address: 100 East Ocean Avenue, Boynton Beach, FL 33435  
 Agency Contact: Kristeena Pinto Email: PintoK@bbfl.us  
 Telephone: 561-742-6322 Fax: \_\_\_\_\_

**2022 SOD AND SOD INSTALLATION**  
**AWARDED VENDORS**

<b><u>GROUPS 1 – 18</u></b>	<b><u>NORTH PRIMARY VENDOR</u></b>	<b><u>NORTH SECONDARY VENDOR</u></b>	<b><u>CENTRAL PRIMARY VENDOR</u></b>	<b><u>CENTRAL SECONDARY VENDOR</u></b>	<b><u>SOUTH PRIMARY VENDOR</u></b>	<b><u>SOUTH SECONDARY VENDOR</u></b>
Group 1: St. Augustine "Floratom"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 2: St. Augustine "CitraBlue"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 3: St. Augustine "Palmetto"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 4: Bahia "Argentine"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 5: Bahia "Pensacola"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 6: Bermuda "TifWay 419 - Certified"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 7: Bermuda "TifWay 419 - Uncertified"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 8: Bermuda "TifEagle - Certified"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc



<b><u>GROUPS 1 - 18:</u></b> <b><u>Truckload</u></b> <b><u>Pricing</u></b>	<b><u>NORTH</u></b> <b><u>PRIMARY</u></b> <b><u>VENDOR</u></b>	<b><u>NORTH</u></b> <b><u>SECONDARY</u></b> <b><u>VENDOR</u></b>	<b><u>CENTRAL</u></b> <b><u>PRIMARY</u></b> <b><u>VENDOR</u></b>	<b><u>CENTRAL</u></b> <b><u>SECONDARY</u></b> <b><u>VENDOR</u></b>	<b><u>SOUTH</u></b> <b><u>PRIMARY</u></b> <b><u>VENDOR</u></b>	<b><u>SOUTH</u></b> <b><u>SECONDARY</u></b> <b><u>VENDOR</u></b>
Group 1: St. Augustine "Floritam"	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 2: St. Augustine "CitraBlue"	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc./ Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 3: St. Augustine "Palmetto"	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc. / Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 4: Bahia "Argentine"	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Group 5: Bahia "Pensacola"	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 6: Bermuda "TifWay 419 - Certified"	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 7: Bermuda "TifWay 419 - Uncertified"	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 8: Bermuda "TifEagle - Certified"	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 9: Bermuda "TifGreen 328 - Certified"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None



# The City of Boynton Beach

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

September 16, 2022

Sheldon Mullings  
Mullings Engineering Services, Landscaping Division, Inc.  
9370 87<sup>th</sup> Place South  
Boynton Beach, FL 33467

VIA E-MAIL TO: [mullingseng@hotmail.com](mailto:mullingseng@hotmail.com)

REF: AWARD OF BID NO. R22-027 – SOD AND SOD INSTALLATION SERVICES  
(ANNUAL CONTRACT)

Dear Mr. Mullings:

At the meeting of September 8, 2022, City Commission awarded the subject Bid. A list of the bid items awarded to your firm is on the attached document. The initial term of the Contract will be from October 1, 2022 thru September 30, 2024.

A link to the approved agenda item and associated backup may be obtained at the following link:  
<https://boyntonbeach.novusagenda.com/AgendaPublic/CoverSheet.aspx?ItemID=13513&MeetingID=504>

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

We would like to thank you for responding to this Invitation to Bid and we look forward to working with Mullings Engineering Services, Landscaping Division, Inc.

Sincerely,

*Kristeena Pinto*

Kristeena Pinto  
Purchasing Manager

cc: Southeast Florida Governmental Purchasing Cooperative Group  
Central File  
File

# The City of Boynton Beach

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

September 16, 2022

Amanda Wood  
Odums Sod, Inc.  
16572 Rembrandt Rd.  
Loxahatchee, FL 33470

VIA E-MAIL TO: [odumssod@yahoo.com](mailto:odumssod@yahoo.com)

REF: AWARD OF BID NO. R22-027 – SOD AND SOD INSTALLATION SERVICES  
(ANNUAL CONTRACT)

Dear Ms. Wood:

At the meeting of September 8, 2022, City Commission awarded the subject Bid. A list of the bid items awarded to your firm is on the attached document. The initial term of the Contract will be from October 1, 2022 thru September 30, 2024.

A link to the approved agenda item and associated backup may be obtained at the following link:  
<https://boyntonbeach.novusagenda.com/AgendaPublic/CoverSheet.aspx?ItemID=13513&MeetingID=504>

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

Sincerely,

*Kristeena Pinto*

Kristeena Pinto  
Purchasing Manager

cc: Southeast Florida Governmental Purchasing Cooperative Group  
Central File  
File



# The City of Boynton Beach

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

September 16, 2022

Kathy Hernandez  
Sunset Sod Inc.  
13100 SW 124<sup>th</sup> Avenue  
Miami, FL 33186

VIA E-MAIL TO: [Aloha@sunsetsod.com](mailto:Aloha@sunsetsod.com)

REF: AWARD OF BID NO. R22-027 – SOD AND SOD INSTALLATION SERVICES  
(ANNUAL CONTRACT)

Dear Ms. Hernandez:

At the meeting of September 8, 2022, City Commission awarded the subject Bid. A list of the bid items awarded to your firm is on the attached document. The initial term of the Contract will be from October 1, 2022 thru September 30, 2024.

A link to the approved agenda item and associated backup may be obtained at the following link:  
<https://boyntonbeach.novusagenda.com/AgendaPublic/CoverSheet.aspx?ItemID=13513&MeetingID=504>

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

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

Sincerely,

*Kristeena Pinto*

Kristeena Pinto  
Purchasing Manager

cc: Southeast Florida Governmental Purchasing Cooperative Group  
Central File  
File



**INVITATION TO BID  
FOR  
SOD AND SOD INSTALLATION SERVICES FOR  
SOUTHEAST FLORIDA GOVERNMENTAL  
PURCHASING COOPERATIVE GROUP**

**BID No.: CW22-027**

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

**ONLINE SUBMISSION ONLY**

[Boynton-beach.bidsandtenders.net](http://Boynton-beach.bidsandtenders.net)

**BID CLOSING DATE: WEDNESDAY, AUGUST 17, 2022**

**BID CLOSING TIME: 2:30 P. M.**

**THE DEADLINE FOR QUESTIONS CONCERNING THIS BID IS:  
JULY 29, 2022 @ 2:00 P.M.**



## SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

### **TO OUR PROSPECTIVE CONTRACTORS:**

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

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

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

### Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

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

**"WORKING TOGETHER TO REDUCE COSTS"**



**INVITATION TO BID  
SOD AND SOD INSTALLATION SERVICES  
BID No. CW22-027**

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When completed and executed, these documents, along with the Plans and Specifications, collectively with applicable Power of Attorney certifications for bond agents and Certificates of Insurance for the Contractor, forms the Contract for this Project.

