



**MARGATE COMMUNITY REDEVELOPMENT AGENCY
5790 MARGATE BOULEVARD
MARGATE, FLORIDA 33065**

**REQUEST FOR PROPOSALS (RFP) NO. MCRA 2016-03 -
COMMUNITY CENTER FEASIBILITY STUDY**

PROPOSAL SUBMISSION DATE: February 11, 2016

PROPOSAL SUBMISSION TIME: 11:00 am

**ALL RESPONSES MUST BE RECEIVED BY THE PURCHASING DIVISION PRIOR TO THE
DATE AND TIME SPECIFIED ABOVE**

REQUEST FOR PROPOSALS (RFP) NO. MCRA 2016-03 - COMMUNITY CENTER FEASIBILITY STUDY

The Margate Community Redevelopment Agency ("MCRA") is requesting proposal packages from qualified, professional firms ("Proposer" or "Proposers") for the preparation of a Community Center Feasibility Study ("CCFS"). As further described in this RFP, the CCFS should:

- a) define the market area for the Community Center ("Center") and identify the critical elements (program and facility) that will meet the needs of the City of Margate ("City") and ensure a successful project outcome;
- b) accurately determine the current and future needs of the City and the surrounding market area;
- c) provide recommended programming and the conceptual layout of the facilities within and surrounding the Center; and,
- d) provide an estimate of both the capital and ongoing operating costs for the Center.

I. BACKGROUND INFORMATION:

The City of Margate is located in north-central Broward County, Florida, between the cities of Coral Springs and Coconut Creek. The City is transected by State Road 7, a major arterial roadway, and is connected to Interstate 95, the Florida Turnpike and the Sawgrass Expressway via three, major east-west roadways. Margate is near both the geographic center, and the center of population of the Dade-Broward-Palm Beach Metropolitan Area, with convenient access to three major airports and three seaports.

Margate is home to 53,284 people (2010 Census), twenty-seven percent (27%) of whom are under the age of 25. Twenty-two percent (22%) of the population is 65 and older, with this segment expected to grow the fastest over the next few years. Margate's population is diverse and will continue to further diversify, with its demographic profile generally mirroring that of overall Broward County. Household income in Margate is projected to increase while the number of low income households will decline.

Margate was first incorporated as a town in 1955 and has been celebrating its 60th Anniversary this year. Margate boomed during the 1960's and 70's, experiencing triple digit growth during those decades; however, that was a period during which planning practices and land development regulations did

not typically ensure high quality, sustainable development. As a result of this, the majority of the City's housing stock, commercial development and hard and soft infrastructure dates back to that period and in many cases, does not meet the high standards that the City has now established.

The City leaders have long recognized the need for public investment to rejuvenate its housing, commercial property and public spaces through redevelopment. In 1996, the City established the MCRA and the Redevelopment Area, which comprises over 1,300 acres within the City. A Community Redevelopment Plan ("CRP") was formulated in 1997 and has been amended and implemented in stages by the MCRA since then. Although many of the activities and improvements identified in the CRP have been accomplished, resulting in a growing tax base, the most important undertaking, the development of the City Center, is just now commencing. The developer for the City Center, New Urban Communities, was selected through the RFP process and negotiation of a Development Agreement is currently underway between the developer and the MCRA. This agreement will provide for a mixed-use project on approximately 36 acres owned by the MCRA at the intersection of Margate Boulevard and SR 7. The City Center project will include a variety of residential housing, retail and office, as well as public uses. The subject of this RFP, the Community Center is a major "anchor" of the overall City Center master plan and will serve as significant cornerstone for the public spaces. The recently completed draft Parks and Recreation Comprehensive Plan identifies "a first class Community/Recreation Center" as a high priority project, and the proposed Center is strongly supported by the City's elected officials.

