



**CITY OF MARGATE
5790 MARGATE BOULEVARD
MARGATE, FLORIDA 33063**

**REQUEST FOR QUALIFICATIONS
RFQ NO. 2023-010
GENERAL CIVIL ENGINEERING, BUILDING ARCHITECTURAL, AND LANDSCAPE
ARCHITECTURAL CONSULTING SERVICES**

PROPOSAL SUBMISSION DATE: Wednesday, April 12th, 2023

PROPOSAL SUBMISSION TIME: 11:00 am

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

CITY OF MARGATE
GENERAL CIVIL ENGINEERING, BUILDING ARCHITECTURAL, AND LANDSCAPE
ARCHITECTURAL CONSULTING SERVICES
RFQ NO. 2023-010

The City of Margate ("CITY") is seeking Request for Qualifications (RFQ) from qualified Architectural Firms to provide design and construction administration services for various improvements on a continuing contract basis as required by the CITY.

I. PURPOSE:

The CITY is interested in entering into agreements with a minimum of 3 and a maximum of 10 qualified Engineering firms to provide Continuing Civil Engineering Services with a focus on disciplines outlined herein for the implementation of projects identified in the CITY'S five-year Capital Improvement Plan (CIP) including specific CIP for the Department of Environmental and Engineering Services (Exhibit B). Projects/Tasks shall generally be awarded on a rotation basis, unless a firm possesses a particular skill or experience that would be required for the completion of a specific project/task, as determined in the sole discretion of the CITY.

Pursuant to this Request for Qualifications ("RFQ") package and in compliance with the Consultant's Competitive Negotiation Act ("CCNA"), Florida Statutes Section 287.055, 2 Code of Federal Regulations (CFR) Part 200, and all other applicable Federal, State and local regulations, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this RFQ, the CITY seeks to identify firms with substantial experience and capabilities to perform continuing professional Civil Engineering Services, including but not limited to the following disciplines and services: Environmental, Water and Wastewater, Transportation, Structural, Geotechnical, Architectural, Storm-water, Construction Management, and Construction Engineering Inspection. In addition, consultants shall have capacity to provide Landscaping and Building Architectural Services.

This Proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 in order to be eligible for reimbursement under the Public Assistance Program.

Any professional services awarded through this RFQ will be for projects that do not exceed a total amount of \$4,000,000 for basic construction costs for all projects related to this RFQ, and for study activities that do not exceed \$500,000 for each individual study activity.

Potential projects may include but are not limited to streetscape improvements, parks and playground redevelopment, capital projects, building renovations, and open space design, as well as other projects on an as needed basis.

The information submitted in response to the RFQ will be used by the CITY to determine final ranking of firms. Additionally, evaluation points will be assigned to information contained in the package to aid in reducing the total number of submittals to no fewer than two firms. These short listed firms may then be invited to make presentations to the selection committee at a future date, if the selection committee feels additional information about this firm is necessary.

II. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The CITY, in accordance with the requirements as stated in Title 2 CFR 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. The prime consultant must take affirmative steps and if subcontracts are to be let, through a prime consultant, that subconsultant is required to also take the affirmative steps listed in items (1) through (5) below.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Contractor shall sign the Statement of Compliance - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

III. SCOPE OF SERVICES:

Subject to each task assignment, in general, the firms may be required to provide:

A. Design services - within the scope of the practice of architecture, provide preliminary design, construction documents, and cost estimates.

B. Permitting services – assist with acquiring necessary approvals required by all local, regional, state, and federal jurisdictional agencies.

C. Construction administration services - on site observations to enable consultant's certification as required by regulatory agencies and ensure that the facilities are constructed in compliance with approved plans and specifications.

Services to be provided under agreements executed pursuant to this RFQ shall include but not limited to the following disciplines and services: Environmental, Water and Wastewater, Transportation, Structural, Geotechnical, Architectural, Storm-water, Construction Management, and Construction Engineering Inspection, Streetscape Improvements, Parks and Playground Redevelopment, Building Renovations, Open Space Design, as well as other similar projects on an as needed basis.

With regard to Transportation Engineering, the successful consultant(s) shall be able to perform traffic related studies that include, but are not limited to, traffic impact, site trip generation, and primary, pass by, and diverted trip estimation.

The City does not have an arborist on staff and the successful consultant(s) are expected to have an arborist on their staff, or furnished through an associate firm.