# *The City of Boynton Beach*



Finance/Procurement Services  
100 E. Ocean Avenue  
Boynton Beach, FL 33435  
P. O. Box 310  
Boynton Beach, Florida 33425-0310  
Telephone: (561) 742-6310

## **INVITATION TO BID SOD AND SOD INSTALLATION SERVICES BID No. CW22-027**

### **NOTICE TO CONTRACTORS**

Electronic bids shall be received by the bidding system up until **August 17, 2022; No Later Than 2:30 P.M. (Local Time).**

All BID's received will be publicly opened and acknowledged of receipt by the City's e-procurement bidding system electronically. Bid's received after the assigned date and time are not permitted by the bidding system. For the above reasons, it is recommended that the bidders allow 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](http://Boynton-beach.bidsandtenders.net). Documents are not provided in any other manner.

#### **SCOPE OF BID:**

The City of Boynton Beach is seeking bids from qualified Contractors for sod and sod installation services at various locations within Palm Beach, Broward and Miami Dade Counties. Requested sod to include St. Augustine "Floratum", St. Augustine "Citrablue", St. Augustine "Palmetto", Bahia - Argentine, Bahia - Pensacola, Bermuda Tifway 419 - Certified, Bermuda Tifway 419 - Uncertified, " Bermuda TifEagle - Cerfitifed, Bermuda Tifgreen 328 - Certified, Bermuda Celebration, Bermuda TifTuf, Bermuda Latitude 36@, Bermuda TifDwarf, Paspalum SeaDwarf, "Certified" Sealsle Supreme, Zoysia Ultimate Flora, Centipede Hammock, and Wildflower Sod

**NO BID CONFERENCE or SITE INSPECTION** is scheduled.

At the time of the opening of bids, each bidder shall be presumed to have read and to be thoroughly familiar with the Contract Documents (including all addenda). Failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to this bid.

#### **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 an 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 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



## SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

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### INSTRUCTIONS TO BIDDERS

1. Electronic Invitation to Bid shall be received by the City's e-Procurement bidding system no later than **AUGUST 17, 2022 No Later Than 2:30 PM (Local Time)**.
2. Late responses are not permitted by the bidding system. It shall be the sole responsibility of the Bidder to have their BID submittal submitted online.
3. Bidders shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addendum and any applicable attachment.
4. It is the responsibility of the Bidder to have received all Addenda that are issued. Bidders should check online at [Boynton-beach.bidsandtenders.net](http://Boynton-beach.bidsandtenders.net) prior to submitting their Submittal and up until the BID closing time and date in the event, additional addenda are issued.
5. To obtain documents online please visit [Boynton-beach.bidsandtenders.net](http://Boynton-beach.bidsandtenders.net). You may preview the BID documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner.
6. ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Bidding System. Hardcopy submissions are not permitted.
7. Bidders are cautioned that the timing of their Submittal Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.
8. For the above reasons, it is recommended that you allow 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.
9. Bidders 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 submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at [support@bidsandtenders.net](mailto:support@bidsandtenders.net).
10. Late Submittal Responses are not permitted by the Bidding System.
11. To ensure receipt of the latest information and updates via email regarding this request for qualification, or if a Bidder has obtained this Solicitation from a third party, the responsibility is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the Solicitation.
12. All expenses for making BID responses to the City are to be borne by the Bidder.
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. The actual scope of services and consulting fees will be negotiated following the selection of the top firm(s).

14. Each Bidder, by submission of a BID response, acknowledges that in the event of any legal action challenging the award of a BID; damages, if any, shall be limited to the actual cost of the preparation of the BID.
15. As used in this Invitation to Bid, the words bidder, proposer, and contractor may be used interchangeably, and when so used, deemed to mean bidder.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.





## SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

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### SCOPE OF WORK / SPECIFICATIONS

#### SCOPE OF WORK

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

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

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

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

#### QUALIFICATIONS/REQUIRED INFORMATION

Bidders are required to submit a list of five (5) past clients which service were provided within the last three (3) years. In addition, Bidders shall provide copies of license(s) and/or certification(s) to perform the work specified.

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

#### QUANTITIES

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

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

### **PICK-UP OPTION**

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

### **PERFORMANCE**

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

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

### **QUALITY ASSURANCE**

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

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

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

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

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

Names of varieties not included therein have been generally derived from names accepted in the landscape industry. Where the local nomenclature of the common name differs, the local nomenclature has been used.