The Center will be planned, designed and constructed under MCRA direction but will ultimately operate within the City's Parks and Recreation Department. It is important to understand how the Center relates to the overall park system infrastructure, programming, operations and future plans. A draft of the Parks and Recreation Comprehensive Plan is now under consideration by the City Commission. This document provides a detailed assessment of the Park facilities and programs, outlines the current and future needs of the City and recommends a capital investment plan going forward. It can be a valuable tool on which to build an analysis of the Center.

II. PURPOSE:

The purpose of this RFP is to obtain proposals from multiple, qualified, professional firms for the preparation of the CCFS. The CCFS will address all aspects of a proposed state of the art indoor community/recreation/cultural center that meets a variety of residents' needs for recreation, fitness, culture and social interaction. The Center may include a gymnasium, program rooms, fitness

center, multi-purpose spaces and other spaces identified and justified through the CCFS. At minimum, the CCFS will:

- A. Assess current and future needs, including emerging trends, to be met by the Center, using statistically valid analyses and other best practices.
- B. Recommend programs, design elements and amenities for the desired spaces and activities.
- C. Analyze market strengths and weaknesses and competitive advantages and disadvantages with respect to the Center's ability to attract users/customers, and address how best to maximize strengths and overcome weaknesses.
- D. Identify potential revenue generating opportunities.
- E. Provide probable staffing requirements; identify potential operating partners.
- F. Prepare conceptual-level estimate of all capital costs and annual operating expenses associated with the facility, for a minimum five (5) year period.

The MCRA seeks to identify firms with substantial experience and capabilities to perform the work outlined herein. Anticipated disciplines include, but are not limited to, recreation specialists, financial analysis, statistics, strategic planning and marketing.

III. SCOPE OF SERVICES:

It is anticipated that the scope of work for the CCFS will include the following:

- A. **Review of Plans and Data:** Review all relevant background information, including but not limited to the Parks and Recreation Comprehensive Plan, the City Center project plans, specifications and land use, and all other data deemed necessary to achieve the objectives outlined herein. Meet with key MCRA and City staff and elected officials to obtain additional input.
- B. **Public Outreach:** As may be directed by staff, organize, promote and lead a minimum of one (1) public meeting, focus group and/or charrette, with the purpose of soliciting direct input from the community regarding the programming and design of the Center.

- C. **Market Analysis:** Evaluate and assess the current and future program needs of the market area for the Center. Research and document existing community and fitness facilities in the competitive market area, including facility location, size, components, rates, cost recovery, and potential influence on the Center. Include private, public, and non-profit facilities in this analysis. Identify the primary and secondary service areas, current and future demographics, potential users of the Center and user groups and facility trends. Analyze the competitive strengths and weaknesses of the proposed Center.
- D. **Strategic Plan:** Develop an overall strategic business plan to address the financial implications of the potential programs and facility elements proposed through this study and/or previously identified by staff and the community. Recommend specific methods to maximize strengths and mitigate weaknesses identified in the Market Analysis. Calculate the capital costs as well as projected staffing levels, operating costs and anticipated recovery costs for each. Identify possible revenue sources and explore funding options and potential partnerships with private entities and nonprofit organizations. Incorporate all revenue and expenses into a minimum five (5) year operating pro-forma. Prepare a marketing plan to promote the Center both pre and post-opening.
- E. **Facility Programming:** Determine the components (facilities, amenities etc.) to be included in the Center, based on the conclusions and recommendations of the CCFS. Provide estimated space requirements and relative locations within the facility.
- F. **Site Analysis:** In coordination with the City Center Master Plan and related documents, address the relationship between the Center and adjacent structures and uses. Identify any issues as well as opportunities which may exist as a result of the Center's siting within the overall City Center. Propose additional programming and/or facilities, which could potentially occur around the immediate exterior of the Center due to its location in the City Center.
- G. **Conceptual Alternatives and Costs:** Propose conceptual layout alternatives for the Center with corresponding estimated construction and operational costs for each alternative. .
- H. **Report:** Submit a written report incorporating and addressing all data, materials and other considerations stated in the above scope of work and elsewhere in this RFP. The report shall also include all methodology and back-up data used in the preparation of the CCFS.