The key Capital Improvement Projects (CIP) expected to be undertaken by the Department of Environmental and Engineering Services within the next five years are as follows:

- Replace Asbestos Concrete (AC), aged, and undersized water distribution mains.
- Replace and /or Renovate Sewer Lift Stations.
- Replace Asbestos Concrete sewer force mains.
- Rehabilitation or replacement of various components of the Wastewater Treatment Plant.
- Structural Analysis of buildings in the wastewater treatment plant and recommendations for repair.
- Building interior renovations and remodeling.

In addition to the Consultants' familiarity with projects in the CIP or those that are anticipated to be in the CIP (Exhibit B), the successful consultant(s) shall have in house expertise to conduct Engineering studies, investigations and Forensic Engineering, and make recommendations to the City for future maintenance and/or capital work, that will ensure the serviceability and optimum efficiency of the water and wastewater plants.

The successful Consultant(s) shall also assist the City with the Evaluation of Construction bids and make recommendations for bid award, not only based on costs but other factors such as competency and risk.

IV. THE SUBMITTAL PACKAGE:

The CITY has prepared the following compilation of instructions in the RFQ in order to minimize costs and response time and to ensure the RFQ response is designed to provide the necessary information about the firm. Each submittal must include the attached checklist labeled "Exhibit A". This checklist must appear immediately after the cover letter. To ensure that all submittals can be evaluated on an equitable basis, the RFQ 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 RFQ 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. **Transmittal Letter** – This is to be an up to two-page document to transmit the RFQ package. The letter shall provide the name, title, address and telephone number of the official corporate contact, and an alternate. These individuals shall have the authority to bind the consulting firm and shall be available to attend appropriate meetings (two pages maximum, single sided).
2. **Check List (Exhibit A)**
3. **Corporate History** – Briefly describe the corporate history of the company. Also, describe the corporate history of any joint ventures or key sub consultants proposed for any of this type of project. Firms that are short-listed may be required to submit audited financial statements to demonstrate current financial condition and stability that will become public information as provided in Chapter 119, Florida Statutes (up to two pages maximum, single sided).
4. **Corporate Qualifications** – Summarize relevant corporate experience that demonstrates specific knowledge of similar projects and services completed within the last five years in Florida. Provide a short description of the qualifications of specific people assigned to this project as they relate to the type of work to be performed. This narrative is in addition to Standard Form 330, Architect-Engineer Qualifications.
5. **Project Team** – Identify key personnel and their qualifications for these services and describe qualifications of assigned support personnel. This should be summarized in two pages, single sided maximum. In addition, attach a one page current organization chart (not counted as part of the page limit), which shall illustrate how the City of Margate projects will be managed; key personnel on the Margate Project Management Team shall be named and their relationship with the rest of the Firm shown. All resumes, if included, should be included under "Additional RFQ Information" tab.
6. **Personnel Assigned** – Personnel proposed for the project, including all sub-consultants, must be identified and their qualifications provided.

7. **Professional Registration** – All submittals must include a copy of the Certificate of Authorization for the firm, including all sub consultants if applicable, issued by the State of Florida authority.
8. **Project Management** - Describe project management approaches to address: communication needs of the team, how key decisions will be made, how conflicts will be resolved, how coordination will be handled with other entities (government, utilities, etc.) and how schedule and budget will be managed.
9. **Proof of Insurance** – Proof of professional liability insurance and errors and omission insurance, auto, workers compensation or proof that the required insurance will be provided at the time of selection (Refer to Section VI – Insurance).
10. **Offeror's Certification**
11. **Offeror's Qualifications Statement**
12. **SF 330 Forms**
13. **Scrutinized Companies Certificate**
14. **Non-Collusive Affidavit**
15. **Drug-Free Workplace Program Form**
16. **Byrd-Anti Lobbying Certification**
17. **Statement of Compliance**
18. **E-Verify Form**

V. SUBMISSION REQUIREMENTS:

1. The City of Margate Purchasing Division will accept sealed Qualification Proposals until 11 AM, local time, Wednesday, April 12, 2023. RFQ 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.
2. Interested firms shall submit one (1) original and six (6) 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 original and six (6) copies must be bound or in

binders on 8.5" x 11" white paper with tabbed/identified sections as stated in Section II – The Submittal Package. The proposal packages shall be sealed and clearly marked on the outside "RFQ NO. 2023-010 - General Civil Engineering, Building Architectural, and Landscape Architectural Consulting Services" 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 RFQ Compliance with all requirements shall be solely the responsibility of the Respondent.