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

### **SUBSTITUTIONS**

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

## **GUARANTEE**

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

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

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

## **TRANSPORTATION**

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

## **WORK SCHEDULE**

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

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

## **TRAFFIC CONTROL AND PROTECTION**

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

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

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

### **SOD INSTALLATION**

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

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

### **INSTALLATION (Where Applicable):**

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

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

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

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

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

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

**INSTALLATION (Where Applicable):**

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

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

<b>ENTITY</b>	<b>CONTACT</b>	<b>PHONE #</b>	<b>E-MAIL ADDRESS</b>	<b>ADDRESS</b>
City of Boynton Beach	Kristeena Pinto, Purchasing Manager	561-742-6322	<a href="mailto:pintok@bbfl.us">pintok@bbfl.us</a>	100 East Ocean Ave, Boynton Beach, FL 33435
City of Margate	Ben Trapani	954-658-7693	<a href="mailto:btrapani@margatefl.com">btrapani@margatefl.com</a>	5790 Margate Blvd Margate, FL 33063
City of Coral Gables	Yusbel Gonzalez	305-460-5107	<a href="mailto:contracts@coralgables.com">contracts@coralgables.com</a>	2800 S.W. 72 Ave., Miami, FL 33155
City of Coral Springs	Yasmin Teja	954-344-1101	<a href="mailto:yteja@coralsprings.org">yteja@coralsprings.org</a>	9500 W. Sample Road Coral Springs, FL 33065
Town of Davie	Jenna Albers	954-797-1131	<a href="mailto:jalbers@davie-fl.gov">jalbers@davie-fl.gov</a>	8800 S.W. 36 <sup>th</sup> Street Davie, FL 33328
City of Greenacres	Monica Powery	561-642-2039	<a href="mailto:mpowery@greenacresfl.gov">mpowery@greenacresfl.gov</a>	6600 University Drive Parkland, FL 33067
City of Parkland	Richard Spallino	954-457-4106	<a href="mailto:rspallino80@cityofparkland.org">rspallino80@cityofparkland.org</a>	100 N. Andrews Ave., Ft. Laud., FL 33301
City of Sunrise	Holly Raphaelson	954-572-2202	<a href="mailto:hraphaelson@sunrisefl.gov">hraphaelson@sunrisefl.gov</a>	10770 W. Oakland Park Blvd., Sunrise, FL 33351
City of Wilton Manors	Daren Jairam	954-390-2171	<a href="mailto:djairam@wiltonmanors.com">djairam@wiltonmanors.com</a>	2020 Wilton Manors Dr. Wilton Manors, FL 33305
City of Miami	Richard McLaren	305-416-1958	<a href="mailto:rmclaren@miamigov.com">rmclaren@miamigov.com</a>	444 S.W. 2 <sup>nd</sup> Avenue Miami, FL 33029
City of Pembroke Pines	Mark Gomes	954-518-9020	<a href="mailto:mgomes@ppines.com">mgomes@ppines.com</a>	8300 S. Palm Drive Pembroke Pines, FL 33025
City of Miami Beach	William Garviso	305-673-7490	<a href="mailto:williamgarviso@miamibeachfl.gov">williamgarviso@miamibeachfl.gov</a>	1755 Meridian Ave Miami Beach, FL 33139
City of North Miami Beach	Meghan C. Bennett	305-948-2946	<a href="mailto:meghan.bennett@citynmb.com">meghan.bennett@citynmb.com</a>	17011 N.E. 19 <sup>th</sup> Ave North Miami Beach, FL 33162
City of Hallandale Beach	Kyle Vohwinkel	954-457-1331	<a href="mailto:kvohwinkle@hallandalebeachfl.gov">kvohwinkle@hallandalebeachfl.gov</a>	400 South Federal Hwy Hallandale Beach, FL 33009



## SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

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### **GENERAL CONDITIONS FOR BIDDERS**

1. **FAMILIARITY WITH LAWS:** The Bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the Bidder will in no way relieve Bidder of responsibility to adhere to such regulations.
2. **BID FORMS:** The Bidder will submit a BID on the BID forms provided. 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. All BID forms must be executed and submitted for easy identification. BIDs not submitted on BID forms herein may be rejected. All BIDs are subject to the conditions specified within this solicitation document. BIDs which do not comply with these conditions are subject to rejection.
3. **EXECUTION OF BID:** BID must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.
4. **NO SUBMITTAL:** 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 electronically by or at the proper time and date prior to the BID deadline. Late Submittal Responses are not permitted by the e-Procurement bidding system.
6. **RIGHT TO REJECT BID:** The City reserves the right to reject any or all bids, waive technical errors, or to accept a portion of any bids that are deemed to be the most responsive, responsible bidder(s) which represents the most advantageous bid to the City. In determining the "most advantageous bid", price, quantifiable factors, and other factors are considered. Such factors include but are not limited to specifications; delivery requirements; the initial purchase price; life expectancy; cost of maintenance and operation; operating efficiency; training requirements; disposal value; and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but is not necessarily limited to conformity to the specifications; including timely delivery; product warranty; a bidder'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. **BID TERM:** The initial term of the Bid award shall be for a period of two (2) years and by mutual agreement between the City and the awardee(s), may be renewable for three (3) additional one (1) year periods under the same terms, conditions, pricing, and upon mutual agreement with the awarded vendor.

The City reserves the right to extend automatically for a period not to exceed an additional six (6) months in order to provide the City with continual service while a new contract is solicited, evaluated, and/or awarded.

8. 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.
9. STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder 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.
10. DISQUALIFICATION OF PROPOSER: More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe that collusion exists between Proposers. Automatic disqualifiers are as follows:
- a. Not including an executed Proposer signature.
  - b. Not being licensed to perform the required work or to provide the required product.
  - c. Not being eligible to submit a proposal due to violations listed under Item No.29, "Public Entity Crimes."
  - d. Not completing the RFQ Submittal Forms as required.
11. INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature, and technical specifications covering the products offered. Reference to literature submitted with a previous bid 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.
14. SUBCONTRACTING: If a bidder subcontracts any portion of a Contract for any reason, the bidder 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 bids wherein a subcontractor is named and to make the award to the bidder, 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 a bid of any bidder if the bid 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.

15. 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](http://Boynton-beach.bidsandtenders.net), it is the responsibility of each Bidder to have received ALL addenda that are issued. Bidders should check online at [Boynton-beach.bidsandtenders.net](http://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 addendum has 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.
16. 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**".
17. SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not used, tested, or destroyed, upon request, will be returned at the bidder's expense. Request for the return of samples may be made within ten (10) days following the bid deadline. Each individual sample must be labeled with the bidder's name, manufacturer's brand name and number, and item reference.
18. DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of the bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.
19. ESCALATOR CLAUSE: Any bid which is submitted subject to an escalator clause will be rejected.
20. EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of the bidder's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.
21. 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.
22. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at the vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.



23. 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.
24. ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the bidder offers and agrees that if the bid is accepted, the bidder 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 the 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 tenders final payment to the bidder.
25. 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 proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.
26. 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 bidder will in no way be a cause for relief from responsibility.
27. ON PUBLIC ENTITY CRIMES – All Invitations to Bid as defined by Section 287.012(11), Florida Statutes, requests for proposals 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 vendor list following a conviction for public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, 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 vendor list”.
28. SCRUTINIZED COMPANIES LISTS Florida Statutes Section 287.135: By submission of this BID, the bidder certifies that the bidder is not participating in a boycott of Israel. Bidder further certifies that Bidder 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 Bidder 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 Bidder of the City's determination concerning the false certification. Bidder 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, Bidder 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 Bidder 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.
29. NON-COLLUSION AFFIDAVIT: Each Bidder shall complete the Non-Collusion Affidavit Form and shall submit the form with their Proposal. The City considers the failure of the Bidder to submit this document to be a major irregularity and may be cause for rejection of the Proposal.
30. TRADE SECRET: Any language contained in the Bidder'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 Bidder submits any documents or other information to the City which the Bidder claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Bidder shall clearly designate that it is a Trade

Secret and that it is asserting that the document or information is exempt. The Bidder 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 Bidder's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Bidder 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.