1. **Presentation:** The findings, conclusions and recommendations shall be presented at one or more workshops or other public meetings of the MCRA Board.

IV. THE SUBMITTAL PACKAGE:

The MCRA has prepared the following instructions for the RFP in order to minimize costs and response time and ensure the RFP response will provide the necessary information about each firm in a consistent and comparable format. Each submittal must include the attached check list labeled "Exhibit A". This check list must appear immediately after the cover letter. To ensure that all submittals can be evaluated on an equitable basis, the RFP requires each respondent to provide the requested information in a prescribed format and organization that excludes supplemental materials. Any supplemental information included with the response must appear **after** the required materials and tabbed "Additional RFP Information", or under separate cover. The submittal package should be organized as listed below with one tab for each item.

The submittal package must be organized in the following manner:

1. Cover Letter (Please address firm's resources, personnel availability and commitment in cover letter.)
2. Check List (Exhibit A)*
3. Firm/Team organizational chart which includes:
 - a. Name of Firm
 - b. Individuals Name and Position
 - c. Clear designation of one person who will be the main contact for the Firm
4. Firm Experience (a summary of completed projects similar in scope, scale and ownership to the Community Center; list references for these projects where appropriate)
"Key Staffing" (Name, Title and years with firm only. **Do not include a resume here.** All resumes, if included, should be included under "Additional RFP Information" tab.)
5. Project Management (describe how project will be coordinated and approaches to team communication, key decision making, conflict management and control of schedules and budgets).
6. Proposed Fees
 - a. Provide your preliminary fee structure based on the scope indicated herein, including anticipated reimbursable costs. This fee structure shall either be (i) lump sum or (ii) direct cost plus fixed fee with a not to exceed amount for the contract.

- b. Submit a schedule of hourly rates by employee classification, including terms and rates of overtime for additional work if requested by MCRA.
- 7. Offeror's Qualification Statement*
- 8. Offeror's Certification*

*Required Forms of the Check List (Exhibit A), Offeror's Qualification Statement and Offeror's Certification are attached hereto and shall be signed and submitted with the RFP response.

V. SUBMISSION REQUIREMENTS:

- A. The City of Margate Purchasing Division will accept sealed Proposals until 11:00 am, February 11, 2016. RFP packets will be received in the Office of the Purchasing Division, City of Margate, City Hall, Finance Department, Second Floor, 5790 Margate Boulevard, Margate, Florida 33063. Proposals received prior to the date and time above will be considered. Proposals received after the date and time will not be considered and will be returned to the firm(s) unopened.
- B. Interested firms shall submit one (1) original and five (5) copies of the qualifications proposal **(NO THREE (3) RING BINDERS)**, as well as an electronic copy (flash drive or disk – do not send via e-mail) of the complete submittal, no later than the date and time as stated above. The proposal packages shall be sealed and clearly marked on the outside "RFP MCRA 2016-03 COMMUNITY CENTER FEASIBILITY STUDY" and addressed to the Purchasing Division at the address above. Respondents desiring to submit a proposal should carefully review the instructions and other related sections of the RFP. Compliance with all requirements shall be solely the responsibility of the Respondent.
- C. By submitting a proposal, the Proposer certifies that they have fully read and understood the RFP methodology and have full knowledge of the scope, nature, and quality of work to be performed.
- D. **NO FAXED OR ELECTRONICALLY SUBMITTED PROPOSALS WILL BE ACCEPTED.** It shall be the sole responsibility of the Proposer to have their proposal delivered to the City of Margate Purchasing Division, Finance Department, Second Floor, City of Margate City Hall, 5790 Margate Boulevard, Margate, FL 33063 prior the date and time specified.
- E. Proposers may withdraw their proposals by notifying the Purchasing Division in writing at any time prior to the scheduled opening. Proposers

may withdraw in person or through an authorized representative. Proposers and authorized representative must disclose their identity and provide a receipt for the proposal. Proposals, once opened, become the property of the MCRA and will not be returned to the Proposers.