3. By submitting a proposal, the Proposer certifies that they have fully read and understood the proposal method and have full knowledge of the scope, nature, and quality of work to be performed.

4. **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.

5. Proposers may withdraw their proposals by notifying the Purchasing Division in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals 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 CITY and will not be returned to the Proposers.

6. The Offeror's Certification form shall be signed by an authorized company representative.

In accordance with the American with Disabilities Act (ADA) this document may be requested in an alternate format.

VI. ADDENDA, ADDITIONAL INFORMATION:

All questions and requests for additional information in connection with this Request for Qualifications (RFQ) shall be directed in writing or by email to Spencer Shambray, Purchasing Manager, 5790 Margate Boulevard, Margate, FL 33063. Fax number (954) 935-5346. Email purchase@margatefl.com.

Any addenda or answers to written questions supplied to participating proposers shall become part of the Request For Qualifications and the resultant contract.

If you have received this RFQ 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 qualifications) 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 "RFQ NO. 2023-010 - General Civil Engineering, Building Architectural, and Landscape Architectural Consulting Services" No negotiations, decisions or actions shall be initiated by the Proposer as a result of any discussions with a CITY 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 CITY 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 Agreement a policy or policies of insurance which shall be determined by the CITY prior to contract. Additionally, any subcontractor hired by the awarded Proposer for this contract shall provide insurance coverage as well.

The City of Margate (CITY) shall be named "additional insured" under the appropriate policies. Awarded Proposer agrees to provide the CITY 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:

1. FOR CITY
City of Margate
Purchasing Division
5790 Margate Boulevard
Margate, FL 33063
Re: RFQ 2023-010
2. The required insurance coverage shall be issued by an insurance Company, duly authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability to A+

3. Insurance Companies selected must be acceptable to CITY and CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

VIII. EVALUATION AND SCORING:

Selection will be in accordance with the Consultant's Competitive Negotiations Act, as amended, Section 287.055, Florida Statutes. The selection process consists of evaluation and scoring by the Selection Committee. 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 and Weighted Score awarded to each firm. Both criteria will be used to rank each firm one, two, three, etc. The ranking of each firm will be tabulated from each Committee Member and combined with other Committee Members to determine the total score and weighted score for the firm.

The Scoring Criteria is made up of the categories below 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 RFQ submittals.

Firm Experience: The firm will be expected to demonstrate its experience with projects similar to those listed in Exhibit B. Particular attention should be given to projects completed with other local government agencies. This information must be included on SF 330.

Qualifications and Experience of the Firm and Personnel: The firm shall name the actual Project Manager assigned to the City and other key staff to be assigned to projects, describe their ability and experience and indicate the function of each individual within the organization and their proposed role on City projects. This information must be included on SF 330.

Firm's Governmental Experience: The firm shall detail experience with other governmental agencies. This information must be included on SF 330.

EVALUATION CATEGORIES	POINTS POSSIBLE
Qualifications/Experience of the Firm and Personnel:	
Individuals and sub-consultants assigned to the Project Manager	40
Technical:	
Proposed approach and methodology Understanding of the scope of Work Management Capabilities	25
Risk Management/ Bid Evaluation:	
Illustrate how the firm manages risk; discuss the factors that the firm may Use to evaluate risks in evaluating and recommending construction bids for contract award	5
References:	
Recent experience in similar work Verification and reference responses	20
Presentation:	
Quality of submittal	
Quality of oral presentation (if applicable)	5
Location:	
Proximity of servicing office(s) to Margate and/or Broward County	4
Designation Considerations:	
Certified Minority business enterprise status of the firm	1
 GRAND TOTAL OF POINTS	 100 POINTS

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

IX. AWARD OF AGREEMENT:

Based on final rankings resulting from the above described process, the Selection Committee will make a recommendation to the CITY for the award of the agreement to a minimum of three and a maximum of ten firms.