31. ANTI-KICKBACK AFFIDAVIT: Each Bidder shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Bidder to submit this document to be a major irregularity and may be cause for rejection of the Proposal.
32. CONFIRMATION OF MINORITY-OWNED BUSINESS: It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Bidder shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its Bid/Proposal.
33. ADVERTISING: In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under **"NONCONFORMANCE WITH CONTRACT CONDITIONS"**.
34. ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.
35. 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, and 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, counsel fees, expenses and liabilities incurred in an 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) 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 that 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.
36. 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.

37. 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.
38. 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.
39. 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.
40. PRICES, TERMS, AND PAYMENT: Firm prices shall be quoted and include all packing, handling, shipping charges, and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at the place of acceptance or from receipt of the correct invoice at the office specified, whichever is later.

Prices quoted shall be F.O.B. destination.

Prices quoted shall be firm for the initial year of the (2) two-year contract. No cost increases shall be accepted during the first year of this contract term.

Thereafter, for the second year of the contract and any extensions which may be approved by the City shall be subject to the following: Costs for the second contract year and any extensions shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending December 31st, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

Cost adjustments, in all cases shall reflect only a direct pass-through of costs, and no changes to the Vendor's profit margin shall be permitted. All cost increases over 2% must be approved by the City Commission on recommendation of the Director of Financial Services.

41. TIME OF DELIVERY: The bidder shall state in the bid the time of delivery of the equipment. Time is of importance to the City and the bidder is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids.

All equipment shall be completely assembled, adjusted, and clean. All standard equipment and specified options shall be installed and the unit made ready for continuous, heavy-duty service. In addition to new equipment pre-delivery service, a thorough condition and specification compliance from these specifications, including manufacturer's standard equipment items, and accessory equipment supplied by the equipment dealer, which is clearly necessary for the complete operation of the vehicle, shall be considered a requirement although not directly specified in these specifications.

42. LICENSE AND PERMITS: It shall be the responsibility of the successful bidder 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 Purchasing Agent and City Inspectors.
43. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: The bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.
- Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.
44. 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 and lower-tier 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.
45. 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 a 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 destroy 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 STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**CITY CLERK'S OFFICE  
100 EAST OCEAN AVENUE**

**BOYNTON BEACH, FLORIDA, 33435**  
**561-742-6060**  
**CITYCLERK@BBFL.US**

46. E-VERIFY: Contractor is aware of and complies with the requirements of Section 448.095, Florida Statutes, 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.



## SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

### SPECIAL TERMS AND CONDITIONS

1. **AWARD:** Award will be made to the most responsible, responsive bidder(s) meeting specifications and minimum qualifications, and is in the best interest of the City of Boynton Beach and participating governmental entities of the Southeast Florida Governmental Purchasing Cooperative within Miami-Dade, Broward, and Palm Beach Counties.
2. **COOPERATIVE BID:** Supplier(s) will be required to make deliveries to location as specified by the ordering agencies. Any reference in the bid documents to a single entity shall apply to all participating entities.

The terms and conditions of the individual contracts and/or purchase orders including, but not limited to provisions regarding invoicing, individual delivery points, delivery instructions, and insurance requirements shall be established individually by each participating governmental entity prior to award. The City's Local Vendor Preference Policy DOES NOT apply to this bid.

MUNICIPALITIES AND OTHER GOVERNMENTAL ENTITIES WHICH ARE NOT MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP ARE STRICTLY PROHIBITED FROM UTILIZING ANY CONTRACT OR PURCHASE ORDER RESULTING FROM THIS BID. HOWEVER, OTHER CO-OP MEMBERS MAY PARTICIPATE IN THIS CONTRACT DURING THE RENEWAL PERIOD PROVIDED IT IS ACCEPTABLE TO THE VENDOR(S).

This contract is open for use to ALL Southeast Florida Governmental Purchasing Cooperative Group Agencies upon award. This is the current listing and may be updated from time to time.

Adventura, City of  
Boca Raton, City of  
Boynton Beach, City of  
Broward College  
Broward County Housing Authority  
Broward County Purchasing  
Broward Metro Planning Organization (MPO)  
Broward County Port Everglades  
Children's Services Council of Palm Beach County  
Coconut Creek, City of  
Cooper City, City of  
Coral Gables, City of  
Coral Springs Improvement District  
Coral Springs, City of  
Dania Beach, City  
Davie, Town of  
Deerfield Beach, City of  
Delray Beach, City of  
Fort Lauderdale, City of  
Greenacres, City of  
Hallandale Beach, City of

Hillsboro Beach, City of  
 Hollywood, City of  
 Lake Worth Beach, City of  
 Lauderhill, City of  
 Lauderdale Lakes, City of  
 Lauderdale-by-Sea, City of  
 Margate, City of  
 Miami, City of  
 Miami Beach, City of  
 Miami Gardens, City of  
 Miramar, City of  
 North Lauderdale, City of  
 North Miami Beach, City of  
 Oakland Park, City of  
 Opa Locka, City of  
 Palm Beach Sheriff's Office  
 Parkland, City of  
 Pembroke Park, City of  
 Pembroke Pines, City of  
 Plantation, City of  
 Pompano Beach, City of  
 Riviera Beach, City of  
 South Florida Regional Transportation Authority (SFRTA)/Tri-Rail  
 Solid Waste Authority of Palm Beach County  
 South Florida Water Management District (SFWMD)  
 Southwest Ranches, Town of  
 Sunny Isles Beach, City of  
 Sunrise, City of  
 Tamarac, City of  
 Wellington, Village of  
 Wilton Manors, City of

3. **BID TERM:** The initial term of the Bid awarded shall be for two (2) years and by mutual agreement between the City and the awardee(s), may be renewed for three (3) one-year terms under the same terms, conditions, pricing, and upon mutual agreement with the awarded vendor. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.
4. **NON-EXCLUSIVE AGREEMENT:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under the agreement.
5. **ORDERING:** The City reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract, and if the vendor is unable to comply therewith, the City reserves the right to purchase commodities/services from another source without penalty or prejudice to the City.
6. **FISCAL YEAR PURCHASE ORDER:** Items shall be ordered via a Blanket Purchase Order on an "as needed" basis for each fiscal year that the Agreement is in existence at prices quoted per the Agreement. Invoices must be submitted against each individual blanket purchase order.

