



## **REQUEST FOR PROPOSAL (RFP) 2023-016**

### **CITY STRATEGIC PLAN CONSULTING SERVICES**

#### **ALL INTERESTED PARTIES:**

The City of Margate, Florida, hereinafter referred to as CITY, will receive sealed proposals at the office of the Purchasing Division, City Hall, 2<sup>nd</sup> Floor, 5790 Margate Boulevard, Margate, FL 33063 for the services described below:

#### **CITY STRATEGIC PLAN CONSULTING SERVICES**

Sealed proposals must be received, and time stamped in by the Purchasing Division, either by mail or hand delivery, no later than 11:00 A.M., local time on Tuesday, November 14, 2023. Any proposals received after 11:00 A.M. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a proposal is received will be resolved against the Offeror.

There will be a non-mandatory pre-proposal conference held on Thursday, November 2, 2023 at 10:30 A.M. in Margate City Hall Commission Chambers. The address is: 5790 Margate Blvd, Margate, FL 33063.

CITY reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to award in whole or in part to one or more offerors, or take any other such actions that may be deemed to be in the best interests of the CITY.

## **I. INTRODUCTION**

### **GENERAL INFORMATION**

The City of Margate is located in Broward County and is part of the Miami-Fort Lauderdale-Pompano Beach Metropolitan Statistical Area. With a population of 58,714 (Bureau of Economic and Business Research, 2021 Estimates,) Margate is the 14th largest of the 31 cities in Broward County. Margate encompasses a nine-square-mile area of tree-lined streets and 30 miles of canals. The City of Margate is only 7.5 miles from the Atlantic Ocean and approximately 20 minutes from the Fort Lauderdale-Hollywood International Airport and Port Everglades.

The City of Margate was created as a municipal corporation in 1955 known as the Town of Margate. In 1961, the Town of Margate was incorporated as a City. "Margate" is said to have derived its name from the first three letters of the founder's last name, Jack Marqusee, and the first four letters of gateway since it was considered a "gateway" to western Broward County.

Margate is widely known for its exceptional hometown quality of life and delivery of excellent municipal services. The City provides a wide range of services, including police and fire protection/emergency medical services, water and wastewater services, stormwater services, recreation, public improvements, streets, planning and zoning, and general administrative services. The City boasts 19 parks and recreational facilities, including the Calypso Cove Aquatic Facility. The City of Margate has won its first Bronze Telly Award for "It's Margate Delish" social video series, which was created in 2021 to highlight the diverse culinary treats offered in Margate. The City of Margate has an award-winning Police Department and ISO Class I Fire Department and is nationally recognized as a Playful City USA and a Tree City USA. Other recognitions include the National Association of Town Watch's "National Night Out" Award, the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting, the GFOA's Distinguished Budget Presentation Award for FY 2022. In 2020, the City earned the Better Buildings Goal Achiever Award from the Department of Energy for reducing the City's overall energy use intensity by 21.3%. In 2021, the National Council for Home Safety and Security ranked the City of Margate as one of Florida's top 50 Safest Cities.

## **II. SCOPE OF WORK**

### **CITY STRATEGIC PLAN CONSULTING SERVICES**

Pursuant to this Request for Proposals ("RFP") package, The City of Margate is requesting proposals from qualified consultants for strategic plan consulting services. The end result is the development of priorities for which the City can strategically pair with budget requests and City-led development projects/initiatives. Priorities may include mission, vision, values, goals and objectives.

No commitments for future purchases for this or any other project are implied and responding proposers should not infer any such intentions by the City.

#### **A. GOALS:**

1. Identify key organizational priorities and strategies for the City over the next five years.
2. Identify the organization's mission, vision, and goals.
3. This strategic plan should inform and align the City's annual budget with priorities and goals as identified by the strategic planning process.

**B. TIMING:**

Time is of the essence. The citywide strategic plan should be completed and presented to the City Commission to permit feedback, any revisions, and Commission adoption with the goal of implementation prior to budget preparations for FY 2025 (budget kick-off February/March 2024). It is the intent that all budget requests not legal or contractually obligated/mandated be justified by aligning with a priority or goal within the strategic plan.