The CITY intends to award an initial contract term of two (2) years, with an option to renew annually for three (3) additional one year terms, up to a total of five (5) years

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 CITY 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
- U.S. General Accounting Office (GAO), or local OIG
- Parties designated by federal or state governments or by the CITY 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. TIME REQUIREMENTS:

A. PROPOSAL CALENDAR, NOTIFICATION AND AGREEMENT DATES

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

Event	Date (on or by)
1. Issuance of RFQ	Thursday, March 16, 2023
2. Receipt of RFQ	Wednesday, April 12 th , 2023
3. Proposal Evaluations	Week of April 17 th , 2023
4. Oral Presentations with short listed firms (if held)	Week of April 24 th , 2023
5. Recommendation to CITY Commission	Wednesday, May 17 th , 2023
6. Negotiations	Week of May 22 nd , 2023
7. Agreement Award by Commission	Wednesday, June 7 th , 2023

Be advised that the CITY is prepared to award a single agreement or multiple agreements as is deemed to be in the best interest of the CITY. The CITY reserves the right to change and/or delay scheduled dates.

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 an agreement with the CITY 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 in person. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Only firms short-listed for further consideration during the evaluation process will be invited to make such oral presentations.

C. Final Selection

The CITY will select/award the firm(s) which best meets 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.

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) Offeror's Qualifications Statement
- (c) Non-Collusive Affidavit Form
- (d) Scrutinized Companies Certification
- (e) E-Verify Form
- (f) Drug-Free Workplace Program Form
- (g) Byrd-Anti Lobbying Certification
- (h) Statement of Compliance
- (i) Exhibit A
- (j) SF 330 Forms
- (k) Proof of Insurance

XIII. AWARD OF AGREEMENT:

The agreement or agreements shall be awarded to the most qualified Proposer(s) whose proposal(s) is/are determined to be the most advantageous to the CITY and who agree to provide the required services at compensation which the CITY determines is fair, reasonable and competitive.

XIV. GENERAL CONDITIONS:

A. PUBLIC ENTITY CRIMES INFORMATION STATEMENT: Pursuant to the requirements 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, 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 AND SUSPENSION AND DEBARMENT LISTS: 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.

Federal regulations restrict CITY from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. Accordingly, a contract or subcontract must not be made with any parties listed on the System for Award Management ("SAM") Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority.

(1) This Agreement is a covered transaction for purposes of Title 2 Code of Federal Regulations (CFR) pt. 180 and 2 CFR pt. 3000. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(2) Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C during the term of this Agreement and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) Contractor must verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov. This certification is a material representation of fact relied upon by the City of Margate. If it is later determined that the

Contractor failed to comply, in addition to remedies available to the City of Margate, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

C. EXPENSES: All expenses for making the proposal to the CITY 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 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 an agreement is awarded. No guarantee or representation is made herein as to the time between the proposal opening and subsequent award.

E. APPLICABLE 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.

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 CITY and shall contain, as a minimum, applicable provisions of the Request for Qualifications. The CITY reserves the right to reject any agreement that does not conform to the Request for Qualifications and any CITY requirements for agreements and contracts.

G. 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 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 CITY harmless from any and all liability, loss or expense by any such violation.

I. TAXES: The CITY is exempt from any taxes imposed by the State and Federal Governments. Exemption certificates will be provided upon request.

J. 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.

K. NON-COLLUSION STATEMENT: By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, contract, 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.

L. ASSIGNMENT: Successful Contractor may not assign or transfer this agreement in whole or part without prior written approval of the CITY.

M. 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 condition(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.

N. VENUE AND GOVERNING LAW: 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.

O. CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the CITY for payment to a Contractor is limited to the availability of funds appropriated in current fiscal period, and continuation of the agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

P. 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 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.

Q. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): Proposer warrants that the product supplied to the CITY conforms in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any applicable industry standards.

R. 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.

S. 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 agreement 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 agreement.

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 agreement 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.

T. 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.

U. WAIVER OF JURY TRIAL: THE PARTIES TO THIS AGREEMENT 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 MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

V. INDEMNIFICATION: Contractor agrees to indemnify, defend, save, and hold harmless the CITY and City, their 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.

W. 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.

X. 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.

Y. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of work under any resulting agreement from this solicitation, the Proposer agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he/she/they has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended, and by rules, regulations, and

orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the agreement.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965 as amended, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts

pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Z. 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 RFQ document. Proposers are not to contact any member of the selection/evaluation committee.

AA. 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.

AB. OTHER GOVERNMENTAL AGENCIES: If Contractor is awarded a contract as a result of this RFQ solicitation, Contractor will, 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 agreement. Prices shall be FOB DELIVERED to the requesting agency.

AC. 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 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.

AD. DISPUTES: NOTWITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT 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/SHE/THEY DELEGATS 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.