The City reserves the right to extend automatically for a period not to exceed an additional six (6) months in order to provide the City with continual service while a new contract is solicited, evaluated, and/or awarded.

7. **COST ADJUSTMENTS:** Prices quoted shall be F.O.B. destination and firm for the initial bid term. No cost increases shall be accepted during the first year of this initial bid term. Please consider this when providing pricing for the Bid. Cost increases for any extension terms shall be subject to City approval.

Thereafter, for the second year of the contract and any extensions which may be approved by the City shall be subject to the following: Costs for the second contract year and any extensions shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending December 31st, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the bid term anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved bid extension.

The City, may after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract will be considered canceled on the scheduled expiration date.

All cost increases must be approved by the City Commission on the recommendation of the Director of Financial Services.

8. **MARKET CONDITIONS:** The City of Boynton Beach reserves the right to purchase on the open market should lower market process prevail, at which time the successful bidder shall have the option of meeting the lower price or relieving the City of Boynton Beach of any obligations previously understood.
9. **AWARD:** Award will be made to the responsive and responsible bidder(s), quoting the lowest price, for that goods and services identified, that will best serve the needs of the City of Boynton Beach. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all Bids and to award or not award a contract based on this Bid solicitation.

The City shall award this contract to **two (2) bidders (primary, and secondary) by GROUP and by ZONE**, to the lowest responsive, responsible bidder(s). Unit prices must be stated on the price proposal page within the Bids & Tenders platform. For items in groups, it is necessary to bid on every item within the group, and all items in the group must meet specifications in order to be considered for award. In the event that any item in the group does not meet the specifications, the entire group will be disqualified.

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

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

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

10. **COMPETENCY OF BIDDERS:** Pre-award inspection of the bidder's facility may be made prior to award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this bid and who can provide evidence that



they have established a satisfactory record of performance for a sufficient delivery fleet to insure that they can satisfactorily execute the services under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the most business practices in the industry and as determined by the designated City of Boynton Beach representative.

11. **VENDOR SERVICE REPRESENTATIVE:** The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work hours and after hours, weekends, and holidays must be identified.
12. **CANCELLATION:** Order will be subject to immediate cancellation if either product or service does not comply with the specifications as stated herein or fails to meet the participating co-op entity's performance standards.
13. **RIGHT TO TERMINATE:** In the event that any of the provisions of the bid are violated by the successful bidder, the City of Boynton Beach may serve written notice upon such bidder of its intention to terminate the bid award.
14. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment attests to this.
15. **INVOICING AND PAYMENT:** Payments shall be made on a per-order (delivery) or monthly statement basis (for actual deliveries made). All invoices submitted for payment must include certified weight certificates indicating gross, tare, and net weights in addition to showing the purchase order number and must be directed to the appropriate governmental entity. Timely submission of a proper invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach  
P.O. Box 310  
Boynton Beach, Florida 33425-0310

16. **TRANSFER PROHIBITED:** The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of their bid award, or of any or all of his or its rights, title or interest herein, or his or its power to execute such award to any person, company or corporation without prior written consent of the corresponding governmental entity.
17. **INSURANCE:** It shall be the responsibility of the successful bidder to maintain workers' compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any of the bidder's personnel are working on the City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after the 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, the latest edition.
18. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:** Contractor shall, in addition to any other obligation to indemnify the participating co-op entities and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the participating co-op entity, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury sickness, disease or death, or injury to

or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or b) violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; of c) liens, claims or actions made by the Contractor or any subcontractor or other party performing the Work.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor, or any subcontractor under workers compensation acts; disability benefit acts, other employee benefit acts, or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by any participating Co-op entity to enforce this Agreement shall be borne by the Contractor.

**19. GENERAL/SPECIAL CONDITION PRECEDENT:** In the event of a conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

**20. PRICING ZONES:** Pricing Zone Map is located herein as Exhibit "A" Bidder shall submit pricing for each of the following zones:

**North Broward: Commercial Boulevard  North to include Palm Beach County**

**Central Broward: Between Commercial Boulevard  and  Griffin Road**

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

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

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

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

The City/Co-Op may without cause and without prejudice to any other right of remedy, submit a written thirty (30) calendar days notice to the successful Bidder terminating the agreement between the Contractor and the City/Co-Op Agencies for convenience, whenever the City/Co-Op determines that such termination is in the best interest of the City/Co-Op. Where the agreement is terminated for the convenience of the City/Co-op, the notice of termination to the successful Bidder must state that the contract is being terminated for the convenience of the City/Co-Op under the termination

clause and the extent of termination. Upon receipt of the notice of termination for convenience, the successful Bidder shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary to complete any continued portions of the work.

22. **DEMOLITION AND DEBRIS REMOVAL:** The Contractor shall be responsible to remove all their debris from the site and clean affected work areas. Contractor shall keep the premises free of debris and unusable materials resulting from the Work and as Work progresses; or upon request by the City, shall remove such debris and materials from City property. The Contractor shall leave all affected areas as they were prior to beginning work.
23. **PROPERTY DAMAGE:** If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the City prior to the final acceptance of the Work. Such property shall include but not be limited to: structures, parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.
24. **REPORTS:** Upon request by the City/Co-Op agencies, successful Bidder must be capable of providing a semi-annual and annual report on all items purchased during the contract period. Report to include sod species, unit price, quantity and grand total of all purchases.

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## SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

### SOD SPECIFICATIONS / DESCRIPTIONS:

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

#### GENERAL BID SPECIFICATIONS - ALL TYPES OF SOD:

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

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

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

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

1. **ST. AUGUSTINE "FLORATAM"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. St Augustine Floratam is a very hardy coarsely textured grass that can grow in many different types of soil including sandy soil. It is also tolerant of high or low pH levels. It's a tough grass that can handle heavy foot traffic, making it a good choice for high-traffic areas.
  - Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
  - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad.
  - Sod must be viable (not dormant) and capable of vigorous growth when planted.
2. **ST. AUGUSTINE "CITRABLUE™"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. CitraBlue™ is a blue-colored, improved variety that likes to be walked on. It needs little water except in hot weather. CitraBlue™ can be used on

sports fields, parks, and commercial landscapes with moderate shade. Due to the nature of natural products, physical properties will vary (size, color, etc).

- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
  - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad.
  - Sod must be viable (not dormant) and capable of vigorous growth when planted.
3. **ST. AUGUSTINE "PALMETTO"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Palmetto offers a more vibrant lush, emerald green color and a finer texture than St. Augustine grass alone. This type of sod is a popular choice in coastal and subtropical regions
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
  - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad.
  - Sod must be viable (not dormant) and capable of vigorous growth when planted.
4. **BAHIA "ARGENTINE"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Argentine is a relatively dense sod and has a dark green color, making it acceptable for lawn use in many situations. It has wider leaf blades than 'Pensacola' Bahia grass. It has good insect and disease resistance and tolerates cold temperatures well.
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
  - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad.
  - Sod must be viable (not dormant) and capable of vigorous growth when planted.
5. **BAHIA "PENSACOLA"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Pensacola has long, slim (narrow) leaves with a root system that grows to depths of 7-10 feet, which imparts excellent drought tolerance. It also tolerates either hot or cold temperatures as well. It produces an abundance of seed heads, which reduces its desirability for use as a lawn grass but makes it suitable for roadside plantings.
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
  - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad. Sod must be viable (not dormant) and capable of vigorous growth when planted.
6. **BERMUDA "TIFWAY 419 – CERTIFIED"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. TifWay 419 Bermuda is deep green in color and medium to fine in texture. 419 Bermuda has excellent weed and disease resistance and is a superior turf for fairways, tees, athletic fields and home lawns. Its toughness, beauty and even growth has made it a popular sports turf for decades.

An official labeling certificate is to accompany each shipment of sod.

- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess

characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.

- Machine cut pad size: 12" x 24" (except for "Big Roll Bermuda sod" which shall be delivered as harvested 42" wide x 100' long rolls) x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

7. **BERMUDA "TIFWAY 419 – UNCERTIFIED"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. TifWay 419 Bermuda is deep green in color and medium to fine in texture. 419 Bermuda has excellent weed and disease resistance and is a superior turf for fairways, tees, athletic fields and home lawns. Its toughness, beauty and even growth has made it a popular sports turf for decades.

An official labeling certificate is to accompany each shipment of sod.

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

8. **BERMUDA "TIFEAGLE – CERTIFIED"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. TifEagle is a very fine-textured dwarf bermudagrass, tolerant of 3mm mowing height and uniquely adapted to intensively managed golf greens in the Southern Hemisphere.

An official labeling certificate is to accompany each shipment of sod.

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

9. **BERMUDA "TIFGREEN 328 – CERTIFIED"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Tifgreen 328 is a water saving hybrid bermuda grass with low, dense growth habit & beautiful green color. Bermuda grasses thrive in Southern California.

An official labeling certificate is to accompany each shipment of sod.

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

10. **BERMUDA “CELEBRATION™”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Celebration™ Bermuda grass is highly drought tolerant and quite visually appealing with its dark, blue-green color. With its low growing patterns and tough runners, Celebration™ requires less mowing than many other Bermuda grasses.
  - Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
  - Machine cut pad size: 12” x 24” (except for “Big Roll Bermuda sod” which shall be delivered as harvested 42” wide x 100’ long rolls) x ¾” (+ ¼”) excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
  - Sod must be viable (not dormant) and capable of vigorous growth when planted.
  
11. **BERMUDA “TIFTUT”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. TifTuf maintains turf quality under drought stress; it does not go drought-dormant like other warm season lawns. Rather, it holds acceptable green color, even during the tough droughts we endure here in the Deep South.
  - Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
  - Machine cut pad size: 12” x 24” (except for “Big Roll Bermuda sod” which shall be delivered as harvested 42” wide x 100’ long rolls) x ¾” (+ ¼”) excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
  - Sod must be viable (not dormant) and capable of vigorous growth when planted.
  
12. **BERMUDA “LATITUDE 36™”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Latitude 36 demonstrates resistance to spring dead spotting and is one of the most cold-hardy bermudagrasses. It also offers high traffic tolerance and an exceptional visual appeal.
  - Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
  - Machine cut pad size: 12” x 24” (except for “Big Roll Bermuda sod” which shall be delivered as harvested 42” wide x 100’ long rolls) x ¾” (+ ¼”) excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
  - Sod must be viable (not dormant) and capable of vigorous growth when planted.
  
13. **BERMUDA “TIFDWAFT”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Tifdwarf has wide adaptation throughout the warm-humid and warm semi-arid climate of the southern United States. Fine texture and relatively high shoot density. Good low temperature hardiness. Minimal seed head formation.
  - Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
  - Machine cut pad size: 12” x 24” (except for “Big Roll Bermuda sod” which shall be delivered as harvested 42” wide x 100’ long rolls) x ¾” (+ ¼”) excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
  - Sod must be viable (not dormant) and capable of vigorous growth when planted.
  
14. **PASPALUM “SEADWARF™”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. SeaDwarf is a medium- to fine-textured seashore

paspalum that was selected on the basis of its dwarf growth habit, tolerance of low cutting height, turf density, fine-textured growth, and apparent salt tolerance under field conditions.

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

15. **PASPALUM "SEASLE SUPREME"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Seaisle Supreme has a very fine leaf blade with excellent green color that can be closely mowed to heights of 1/8 inch to 3 inches. The grass is a very aggressive grower and can be grown in and playable two to three weeks faster than other Paspalums.

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

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

- Sod pieces shall be 16" x 24" x ½" excluding top growth and thatch. Must be free of weeds or other grasses. Sod shall be well matted with strong developed roots and be not less than six (6) months old.
- Each pallet shall contain a minimum of 400 square feet and be cut within twenty-four (24) hours prior to delivery.
- Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.
- Sod containing Bermuda grass will not be accepted

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

- Sod pieces shall be 16" x 24" x ¼" excluding top growth and thatch. Must be free of weeds and other grasses. Sod shall be well matted with strong developed roots and be not less than six (6) months old.
- Each pallet shall contain a minimum of 400 square feet and be cut within twenty-four (24) hours prior to delivery.
- Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.
- Sod containing Bermuda grass will not be accepted.

18. **WILDFLOWER SOD** Wildflower sod is a lush mat of wildflower plants with these flowers in sod form. The sod is easily laid in place and is a popular alternative to a manicured



garden, as they are low maintenance requiring little water and reduce mowing frequency once established. Unlike popular belief, wildflowers are difficult to germinate from seed (most have a germination rate of 50% to 70%). Wildflower sod is the perfect answer because over  $\frac{3}{4}$  of the seeds are already germinated and grown approximately 3-6 inches.