**C. CONTRACT TERM & FUTURE TASKS:**

The City is requesting that the awarded consultant enter into a contract with optional renewals for up to sixty-months in the event this contract may be used for other future, related studies or tasks. No such work is guaranteed, and the City reserves the right to negotiate task order(s) for the scope of work described herein and for any future tasks at the City's sole discretion.

**III. FIRM QUALIFICATIONS**

This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Proposers must have demonstrated experience with similar projects and document this experience in their submittal.

The Successful Proposer will appoint one of their employees as the key contact for approval by the City's Project Manager. This section must also identify the contact person and supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work.

**IV. REFERENCES**

Provide a list and description of similar projects satisfactorily performed within the past five (5) years. For each project listed, include the name and telephone number of a representative for whom the project was done to verify satisfactory performance.

**V. SCOPE OF SERVICES**

**REFER TO ATTACHMENT B – SCOPE OF SERVICES**

## **VI. TIME REQUIREMENTS**

### **PROPOSAL CALENDAR AND NOTIFICATION AND CONTRACT DATES**

The schedule of events, relative to the procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
Issuance of Request for Proposals	Wednesday, September 27, 2023
Preproposal Meeting	Thursday, November 2, 2023 @ 10:30 am
Receipt of Proposals	Tuesday, November 14, 2023 @ 11:00 am
Proposal Evaluations	Week of November 20, 2023
Oral Presentations (if required)	Week of November 27, 2023
Contract Negotiations	Week of December 4, 2023
Award of Contract	January 2024

CITY reserves the right to change and/or delay scheduled dates.

## **VII. PROPOSAL REQUIREMENTS**

### **A. SUBMISSION OF PROPOSALS**

The following materials should be submitted for a proposing firm to be considered:

1. **No faxed or emailed proposals will be accepted.** An original copy (so marked) of the Proposal, five (5) copies and one electronic version (on a USB drive) shall be submitted to the City of Margate, City Hall, 5790 Margate Boulevard, Margate, FL 33063 to the attention of Spencer Shambray, CPPB, Purchasing Manager. It should include the following:

- a. Title Page. Title page showing the request for proposals' subject, the firm's name; the name, address and telephone number of contact person; and the date of the proposal.
- b. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
- c. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer's understanding of the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to perform the contract, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Transmittal Letter indicating the agent's title or authority.
- d. Technical Proposal. The detailed proposal should follow the order set forth in Section VII (B) of this Request for Proposals. In addition please refer to Section III Firm Qualifications and Section IV References for additional supplemental information to be addressed.
- e. Forms. All forms required to be completed and submitted are to be included in this

section. The forms include: Offeror's Certification, Non-Collusive Affidavit, Offeror's Qualification Statement, Scrutinized Company Certification, E-Verify Form, Reference Sheet, Exhibit B, and any other forms (including addenda) required to be completed are to be included under a Forms tab with submitted proposals.

f. Price Proposal. As detailed in Section VII (C) of this request for proposals.

g. Addenda. Refer to Section VII (D), Addenda, Additional Information.

2. Proposals must be submitted in a sealed envelope clearly marked with the name of the submitting firm "City Strategic Plan Consulting Services – RFP 2023-016".

## **B. TECHNICAL PROPOSAL**

### **1. General Requirements**

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the administration of the project for the City of Margate in conformity with the requirements of this request for proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this Agreement. It should also specify a management approach that will meet the request for proposals requirements.

The technical proposal should address all the points outlined in the request for proposals. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, item Nos. 2 through 9, must be included. They represent the areas in which the proposal will be evaluated.

### **2. License to Practice in Florida**

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Florida.

### **3. Firm Qualifications**

The proposer should state the size of the firm, the size of the firm's governmental experienced staff, the location of the office from which the work on this contract is to be performed, and the number and nature of the professional staff to be employed in this contract on a full-time basis and on a part-time basis. (Also refer to Section III – Firm Qualifications and Section IV References.)

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal proposer (administrator) should be noted, if applicable.

The firm shall also provide information on the results of any federal, state, or field reviews of its projects during the past five (5) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past five (5) years with federal, state regulatory bodies or professional organizations.

#### 4. Partner, Supervisory and Staff Qualifications/Experience

Firm Profile and Team Composition: Include organizational chart with names of all persons or entities serving or intending to serve as principals in the Contractors firm. Identify each principal of the firm and any other "key personnel", such as project managers, supervisors, and contact personnel who will be professionally associated with the services to be provided. Brief resumes of these individuals are requested and highly encouraged, stating their credentials, education, experience, certifications, and all pertinent information to demonstrate capabilities. Include additional details regarding how the quality of staff over the term of the agreement will be assured.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City of Margate, which retains the right to approve or reject replacements.

Other personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

#### 5. Similar Experience with Other Government Entities

For the firm's office that will be assigned responsibility for the park improvement project, list the most significant experiences (maximum of 5) performed in the last three years that are similar to the criteria and technical descriptions described in this request for proposal.

Indicate the scope of work, date, and the name and telephone number of the principal client contact.

#### 6. Specific Management Approach

The proposal should set forth a work plan, including an explanation of the management methodology to be followed to perform the services required in this request for proposal. In developing the work plan, reference should be made to the scope of services and other requirements contained in the request for proposal document.

Proposers will be required to provide the following information on their management approach:

- a. Proposed approach to the Strategic Plan services
- b. Level of staff to be assigned.
- c. Approach to be taken to gain and document an understanding of the City of Margate's anticipated projects, initiatives, goals, objectives, etc.
- d. Firm must exhibit the ability to perform in a multi-site environment and provide a listing of equipment available including office and computer equipment which will be utilized on this project.

#### 7. Identification of Anticipated Potential Management Problems

The proposal should identify and describe any anticipated potential management problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Margate.

8. Detailed Cost Price Proposal as outlined in Section VII – Proposal Requirements, Section C.

### **C. PRICE PROPOSAL**

1. Provide City with firm fixed fee pricing related to all operations and services outlined in Exhibit C (Price Proposal Form). The Contractor will provide all materials, services and expenses as needed and ordered by the City. The submitted price proposal shall be inclusive of all related expenses.

Pricing shall be submitted on the attached Proposal Form and include all costs associated with the specified portions of work inclusive of bonding, insurance, etc.

2. If it should become necessary for the City of Margate to request the firm to render any additional services or changes to either supplement or alter the services requested in this Request for Proposal or to perform additional work as a result of an emergency, an amount shall be agreed upon in writing and approved by both parties prior to the start of work.

3. Manner of Payment

Payments will be based on a schedule of payments to be developed upon awarding of the Agreement. The City reserves the right to inspect records supporting the firm's billings.

### **D. ADDENDA, ADDITIONAL INFORMATION**

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting agreement. **Questions received less than seven (7) days prior to the date for opening of bids may not be answered.**

This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

No negotiations, decisions, or actions shall be initiated or executed by the Offeror as a result of any discussions with any City employee. Only those communications which are in writing from the Purchasing Manager may be considered as a duly authorized expression. Also, only communications from Offerors which are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

## **VIII. EVALUATION OF PROPOSALS**

### **A. EVALUATION METHOD AND CRITERIA**

A selection committee appointed by the City of Margate will evaluate proposals submitted. Proposals will be evaluated in accordance with weighted criteria listed below:

<b><u>CRITERIA</u></b>	<b><u>POINT RANGE</u></b>
Qualifications	0 - 25
Experience, References	0 - 35
Project Approach & Timeline	0 - 25
Proposed Cost	0 - 15
<b>TOTAL:</b>	<b>100</b>

### **COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF A FIRM.**

These weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general framework for those deliberations.

As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

The successful proposer shall be required to execute a City agreement covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties.

### **B. ORAL PRESENTATIONS**

During the evaluation process, the Selection Committee may, at its discretion, request firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

### **C. FINAL SELECTION**

The City of Margate will select/award the firm/s which best meet/s the interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decision will be final.



## **IX. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS**

Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:

- (a) Proposal and Offeror's Certification
- (b) Non-Collusive Affidavit
- (c) Qualification Statement
- (d) Scrutinized Company Certification
- (e) Drug-Free Workplace Form
- (f) E-Verify Form
- (g) Certificate of Insurance

## **X. AWARD OF AGREEMENT**

Agreement/s shall be awarded to the responsible Offeror/s whose proposal/s is/are determined to be the most advantageous to the City, taking into consideration the evaluation factors and criteria set forth in the Request for Proposal document.

It is the City's belief that the service required is adequately described herein. Therefore, any negotiated agreement, which may result from this RFP, will include the entire effort required of the proposer to provide the service described.

## **XI. GENERAL CONDITIONS**

**A. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** Pursuant to the requirement of Section 287.133 (2)(a), Florida Statutes, "A person or Affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**B. EXPENSES:** All expenses for making the proposal to the City are borne by the Proposer.

**C. WITHDRAWAL:** Any proposal may be withdrawn up until the date and time set forth for the opening of proposals. Any proposal not withdrawn shall constitute an irrevocable offer for a period of 90 days or until one or more of the proposals have been duly accepted and a contract is awarded. No guarantee or representation is made herein as to the time between the proposal opening and subsequent award.

**D. LAWS:** All applicable laws and regulations of the U.S. Government, State of Florida, Broward County and ordinances and regulations of the City of Margate will apply to any resulting agreement.

**E. AGREEMENT/CONTRACT:** Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City and shall contain, at a minimum, applicable provisions of the Request for Proposal. The City reserves the right to reject

any agreement that does not conform to the Request for Proposal and any City requirements for agreements and contracts.

**F. CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all Proposers must indicate if any City of Margate employee is an owner, corporate officer, or employee of their business. If such relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida Statute 112.313.

**G. COPYRIGHTS AND PATENT RIGHT:** Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this proposal, and successful proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

**H. TAXES:** The City of Margate is exempt from any taxes imposed by the State and Federal Governments. Exemption certificates will be provided upon request.

**I. RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE:** The successful proposer shall preserve and make available all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement; or if an audit has been initiated and audit findings have not been resolved at the end of these (5) years, the records shall be retained until resolution of audit finding.

**J. ANTI-COLLUSIVE STATEMENT:** By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to Anti-Collusive Affidavit).

**K. ASSIGNMENT:** Successful Proposer may not assign or transfer this Agreement in whole or in part without prior written approval of the City of Margate.

**L. TERMINATION:** (a) Termination for Cause - In the event the Successful Offeror (Contractor) shall default in any of the terms, obligations, restrictions or conditions in the Agreement documents, the City shall give the Contractor written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Agreement in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the Agreement. (b) Termination for Convenience - Upon thirty (30) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the Agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the Agreement is terminated for the convenience of the City, the notice of termination to the Contractor must state that the Agreement is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service. (c) Cancellation for Unappropriated Funds - The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period, regardless of Agreement term, is subject to appropriation of funds, unless otherwise authorized by law.

**M. LITIGATION VENUE:** This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of the Agreement shall be

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governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

**N. GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items/services offered on the proposal prior to delivery/performance, it shall be the responsibility of the Contractor to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Margate reserves the right to accept any such alteration, including any price adjustments occasioned hereby, or to cancel the Agreement at no further expense to the City.

**O. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):** Proposer warrants that the product supplied to the City of Margate conforms in all respects to the standards set forth in the OSHA and its amendments and any applicable industry standards.

**P. NOTICES:** The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

**Q. WARRANTY:** ~~Successful offeror warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, of good quality and free from defects, whether patent or latent in material and workmanship.~~

~~Successful offeror warrants all materials and workmanship for a minimum of one (1) year from date of completion and acceptance by City. If within one (1) year after acceptance by City, or within such larger periods of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, successful offeror shall promptly after receipt of written notice from City to do so, correct the work unless City has previously given successful offeror a written acceptance of such condition. This obligation shall survive termination of the contract.~~

~~Warranty of Fitness for a Particular Purpose: Successful offeror warrants the equipment shall be fit for and sufficient for the purpose(s) intended and outlined within this proposal package. Successful offeror understands and agrees that City is purchasing the equipment in reliance upon the skill of successful offeror in furnishing the equipment suitable for the purpose stated. If the equipment cannot be used in the manner stated in the proposal, then City, at its sole discretion, may return the equipment to successful offeror for a full refund of any and all monies paid for the equipment.~~

~~Warranty of Title: Successful offeror warrants that all equipment delivered under the contract shall be of new manufacture and that successful offeror possesses good and clear title to said equipment and there are no pending liens, claims or encumbrances whatsoever against said equipment.~~ **NOT APPLICABLE**

**R. DAMAGE:** The Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Agreement Documents to be provided by the Owner) to property at the site caused in whole or in part by the Contractor, a contractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

**S. TRIAL BY JURY: CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM**

**BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**

**T. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, its officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys' fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement. The limitation for such indemnification shall be \$1,000,000 per occurrence, or 100% of the Contractor's total Bid price, whichever is higher. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statute.

**U. WORKING HOURS AND INSPECTIONS:** ~~The City of Margate's working hours are Monday through Friday 8 A.M. — 6 P.M.. Contractor must plan for and schedule inspections within the City's working hours. Contractor can perform work Monday — Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.~~ **NOT APPLICABLE**

**V. NO WAIVER:** No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

**W. CONE OF SILENCE:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and City holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. All Proposers are directed to make all contact regarding this solicitation and during the evaluation process of this project through the Purchasing Division of the City of Margate as stated previously in this RFP document. Proposers are not to contact any member of the selection/evaluation committee.

**X. BID SECURITY, BONDS:** Each bid (if required) shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to the City and shall be given as guarantee that the Bidder, if awarded the Bid, will enter into an Agreement with the City, and shall furnish the necessary insurance certificates, Payment and Performance Bonds (IF REQUIRED), each of said bonds to be in the amount stated in the Bid Documents or Agreement. In case of refusal or failure by Bidder to enter into an Agreement, the check or bid bond shall be forfeited to the City. If the bidder elected to furnish a Bid Bond as its Bid Security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

**Y. OTHER GOVERNMENTAL AGENCIES:** If Contractor is awarded a contract as a result of this RFP solicitation, Contractor may, if they have sufficient capacity of quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting contract. Prices shall be FOB DELIVERED to the requesting agency.

**Z. CITY PERMITS:** ~~The Contractor shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. If the schedule of Bid Prices does not include a permit allowance line item, permit fees should be included in your bid proposal. All permit applications shall be made using the City's online permitting system ePermitting-ProjectDox and can be obtained from the City's website at [www.margatefl.com](http://www.margatefl.com) under BUILDING DEPARTMENT for City Building permits and under ENVIRONMENTAL AND ENGINEERING SERVICES DEPARTMENT for City Engineering permits. City Building permit fees are NOT waived and the cost should be included in the bid. Non-City permit fees (County and other regulatory agencies) are not waived and shall be included in the bid. City Engineering permits will not have a fee. Any questions regarding the requirements to obtain a permit from the City of Margate Building Department should be directed to (954) 970-3004. All City Engineering permits questions should be directed to DEES Department at (954) 972-0828. NOT APPLICABLE~~

**AA. DISPUTES: NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.**

**AB. RATES:** Rates shall remain firm and fixed for the initial contract term. Rates for any extension term are subject to negotiation between the parties and any changes require City Commission approval. In the event the Contractor wishes to adjust the rates for the extension term, Contractor shall notify the City in writing ninety (90) days prior to the contract anniversary date, and include in the notice the requested adjustments including full documentation of the requested changes. If no notice is received by that date, it will be assumed by the City that no adjustment is requested by the Contractor and that the rates will remain the same for the extension term. If the City requests an adjustment it will notify the Contractor under the same terms and schedule. Within thirty (30) days of notice, the parties shall meet to resolve any differences and agree on rates for the extension term (not to exceed a maximum of 5% increase). In the event that the rates cannot be resolved to the City's satisfaction, the City Manager or designee reserves the right to terminate the contract at the end of the initial contract term.

**AC. INSURANCE:** The Proposer shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which shall be determined by the City. Additionally, any subcontractor hired by the Proposer for this contract shall provide insurance coverage as well. The City shall be named "additional insured" under the appropriate policies. Refer to the attached sample insurance certificate.

**AD. RECORDS/AUDITS**

1. The City of Margate is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically the Contractor shall:
  - a) Upon completion of the project, the Contractor must retain and maintain all records pertaining to the services and the contract for these services and make them available to the City for a period of five (5) years following receipt of final

payment for the services referenced herein. In the event litigation ensues, then Contractor shall retain all records hereunder for a period of five (5) years after conclusion of the litigation, including any and all appeals. Upon completion of this retention period, Contractor shall, at no cost to the City, transfer all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the retention period, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the retention period, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City. This requirement applies to the prime Contractor and all sub-contractor's project records. However, it is the responsibility of the prime Contractor to provide all of the records, both for the prime Contractor and sub-contractor's records.

b) Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

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

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

**Telephone number:**

**(954) 972-6454**

**E-mail address:**

**recordsmanagement@margatefl.com**

**Mailing address:**

**5790 Margate Boulevard**

**Margate, FL 33063**

## **AE. CHANGE ORDERS**

1. The City, without invalidating this Agreement, may order additions, deletions, or revisions to the Work. A written Amendment, Change Order, or Work Change Directive shall authorize such additions, deletions, or revisions.
2. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.
3. No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.
4. The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
5. The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the the City Manager, and the Contractor.
6. If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.
7. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented.
8. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.
9. Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.
10. The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:
  - a) By a cost analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
  - b) When only nominal quantities are to be changed, change order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

**AF. FINAL PROJECT CLOSE OUT:** ~~Upon final inspection of the project by the City, the Contractor(s) shall submit a detailed description of all work performed. Services not specifically identified in any Contract derived from this request may be added to the Contract upon mutual consent of the contracting parties.~~ **NOT APPLICABLE**

**AG. SCRUTINIZED COMPANIES**

In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

- a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes; or
  - ii. Is engaged in business operations in Cuba or Syria.
- c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.
- d. The City shall reserve the right to terminate any contract resulting from this solicitation if the awarded Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**AH. RESPONSIBLE VENDOR DETERMINATION:** Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

**AI. E-VERIFY**

- 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.

“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.
- 2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S.



Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and
- c) *By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.*

## OFFEROR'S CERTIFICATION

### WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization this \_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_(Name), who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

## OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Printed Name of Firm

By:\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization this \_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_ (Name), who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

## OFFEROR'S CERTIFICATION

### WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Printed Name of Partnership

By: \_\_\_\_\_  
Signature of General or Managing Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
State of Registration

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization this \_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of

\_\_\_\_\_ (Name of Company) who is personally known to

me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

## OFFEROR'S CERTIFICATION

### WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Printed Name of Corporation

\_\_\_\_\_  
Printed State of Incorporation

By: \_\_\_\_\_  
Signature of President or other authorized officer

(CORPORATE SEAL)

\_\_\_\_\_  
Printed Name of President or other authorized officer

ATTEST:

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Address of Corporation

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization this \_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_(Name), \_\_\_\_\_(Title) of

\_\_\_\_\_(Name of Company Name) on behalf of the

Corporation, who is personally known to me or who has produced \_\_\_\_\_

as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

## NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
(Printed Name)

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

## ACKNOWLEDGMENT

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization this \_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or Type as Commissioned)

**OFFEROR'S  
QUALIFICATION STATEMENT**

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

SUBMITTED TO: City of Margate (Purchasing Manager)

ADDRESS: 5790 Margate Boulevard  
Margate, Florida 33063

CIRCLE ONE

SUBMITTED BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PRINCIPAL OFFICE: \_\_\_\_\_

Corporation  
Partnership  
Individual  
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. (Attach corporate documents from the State of Florida (sunbiz.org) to this statement.)

The correct name of the Offeror is: \_\_\_\_\_

The address of the principal place of business is:

\_\_\_\_\_  
\_\_\_\_\_

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

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

6. How many years has your organization been in business under its present business name?
  - a. Under what other former names has your organization operated?
  
7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFP. Please attach certificate of competency and/or state registration.
  
  
  
  
  
  
  
  
  
  
8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

\_\_\_\_\_  
(Signature)

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is

personally known to me or who has produced \_\_\_\_\_ as

identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,  
or Type as Commissioned)

## Scrutinized Company Certification

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

- (1) This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- (2) This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - Have a material business relationship with the government of Sudan or a government- created project involving oil related, mineral extraction, or power generation activities, or
  - Have a material business relationship involving the supply of military equipment, or
  - Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - Have been complicit in the genocidal campaign in Darfur.
- (3) This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - Have a material business relationship with the government of Iran or a government- created project involving oil related or mineral extraction activities, or
  - Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
- (4) This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

## DRUG-FREE WORKPLACE PROGRAM FORM

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors have a Drug-free Workplace program in effect, the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

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

If bidder's company has a Drug-free Workplace Program, so certify below:

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

**SIGNATURE OF BIDDER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## CITY OF MARGATE E-VERIFY FORM

Project Name:	
Project No.:	

ACKNOWLEDGEMENT

### Definitions:

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

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

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

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and
- c) *Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.*

COMPANY CONTACT INFORMATION

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:
Email:
Website:

**ATTACHMENT A**  
**SAMPLE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		FAX (A/C, No):	
	PHONE (A/C, No, Ext):			
INSURED	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A :			
	INSURER B :			
	INSURER C :			
	INSURER D :			
INSURER E :				
INSURER F :				

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		X				EACH OCCURRENCE \$ 1M DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5K PERSONAL & ADV INJURY \$ 1M GENERAL AGGREGATE \$ 1M PRODUCTS - COMP/OP AGG \$ 1M
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 500K BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 300,000
X	Professional Liability						1M

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Margate shall be listed as additional insured as required by the Agreement.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Margate  
(Department Name)  
5790 Margate Blvd.  
Margate, Florida 33063

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**ATTACHMENT B**  
**SCOPE OF SERVICES**

## SCOPE OF SERVICES

The City is seeking a qualified consultant to lead a citywide strategic planning process, incorporating input from internal and external stakeholders, and referencing input previously provided by the City's existing and recently conducted studies, to include, but not limited to the Margate residential survey.

The scope of services listed below is not intended to be a comprehensive list of what the consultant will provide. It is expected that the consultant's proposals will provide more specific recommendations for approaches, tasks and deliverables based on their experience and expertise from past work on strategic plan projects. The final scope of services will be developed in collaboration with the selected consultant. The scope of services will at a minimum include the following:

1. The intended outcome is a citywide strategic planning document which outlines key areas of focus, goals, and priorities to guide annual budget appropriations.
2. The strategic plan should provide direction to the City in allocating its efforts and resources towards reaching the goals and provide specific and measurable benchmarks that measure the City's progress.
3. This process should be open to and encourage participation from all segments of the City, and allow for both active and passive involvement.
4. The process should facilitate alignment of a community vision and foster a sense of cohesion.
5. The process shall include an analysis of existing City organizational information, budget information, and other related documents available on the City's website and understanding of current strategies and how they should be included in the Strategic Plan. Such information may include the City's finances, infrastructure, staff, demographics, socioeconomics, business development, job opportunities, housing, recreation, and technology.
6. The consultant shall collaborate with the City Commission, City Manager, and the City's executive leadership team to gather data and information that guides key priorities and challenges or constraints with resources (money, people, and time).
7. The consultant shall provide a plan which identifies the City's underlying principles on which decisions should be made, including specific goals, objectives and action items or benchmarks to be achieved.
8. The consultant shall include a work plan based on internal and external participation, focus groups and/or workshops and surveys to accomplish the end deliverables.
9. The consultant will produce a draft and participate in a review and refinement of this document. The consultant will then produce a final product that includes all minimum elements outlined in the scope of services, related implementation recommendations and possible incentive and funding strategies to accelerate catalytic activity. The content shall be concise, goal driven and structured within a timeline.

10. The final strategic plan document shall be presented and accepted by the City Commission.
11. The consultant shall provide presentations to the City Commission as may be requested. The City anticipates a minimum of two (2) presentations. Consultant firms shall describe the type and number of presentations proposed in their submittal.

#### **DELIVERABLES**

- a. Aid the City in establishing a citywide vision and mission statement.
- b. Aid the City in identifying its image, and what sets it apart from other communities in South Florida.
- c. Identify key priorities for the City that will bring stability to the organization for the next five years, guiding City resources (money, people, and time) to achieve specific goals and inform budget priorities annually.

**ATTACHMENT C**  
**PRICE PROPOSAL FORM**

## EXHIBIT C - RFP 2023-016

### PRICE PROPOSAL FORM

The rates for each service shall be based on providing the services and associated amenities as per Exhibit B Scope of Services and include all costs, plus all applicable overhead and profit.

Description of Services	Total Proposal Fee
Total Proposal Fee inclusive of all tasks and deliverables described in Exhibit B Scope of Services	
<b>Proposer shall attach to this page a summary of total project cost broken down by task</b>	\$ _____
Total proposal fee will be used as the basis for assigning points in evaluation	

For additional professional services:

#### STANDARD HOURLY RATE SCHEDULE

Position	Hourly Rate

Proposer's Name: \_\_\_\_\_

Proposer's Signature: \_\_\_\_\_

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