AE. WAVIER: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

AF. RATES: Rates shall remain firm and fixed for the initial agreement term. Rates for any extension term are subject to negotiation between the parties and any changes require CITY's 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 agreement 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 Executive Director or designee reserves the right to terminate the agreement at the end of the initial agreement term.

AG. DHS SEAL, LOGO AND FLAGS: Contractor shall not use the U.S. Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

AH. NO OBLIGATION BY FEDERAL GOVERNMENT: The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Agreement.

AI. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS: Contractor acknowledges that 31 United States Code Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

AJ. COPELAND ANTI-KICKBACK ACT (PRIME CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000):

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this agreement.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12."

AK. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: As per 29 C.F.R. § 5.5(b), "*Overtime Requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek."

AL. CLEAN AIR ACT: The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

AM. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises, representations, or warranties affecting it.

AN. PUBLIC RECORDS: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the CITY.
- D. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the Contractor or keep and maintain public records required by the CITY to perform the service. If the Contractor transfers all public records to the CITY upon completion of the Agreement, 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 Agreement, 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.

E. 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 AGREEMENT, 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

AO. 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 of, 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 agreement 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.

AP. NO WAIVER OF SOVEREIGN IMMUNITY: Nothing contained herein is intended to service as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

OFFEROR'S CERTIFICATION CITY RFQ NO. 2023-010

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 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 CITY RFQ NO. 2023-010

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 CITY RFQ NO. 2023-010

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 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 CITY RFQ NO. 2023-010

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 by means of ____ physical presence or ____ online notarization 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 CITY RFQ NO. 2023-010

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:

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 RFQ. 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 AGREEMENT 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 AGREEMENT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL AND, IF AFTER THE AWARD, TO CANCEL AND TERMINATE THE AWARD AND/OR AGREEMENT.

(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 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:** _____

**BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

To be submitted with each bid or offer exceeding \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date _____

**STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S
BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

The undersigned Contractor hereby swears under penalty of perjury that Contractor took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated _____, 20____ Contractor _____

By _____
(Signature)

By _____

STATE OF _____)
) SS.
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, this_ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of Officer taking acknowledgment)

(Title or rank)

My Commission expires: _____
(Serial number, if any)

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

[Subpart D—Post Federal Award Requirements](#)

[§ 200.317 Procurements by states.](#)

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with [§§ 200.321](#), [200.322](#), and [200.323](#) and ensure that every purchase order or other contract includes any clauses required by [§ 200.327](#). All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in [§§ 200.318](#) through [200.327](#).

[§ 200.318 General procurement standards.](#)

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in [§§ 200.317](#) through [200.327](#).

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also [§ 200.214](#).

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[[85 FR 49543](#), Aug. 13, 2020, as amended at [86 FR 10440](#), Feb. 22, 2021]

§ 200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with [§ 200.320\(c\)](#).

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and [§§ 200.317](#), [200.318](#), and [200.319](#) for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in [§ 200.1](#), or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) **Micro-purchases -**

(i) **Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in [§ 200.1](#)). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) **Micro-purchase thresholds.** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with [paragraphs \(a\)\(1\)\(iv\)](#) and [\(v\)](#) of this section.

(iv) **Non-Federal entity increase to the micro-purchase threshold up to \$50,000.** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with [§ 200.334](#). The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in [§ 200.520](#) for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) **Non-Federal entity increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in [paragraph \(a\)\(1\)\(iv\)](#) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) **Small purchases -**

(i) **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) **Simplified acquisition thresholds.** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with [§ 200.319](#) or [paragraph \(c\)](#) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) ***Noncompetitive procurement.*** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see [paragraph \(a\)\(1\)](#) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

[§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.](#)

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section.

[§ 200.322 Domestic preferences for procurements.](#)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under [subpart E of this part](#). The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in [paragraph \(b\)](#) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

NON-COLLUSIVE AFFIDAVIT FORM

State of _____)

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 CITY 2023-010

State of Florida
County of _____

On this the _____ day of _____, 20____, before me by means of ____ physical presence or ____ online notarization, the undersigned Notary Public of the State of Florida, personally appeared

(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, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(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

EXHIBIT A
CONSULTANT CHECKLIST – CITY RFQ 2023-010

NOTE:

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

- 1. _____ Transmittal Letter
- 2. _____ Copy of this Check List (Exhibit A)
- 3. _____ Corporate History/Corporate Qualifications/Team Organizational Chart
- 4. _____ Corporate Qualifications
- 5. _____ Project Team: (Name, Title and years with firm only. **Do not include a resume here.** All resumes, if included, should be included under “Additional RFQ Information” tab.)
- 6. _____ Personnel Assigned (Include complete organizational chart as required)
- 7. _____ Professional Registration
- 8. _____ Project Management
- 9. _____ Proof of Insurance
- 10. _____ Offeror’s Certification
- 11. _____ SF 330 Forms
- 12. _____ Scrutinized Companies Certificate
- 13. _____ Offeror’s Qualifications Statement
- 14. _____ Drug-Free Workplace Form
- 15. _____ Byrd Anti-Lobbying Certification
- 16. _____ Statement of Compliance
- 17. _____ Non-Collusive Affidavit
- 18. _____ E-Verify Form

EXHIBIT B

CITY FIVE-YEAR CAPITAL PLAN

Note: Not all projects listed will require services related to this RFQ.

CITY OF MARGATE, FLORIDA
FY 2023 - FY 2027 CAPITAL IMPROVEMENT/MAJOR EQUIPMENT PROGRAM
FIVE (5) YEAR SUMMARY BY FUND

		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FIVE YEAR
FUND	Project Number	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	TOTAL
Roads Fund (111)							
Reconstruction of NW 8 Street (NW 67 Ave To NW 69 Ave)	TBD	\$ -	\$ 1,165,500	\$ -	\$ -	\$ -	\$ 1,165,500
Total Roads Fund (111) Projects		\$ -	\$ 1,165,500	\$ -	\$ -	\$ -	\$ 1,165,500

Prior year's monies budgeted that are not spent are re-budgeted in future years, if applicable.

Future operating/maintenance costs will be included in departmental budgets as applicable. Funding for future years is determined on a pay-as-you-go basis and funds are available for the current budget year only.

CITY OF MARGATE, FLORIDA
FY 2023 - FY 2027 CAPITAL IMPROVEMENT/MAJOR EQUIPMENT PROGRAM
FIVE (5) YEAR SUMMARY BY FUND

		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FIVE YEAR
FUND	Project Number	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	TOTAL
General Capital Projects Fund (334)							
Building							
Building Department Expansion	6537	\$ 3,800,000	\$ -	\$ -	\$ -	\$ -	\$ 3,800,000
Total Building Projects		\$ 3,800,000	\$ -	\$ -	\$ -	\$ -	\$ 3,800,000
Fire							
Fire Station 58 Replacement	6520	\$ 37,000	\$ -	\$ -	\$ -	\$ -	\$ 37,000
Total Fire Projects		\$ 37,000	\$ -	\$ -	\$ -	\$ -	\$ 37,000
Parks & Recreation							
Park Amenity Upgrades	TBD	130,000	-	-	-	-	130,000
Tennis Court to Pickleball Court Conversion	TBD	50,000	-	-	-	-	50,000
Oriole Park	6533	1,000,000	-	-	-	-	1,000,000
Total Parks & Recreation Projects		\$ 1,180,000	\$ -	\$ -	\$ -	\$ -	\$ 1,180,000
Public Works							
Neighborhood Identification Signs	6512	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Commission Chambers And City Hall First Floor Remodeling	6546	484,025	-	-	-	-	484,025
Total Public Works Projects		\$ 509,025	\$ -	\$ -	\$ -	\$ -	\$ 509,025
Capital Projects - Other		\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Total General Capital Projects Fund (334)		\$ 5,626,025	\$ -	\$ -	\$ -	\$ -	\$ 5,626,025

Prior year's monies budgeted that are not spent are re-budgeted in future years, if applicable.

Future operating/maintenance costs will be included in departmental budgets as applicable. Funding for future years is determined on a pay-as-you-go basis and funds are available for the current budget year only.

CITY OF MARGATE, FLORIDA
FY 2023 - FY 2027 CAPITAL IMPROVEMENT/MAJOR EQUIPMENT PROGRAM
FIVE (5) YEAR SUMMARY BY FUND

		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FIVE YEAR
FUND	Project Number	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	TOTAL
General Obligation Bonds Proceeds 2019 Fund (335)							
Calypso Cove	6530	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
Centennial Park Renovations	6532	800,000	-	-	-	-	\$ 800,000
Oriole Park	6533	1,000,000	-	-	-	-	1,000,000
Andrews Field Renovations	TBD	-	500,000	-	-	-	500,000
Capital Projects - Other	N/A	1,610,000	-	-	-	-	1,610,000
Total General Obligation Bonds Proceeds 2019 Fund (335)		\$ 4,910,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 5,410,000

Prior year's monies budgeted that are not spent are re-budgeted in future years, if applicable.

Future operating/maintenance costs will be included in departmental budgets as applicable. Funding for future years is determined on a pay-as-you-go basis and funds are available for the current budget year only.

CITY OF MARGATE, FLORIDA
FY 2023 - FY 2027 CAPITAL IMPROVEMENT/MAJOR EQUIPMENT PROGRAM
FIVE (5) YEAR SUMMARY BY FUND

		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FIVE YEAR
FUND	Project Number	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	TOTAL

Water/Wastewater Connection Fees Fund (458)

Water Line Replacement	6004	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	2,500,000
Force Main Construction	6028	250,000	-	500,000	-	-	750,000
Total Water/Wastewater Connection Fees Fund (458)		\$ 750,000	\$ 500,000	\$ 1,000,000	\$ 500,000	\$ 500,000	\$ 3,250,000

Water/Wastewater Renewal and Replacement Fund (461)

Sewer Line Replacement	6003	\$ 125,000	\$ 1,950,000	\$ 2,125,000	\$ 2,335,000	\$ 2,570,000	\$ 9,105,000
Water Line Replacement	6004	2,000,000	4,940,000	5,500,000	6,035,000	6,835,000	25,310,000
Acquisition of Vehicles	6006	350,000	400,000	450,000	500,000	550,000	2,250,000
Computer Equipment	6007	25,000	27,500	30,000	32,500	35,000	150,000
Water & Wastewater Equipment	6008	500,000	550,000	605,000	665,500	732,050	3,052,550
Install Water Meters/Service Connections	6009	200,000	220,000	245,000	265,000	300,000	1,230,000
Lift Station Renovation	6010	2,500,000	2,865,000	3,150,000	3,435,000	4,000,000	15,950,000
Electronic Meter Reading	6011	100,000	-	-	-	-	100,000
Rehabilitate Raw Water Wells	6013	70,000	77,500	85,000	95,000	102,500	430,000
Upgrade Telemetry System	6014	50,000	55,000	60,000	67,500	73,500	306,000
Infiltration and Inflow Rehabilitation	6015	2,500,000	2,500,000	600,000	665,000	750,000	7,015,000
Rehabilitate Generator Systems	6019	100,000	115,000	125,000	135,000	150,000	625,000
Water Main/Force Main Control Improvements	6023	225,000	275,000	300,000	335,000	-	1,135,000
Rehabilitate DEES Administration Building	6026	100,000	115,000	125,000	135,000	150,000	625,000
Aerial Utility Crossings	6027	1,700,000	-	-	-	-	1,700,000
Force Main Construction	6028	-	2,090,000	1,796,500	2,535,000	2,840,000	9,261,500
Emergency Interconnect	6034	-	-	-	300,000	75,000	375,000
Repair Water Treatment Plant (WTP) Accelerators	6036	700,000	-	-	-	-	700,000
Mechanical Integrity Testing - Underground Injection Wells	6037	150,000	-	-	-	-	150,000
Rehabilitate Backwash Holding Tank	6038	250,000	-	-	-	-	250,000
Rehabilitate Water Treatment Plant (WTP) Filters	6039	850,000	-	-	-	-	850,000
Supervisory Control and Data Acquisition (SCADA) System Upgrades	6041	1,100,000	825,000	-	-	-	1,925,000
Security System Upgrades	6042	200,000	-	-	-	-	200,000
West Wastewater Treatment Plant (WWTP) Upgrades	6046	8,000,000	8,800,000	-	-	-	16,800,000
Wastewater Treatment Plant (WWTP) Permit Renewal	6048	-	150,000	175,000	-	-	325,000
Quonset Hut - Replacement	6050	495,000	-	-	-	-	495,000
C-51 Reservoir Capacity Allocation	TBD	9,200,000	-	-	-	-	9,200,000
Wastewater Treatment Plant Headworks Upgrades	TBD	2,000,000	-	-	-	-	2,000,000
Rehabilitate High Service Pump Building	TBD	320,000	-	-	-	-	320,000
Water Treatment Plant Infrastructure Improvements	TBD	250,000	275,000	306,000	335,000	375,000	1,541,000
Lime Sludge Handling Process	TBD	300,000	5,500,000	-	-	-	5,800,000
Asphalt Resurfacing	TBD	-	-	225,000	250,000	275,000	750,000
Capital Projects - Other	TBD	250,000	275,000	305,000	335,000	365,000	1,530,000
Service Lines Replacement	TBD	150,000	165,000	1,350,000	675,000	750,000	3,090,000
Rehabilitate Water Treatment Plant (WTP) Ground Storage Tanks	TBD	500,000	600,000	-	-	-	1,100,000
Water Treatment Plant (WTP) Cascade Aerators Replacement	TBD	750,000	700,000	-	-	-	1,450,000
Valve Actuators	TBD	550,000	550,000	-	-	-	1,100,000
Water Treatment Plant (WTP) Tank Demolition	TBD	150,000	-	-	-	-	150,000
Chemicals Containment Rehabilitation	TBD	150,000	175,000	-	-	-	325,000
Water (WTP) and Wastewater (WWTP) Treatment Plant Facilities Remodeling	TBD	600,000	400,000	-	-	-	1,000,000
Exterior and Interior Painting	TBD	250,000	250,000	250,000	250,000	250,000	1,250,000
Facilities Hardening	TBD	610,000	520,000	370,000	-	-	1,500,000
Wastewater Treatment Plant (WTP) Clarifiers Rehabilitation	TBD	-	165,000	1,200,000	1,350,000	-	2,715,000
Wastewater Treatment Plant (WTP) Digesters Rehabilitation	TBD	-	165,000	1,200,000	1,350,000	-	2,715,000