- F. The Offeror's Certification form shall be signed by an authorized company representative.
- G. In accordance with the American with Disabilities Act (ADA) this document may be requested in an alternate format.
- H. During the evaluation process, the Selection and Evaluation Committee (SEC) (as hereinafter defined) may, at its discretion, request firms to make oral presentations in person, by phone or via online video conference.

Such presentations will provide firms with an opportunity to answer any questions regarding the firm's qualifications. Not all firms may be asked to make such oral presentations.

VI. ADDENDA, ADDITIONAL INFORMATION:

All questions and requests for additional information in connection with this Request for Proposal (RFP) shall be directed in writing or by email to:

Ms. Patricia Greenstein
Purchasing Manager
City of Margate
5790 Margate Boulevard
Margate, FL 33063.

Fax number: (954) 935-5258
Email: purchase@margatefl.com

Any addenda or answers to written questions supplied to participating proposers shall become part of the Request for Proposal (RFP) and the resultant contract.

If you have received this RFP packet from a source other than directly from the City of Margate Purchasing Division, you are not registered. All interested parties must register with the City of Margate Purchasing Division office (address for submission of proposals) in order to receive any changes, additions, addenda or other notices concerning this project. Contact the Purchasing Division at (954) 935-5346 or by email to purchase@margatefl.com. Include in the subject line "RFP MCRA 2016- 03 COMMUNITY CENTER FEASIBILITY STUDY".

No negotiations, decisions or actions shall be initiated by the Proposer as a result of any discussions with a MCRA employee. Only those communications which are in writing from the Purchasing Division may be considered as a duly authorized expression. Also, only communications from Proposers, which are signed and submitted in writing, will be recognized by the MCRA as duly authorized expressions on behalf of the Proposer. It is the Proposer's responsibility to contact the Purchasing Division at (954) 935-5346 (prior to the date and time for submission) to determine if any addenda have been issued.

VII. INSURANCE REQUIREMENTS:

The awarded 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 MCRA prior to contract. Additionally, any subcontractor hired by the awarded Proposer for this contract shall provide insurance coverage as well.

The MCRA and the City of Margate (CITY) shall be named "additional insured" under the appropriate policies. Consultant agrees to provide CITY and MCRA a Certificate(s) of Insurance evidencing that all coverage, limits and endorsements required are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum of thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

1a. FOR CITY

City of Margate
Purchasing Division
5790 Margate Boulevard
Margate, FL 33063
Re: RFQ MCRA 2012-03

1b. FOR MCRA

Margate Community Redevelopment Agency
5790 Margate Boulevard
Margate, FL 33063
Re: RFQ MCRA 2012-03

VIII. EVALUATION AND SCORING:

The selection process consists of evaluation, scoring and selection by the Selection and Evaluation Committee (SEC), established for this purpose. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points, which will be used to rank each firm. The ranking of each firm will be tabulated from each SEC member and combined with other SEC to determine the total score for the firm.

Failure to respond to all the criteria will result in a lower overall score and may hinder a firm's chance of being selected.

The scoring criteria are made up of the following categories that collectively represent a grand total point value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a finalist list of the top ranking RFP submittals.

EVALUATION CATEGORIES	POINTS POSSIBLE
1. Firm experience with similar scope	30
2. Personnel qualifications	25
3. Governmental experience	20
4. Fee Proposal	15
5. Firm's resources, personnel availability and commitment	<u>10</u>
GRAND TOTAL OF POINTS	100 POINTS

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

The MCRA reserves the right to request additional information and/or request oral presentations from proposers in order to make any recommendations related to this solicitation. The MCRA reserves the right to accept all or a portion of the proposals as submitted per the Scope of Work provided.