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

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**SOD AND SOD INSTALLATION SERVICES**

**BID No.: CW22-027**

**ESTIMATED ANNUAL QUANTITIES**  
**BY ZONE**

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

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

Estimated quantities represent anticipated yearly requirements for Cities of Boynton Beach, Greenacres, Parkland, Margate, Coral Springs.

<b>GROUP</b>	<b>DESCRIPTION</b>	<b>NORTH</b>
Group 1	St. Augustine "Floritam"	82,125
Group 2	St. Augustine "Citrablue"	-
Group 3	St. Augustine "Palmetto"	49,000
Group 4	Bahia "Argentine"	-
Group 5	Bahia "Pensacola"	15,000
Group 6	Bermuda "TifWay 419 - Certified"	94,560
Group 7	Bermuda "TifWay 419 - Uncertified"	475,060
Group 8	Bermuda "TifEagle - Certified"	2,000
Group 9	Bermuda "TifGreen 328 - Certified"	-
Group 10	Bermuda "Celebration"	227,700
Group 11	Bermuda "TifTut"	-
Group 12	Bermuda "Laditude 36"	-
Group 13	Bermuda "TifDwarf"	-
Group 14	Paspalum "SeaDwarf"	-
Group 15	Paspalum "SeaAisle"	-
Group 16	Zoysia "Ultimate Flora"	-
Group 18	Centipede "Hammock"	-
Group 19	Wildflower sod	-

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

Estimates represent anticipated yearly requirements for Town of Davie, Cities of Sunrise and Wilton Manors.

<b>GROUP</b>	<b>DESCRIPTION</b>	<b>CENTRAL</b>
Group 1	St. Augustine "Floratom"	187,000
Group 2	St. Augustine "Citrablue"	-
Group 3	St. Augustine "Palmetto"	-
Group 4	Bahia "Argentine"	185,000
Group 5	Bahia "Pensacola"	2,000
Group 6	Bermuda "TifWay 419 - Certified"	-
Group 7	Bermuda "TifWay 419 - Uncertified"	-
Group 8	Bermuda "TifEagle - Certified"	-
Group 9	Bermuda "TifGreen 328 - Certified"	-
Group 10	Bermuda "Celebration"	111,000
Group 11	Bermuda "TifTut"	-
Group 12	Bermuda "Laditude 36"	-
Group 13	Bermuda "TifDwarf"	-
Group 14	Paspalum "SeaDwarf"	-
Group 15	Paspalum "SeaAisle"	-
Group 16	Zoysia "Ultimate Flora"	2,000
Group 18	Centipede "Hammock"	-
Group 19	Wildflower sod	-





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

Estimated quantities represent anticipated yearly requirements for Cities of Coral Gables, Hallandale Beach, Miami Beach, North Miami Beach, and Pembroke Pines

<b>GROUP</b>	<b>DESCRIPTION</b>	<b>SOUTH</b>
Group 1	St. Augustine "Floratam"	116,000
Group 2	St. Augustine "Citrablue"	10,000
Group 3	St. Augustine "Palmetto"	148,000
Group 4	Bahia "Argentine"	80,750
Group 5	Bahia "Pensacola"	75,000
Group 6	Bermuda "TifWay 419 - Certified"	150,000
Group 7	Bermuda "TifWay 419 - Uncertified"	-
Group 8	Bermuda "TifEagle - Certified"	-
Group 9	Bermuda "TifGreen 328 - Certified"	-
Group 10	Bermuda "Celebration"	35,000
Group 11	Bermuda "TifTut"	2,000
Group 12	Bermuda "Laditude 36"	2,000
Group 13	Bermuda "TifDwarf"	-
Group 14	Paspalum "SeaDwarf"	-
Group 15	Paspalum "SeaAisle"	-
Group 16	Zoysia "Ultimate Flora"	-
Group 18	Centipede "Hammock"	-
Group 19	Wildflower sod	-





## SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

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### **BIDDERS SUBMISSION REQUIREMENTS**

Submittal of General Information and Procurement Forms and Documents

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

a) Online Acknowledgement

- Bidder Acknowledgement
- Addenda Acknowledgement
- Palm Beach Inspector General
- Confirmation of Drug Free Workplace

b) Online Forms

- Confirmation of Minority Owned Business
- Letter of Interest
- References
- Schedule of Sub-Contractors

c) Upload Online

- Bid Form
- Bidder's Qualification Statement
- Anti-Kickback Affidavit
- Non-Collusion Affidavit of Proposer
- Certification Pursuant to Florida Statute § 287.135
- E-Verify Form Pursuant to Florida Statute § 448.095
- Submit current Florida Professional License, including evidence of possession of required licenses or business permits / W-9
- Submit any Supplemental information relative to this BID

**APPENDIX  
“A”**

**THE DOCUMENTS**

**BEHIND THIS PAGE**

**MUST ACCOMPANY PROPOSAL**

**COMPLETED AND  
UPLOADED ONLINE**





**BID FORM**

**SOD AND SOD INSTALLATION SERVICES**

**BID No.: CW22-027**

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**TO BE COMPLETED AND UPLOADED ONLINE**

The City of Boynton Beach is seeking qualified Contractors for sod and sod installation services at various locations within Palm Beach, Broward and Miami Dade Counties.

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
(BIDDER)

***To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:***

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that
  - a. BIDDER has examined the Bid Documents, including all addenda.  

Receipt of all of which is hereby acknowledged;
  - b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the WORK.
  - c. BIDDER has given the CITY written notice of all conflicts, errors, or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.
4. BIDDER proposes to furnish the WORK in conformity with the specifications listed. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

5. Communications concerning this Bid shall be as follows:

Contact Person \_\_\_\_\_  
Business Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Business Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Cell Phone Number \_\_\_\_\_

6. Other pertinent information is as follows:

License Number  
(Please Attach Copy) \_\_\_\_\_  
Federal Tax ID# \_\_\_\_\_  
Federal Employment ID # \_\_\_\_\_

Submitted on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

a. (If an individual, partnership, or non-incorporated organization)

Signature of  
BIDDER \_\_\_\_\_

By \_\_\_\_\_

b. (If a corporation)  
(Affix Seal)

Signature of BIDDER \_\_\_\_\_

By \_\_\_\_\_

Attested by  
Secretary \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_.