CITY OF MARGATE, FLORIDA
FY 2023 - FY 2027 CAPITAL IMPROVEMENT/MAJOR EQUIPMENT PROGRAM
FIVE (5) YEAR SUMMARY BY FUND

		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FIVE YEAR
FUND	Project Number	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	TOTAL
Wastewater Dump Station	TBD	250,000	275,000	300,000	335,000	365,000	1,525,000
Wastewater Pumping Station Equipment	TBD	250,000	275,000	300,000	335,000	365,000	1,525,000
Chemicals System	TBD	-	165,000	275,000	-	-	440,000
Landscaping Improvements	TBD	32,000	24,750	27,500	30,250	33,000	147,500
Odor Control Rehabilitation	TBD	150,000	1,650,000	-	-	-	1,800,000
Parking Expansion	TBD	40,000	-	-	-	-	40,000
Facilities Expansion	TBD	150,000	450,000	500,000	525,000	600,000	2,225,000
Capital Projects - Other	N/A	1,000,000	-	-	-	-	1,000,000
Total Water/Wastewater Renewal and Replacement Fund (461)		\$ 40,192,000	\$ 38,534,750	\$ 21,980,000	\$ 23,305,750	\$ 22,541,050	\$ 146,553,550

CITY OF MARGATE, FLORIDA
FY 2023 - FY 2027 CAPITAL IMPROVEMENT/MAJOR EQUIPMENT PROGRAM
FIVE (5) YEAR SUMMARY BY FUND

		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FIVE YEAR
FUND	Project Number	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	TOTAL
Summary							
Total Roads Fund (111)		\$ -	\$ 1,165,500	\$ -	\$ -	\$ -	\$ 1,165,500
Total General Capital Projects Fund (334)		5,626,025	-	-	-	-	5,626,025
Total General Obligation Bonds Proceeds 2019 Fund (335)		4,910,000	500,000	-	-	-	5,410,000
Total Water/Wastewater Connection Fees Fund (458)		750,000	500,000	1,000,000	500,000	500,000	3,250,000
Total Water/Wastewater Renewal and Replacement Fund (461)		40,192,000	38,534,750	21,980,000	23,305,750	22,541,050	146,553,550
Total All Funds		\$ 51,478,025	\$ 40,700,250	\$ 22,980,000	\$ 23,805,750	\$ 23,041,050	\$ 162,005,075

Prior year's monies budgeted that are not spent are re-budgeted in future years, if applicable.

Future operating/maintenance costs will be included in departmental budgets as applicable. Funding for future years is determined on a pay-as-you-go basis and funds are available for the current budget year only.

SAMPLE 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
	GENERAL LIABILITY <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
	AUTOMOBILE LIABILITY <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) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		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