The MCRA also reserves the right to split contracted services if it is in the best interest of the MCRA. The MCRA reserves the right to award this proposal to the proposer, which in its sole discretion believes best serves its interest. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

A. Oral Presentations:

During the evaluation process, the SEC may, at its discretion, request firms to make oral presentations either in person, by phone, or by internet. Such presentations will provide firms with an opportunity to answer any questions the SEC may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

IX. FINAL SELECTION AND AWARD OF CONTRACT:

The MCRA reserves the right to award the contract to the responsible offeror whose proposal and resulting contract is determined to be the most advantageous in the sole discretion of the MCRA, taking into consideration the evaluation factors and criteria set forth in this request for proposals, and who agree to provide the required services at compensation which the MCRA determines is fair, reasonable and competitive. The MCRA's decision will be final.

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

The Contract shall be in the form approved by the MCRA. The final Contract will be subject to the approval of the Board of the Margate Community Redevelopment Agency.

X. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS:

All working papers and reports must be retained in accordance with requirements and procedures set forth by the General Records Schedule for Local Government Agencies as promulgated by the Division of Archives, History and Records Management (a division of the Florida Department of State) at the firm's expense, unless the firm is notified in writing by the MCRA of the need to extend the retention period. The firm will be required to make working papers available, upon request, to the following parties or their designees:

- City of Margate
- Margate Community Redevelopment Agency
- U.S. General Accounting Office (GAO),
- Parties designated by federal or state governments or by the CITY or MCRA as part of an audit quality review process.

In addition, the firm shall respond to the reasonable inquiries of auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

XI. RFP SCHEDULE REQUIREMENTS:

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

<u>Event</u>	<u>Completion Date</u>
1. Issuance of RFP	1/12/16
2. Receipt of RFP	2/11/16
3. Proposal Evaluations	2/18/16
4. Oral Presentations with short listed firms	3/03/16
5. Negotiations	3/10/16
6. Contract Award by Board	4/13/16

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

XII. SUMMARY OF PROVIDED DOCUMENTS TO BE SUBMITTED WITH PROPOSALS:

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

- (a) Proposal and Offeror's Certification
- (b) Qualifications Statement
- (c) Proof of Insurance (Refer to Section III, Submission Content)
- (d) Non-Collusive Affidavit Form
- (e) Exhibit A

XIII. GENERAL CONDITIONS:

The following General Conditions will apply during the RFP process where applicable, and to any future agreement entered into between the MCRA and Proposer:

- A. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** 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, supplies, 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.

- B. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- C. **EXPENSES:** All expenses for making the proposal to the MCRA are borne by the Proposer.
- D. **WITHDRAWAL OF PROPOSAL:** Any proposal may be withdrawn up until the date and time set forth for the opening 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.
- E. **APPLICABLE LAWS:** All work shall be in accordance with all applicable laws and regulations of the U.S. Government, State of Florida, Broward County and the City.
- F. **FORM OF AGREEMENT:** Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the MCRA and shall contain, as a minimum, applicable provisions of the Request for Proposal. The MCRA reserves the right to reject any agreement that does not conform to the Request for Proposal and any MCRA requirements for agreements and contracts.
- G. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all Proposers must indicate if any or MCRA 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 Statutes 112.13.