**BIDDER'S QUALIFICATION STATEMENT**  
**SOD AND SOD INSTALLATION SERVICES**  
**BID No.: CW22-027**

**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 By:	<u>Check One</u>	
Name: _____	Corporation	<input type="checkbox"/>
Address: _____	Partnership	<input type="checkbox"/>
City, State, Zip: _____	Individual	<input type="checkbox"/>
Telephone No.: _____	Other	<input type="checkbox"/>
Email Address.: _____		

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:

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c. State whether general or limited partnership: \_\_\_\_\_

4. What is the last project of this nature that you have completed?

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

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

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

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Under what other former names has your organization operated?

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8. Have you ever failed to complete work awarded to you. If so, when, where, and why?

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

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10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration.

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11. Will you sublet any part of this WORK? If so, give details.

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12. State the name and address of the Attorney, if any, for the business.

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

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

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15. Has the Bidder or any principals of the Firm failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:

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16. What will be your turnaround time for written responses to the City's inquires?

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17. Is the financial statement submitted with your bid (if applicable) for the identical organization name for Question #1?

YES  NO

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

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

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20. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Bidder 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 in which the dispute arose, and a description of the subject matter of the dispute.

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21. Is the Bidder currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in detail the circumstances and prospects for resolution.

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22. Bank References (include name, job title, address, and telephone number of contact person) – Minimum 1

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

		Revenue Index Number
a.	Government Related Work	

b.	Non-Governmental Related Work	
	<b>Total Work (a +b):</b>	

**Services 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

24. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule.

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25. Provide a description of quality assurance/quality control management methods.

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

The BIDDER also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the CITY and persons or entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires: \_\_\_\_\_







**CERTIFICATION PURSUANT TO FLORIDA  
STATUTE § 287.135**

**SOD AND SOD INSTALLATION SERVICES**

**BID No.: CW22-027**

---

**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

\_\_\_\_\_  
DATE





**CITY OF BOYNTON BEACH**  
**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**  
**TO BE COMPLETED AND UPLOADED ONLINE**

Project Name:   **SOD AND SOD INSTALLATION SERVICES**  

Solicitation No.:   **CW22-027**  

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 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) 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



**SOD AND SOD INSTALLATION SERVICES**

**BID No.: CW22-027**

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**BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA**

**TO BE ENTERED INTO BIDDING SITE ONLINE**

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 requested product and services required.

The undersigned proposes to deliver the service in accordance with the specifications for **“Sod and Sod Installation Services for an initial two (2) year period for the prices outline below.**

<b>Group 1</b>	<b>ST. AUGUSTINE “FLORATAM”</b>	<b>NORTH</b>	<b>CENTRAL</b>	<b>SOUTH</b>
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	<b>TOTAL</b>	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 2	ST. AUGUSTINE "CITRABLUE"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 3	ST. AUGUSTINE "PALMETTO"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 4	BAHIA "ARGENTINE"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 5	BAHIA "PENSACOLA"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 6	BERMUDA "TifWay 419 – CERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 7	BERMUDA "TifWay 419 – UNCERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 8	BERMUDA "TifEagle – CERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 9	BERMUDA "TifGreen 328 – CERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 10	BERMUDA "CELEBRATION"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	Rolls under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Rolls under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Rolls over 2,000 sf or more – but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 11	BERMUDA "TifTut"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			



Group 12	BERMUDA "LATITUDE 36"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 13	BERMUDA "TifDwarf"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 14	PASPALUM "SeaDwarf"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 15	PASPALUM "Sealsie Supreme"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 16	ZOYSIA "ULTIMATE FLORA"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 17	CENTIPEDE "HAMMOCK"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 18	WILDFLOWER SOD	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	<b>TRUCKLOAD PRICING</b> Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

**City of Boynton Beach**  
**Risk Management Department**  
**INSURANCE ADVISORY FORM**

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

<u>TYPE</u> (Occurrence Based Only)	<u>MINIMUM LIMITS REQUIRED</u>	
General Liability	General Aggregate	\$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	\$ 1,000,000.00
Asbestos Abatement	Each Occurrence	\$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	\$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	\$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability	Aggregate - \$1,000,000.00	
Automobile Liability	Combined Single Limit	\$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	\$ 1,000,000.00
	Disease, Policy Limit	\$ 1,000,000.00
	Disease Each Employee	\$ 1,000,000.00
Property:		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified	to be determined	
INSURANCEADVISORYFORM	Revised 04/2021	



# The City of Boynton Beach

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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) 742-6310*

## **ADDENDUM No. 1**

**Thursday, July 21, 2022 11:29 AM**

**CW22-0027 - Sod and Sod Installation Services - Cooperative**

**Closing Date: Wednesday, August 17, 2022 2:30 PM**

---

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike through type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

### **Question 1:**

Is there an estimated value or budget?

### **Answer 1:**

Vendors to provide to participating governmental entities of the Cooperative Group within Miami-Dade, Broward, and Palm Beach sod and sod installation services on an "as needed" basis.

**Question 2:**

Have start dates and end dates for the work been established yet?

**Answer 2:**

The current sod and sod installation services contract expires on September 30, 2022. The new contract would begin on October 1, 2022.

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific Solicitation.

Sincerely,

City of Boynton Beach  
Financial Services



# The City of Boynton Beach

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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) 742-6310*

## **ADDENDUM No. 2**

**Friday, July 29, 2022 1:40 PM**

**CW22-0027 - Sod and Sod Installation Services - Cooperative**

**Closing Date: Wednesday, August 17, 2022 2:30 PM**

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This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike through type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

### **Question 1:**

RE: Group 10 Bermuda 'Celebration' page 52;

This section has for pricing for rolls in line 1 to 3 and pallets in line 14, Can there be a correction to specify for rolls or pallets for each line item.

**Answer 1:**

Group 10 - Bermuda "Celebration" for North, Central, and South was updated to reflect pallets or rolls.

**Question 2:**

Zoysia species "Ultimateflora" is no longer available.

The equivalent of certified and reliable Zoysia species are Zoysia "Empire" and Zoysia "Icon".

My question is to REPLACE zoysia "ultimateflora" with both or one of the zoysia species that are established, reliable, and available of zoysia "empire" and zoysia "icon" on contract/bid line ?

**Answer 2:**

The price proposal page for Zoysia "Ultimateflora" is corrected to reflect Zoysia "Empire" and, a column has been labeled for the pricing for Zoysia "Icon".

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific Solicitation.

Sincerely,

City of Boynton Beach  
Financial Services