- H. **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 MCRA harmless from any and all liability, loss or expense by any such violation.
- I. **TAXES:** The MCRA is exempt from any taxes imposed by the State and Federal Governments. Exemption certificates will be provided upon request.
- J. **NON-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 "Non-Collusive Affidavit" form attached.)
- K. **ASSIGNMENT:** Successful Proposer may not assign or transfer this contract in whole or part without prior written approval of the MCRA.
- L. **TERMINATION FOR CONVENIENCE OF MCRA:** Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the successful Proposer, the MCRA may without cause and without prejudice to any other right or remedy, terminate the agreement for the MCRA's convenience whenever the MCRA determines that such termination is in the best interests of the MCRA. Where the agreement is terminated for the convenience of the MCRA the notice of termination to the successful proposer must state that the contract is being terminated for the convenience of the MCRA under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors 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, and complete any continued portions of the work.
- M. **LITIGATION VENUE:** This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be 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. **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the MCRA for payment to a selected Proposer is limited to the availability of funds appropriated in current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- O. **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 Proposer to notify the MCRA at once, indicating in their letter the specific regulation which required an alteration. The MCRA reserve the right to accept any such alteration, including any price adjustments occasioned hereby, or to cancel the contract at no further expense to the MCRA.
- P. **NOTICES:** The Proposer 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. **DAMAGES OR LOSS:** The Proposer shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Contract Documents to be provided by the Owner) to property at the site caused in whole or in part by the Proposer, a contractor of the Proposer or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.
- R. **WAIVER OF JURY TRIAL:** MCRA AND PROPOSER 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 WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.
- S. **INDEMNIFICATION:** To the extent permitted by Florida law, Proposer agrees to indemnify, defend, save, and hold harmless the MCRA and CITY, their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorney fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of this agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any

immunity or limitation of liability the MCRA or City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

- T. **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.

- U. **LIMITS ON SERVICES:** Proposer acknowledges that the Scope of Services shall be limited to "contractual services" as defined in FS 287.012(8) and shall not include "professional services as defined in FS 287.055(2)(a).

OFFEROR'S CERTIFICATION RFP MCRA 2016-03

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

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day
_____ 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 RFP MCRA 2016-03

**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 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 RFP MCRA 2016-03

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 Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me 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 RFP MCRA 2016-03
WHEN OFFER 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

(CORPORATE SEAL)

By: _____
Signature of President or other authorized officer

ATTEST:

Printed Name of President or other authorized
officer

By _____
Secretary

Address of Corporation

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20, by _____ (Name), _____
(Title) 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

OFFEROR'S QUALIFICATION STATEMENT RFP MCRA 2016-03

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:	Corporation
NAME:	Partnership
ADDRESS:	Individual
PRINCIPAL OFFICE:	Other

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

The correct name of the 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:

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 LOI. 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 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)

EXHIBIT A
CONSULTANT CHECKLIST – RFP MCRA 2016-03

Note:

- A) This Exhibit must be included in RFP immediately after the cover letter.
- B) RFP Package must be put together in order of this checklist.
- C) Any supplemental materials must appear after those listed below and tabbed "Additional R.F.Q. Information".

- 1. _____ Cover letter
- 2. _____ Copy of this Check List (Exhibit A)
- 3. _____ Firm/Team Organizational Chart
- 4. _____ Firm's Experience
- 5. _____ Key Staffing (Name, Title and years with firm only. **Do not include a resume here.** All resumes, if included, should be included under "Additional RFP Information" tab.)
- 6. _____ Approach to Project Management
- 7. _____ Fee Proposal
- 8. _____ Offeror's Qualification Statement*
- 9. _____ Offeror's Certification*

DRUG-FREE WORKPLACE PROGRAM FORM – RFP MCRA 2016-03

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 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: _____



NON-COLLUSIVE AFFIDAVIT FOR MCRA 2016-03

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes
and says that:

He/she is the _____, (Owner, Partner, Officer,
Representative or Agent) of _____, the Offeror that has submitted the
attached Proposal;

He/she is fully informed regarding the preparation and contents of the attached
Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any
way colluded, conspired, connived or agreed, directly or indirectly, with any other
Offeror, firm, or person to submit a collusive or sham Proposal in connection with
the Work for which the attached Proposal has been submitted; or to refrain from
bidding in connection with such Work; or have in any manner, directly or indirectly,
sought by agreement or collusion, or communication, or conference with any
Offeror, firm, or person to fix the price or prices in the attached Proposal or of any
other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or
the Proposal price of any other Offeror, or to secure through any collusion,
conspiracy, connivance, or unlawful agreement any advantage against (Recipient),
or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part
of the Offeror or any other of its agents, representatives, owners, employees or
parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By _____

Printed Name

Title

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT FOR MCRA 2016-03

State of Florida
County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

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

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath

