



**RFQ 2018-012
Civil Engineering Services**

**CITY OF MARGATE
PURCHASING DIVISION
5790 MARGATE BOULEVARD
MARGATE, FL 33063**

(954) 935-5346

CITY OF MARGATE

REQUEST FOR QUALIFICATIONS – (RFQ) 2018-012 – CIVIL ENGINEERING SERVICES

I. STATEMENT OF WORK:

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 of Margate (“City”) is requesting sealed Qualifications Statements from State of Florida Certified Engineering Firms to provide professional civil engineering services for work to be performed on a continuing contract basis as required by various City of Margate departments.

II. SCOPE OF WORK:

The qualified firm(s) engaged shall provide professional civil engineering services, including but not limited to, design, plan review, permitting, specification development, process evaluation, cost estimation, bid assistance, bid and construction documents, construction management, inspections, etc., on an as needed basis. Work will be completed in sufficient detail to enable the City to advertise for and obtain on a competitive basis, the most favorable cost proposals from qualified contractors. Design plans shall meet all Federal, State, County and Local regulatory agency requirements.

Professional services contemplated include cost studies, feasibility studies, traffic studies, planning and capital needs assessments, regulatory permitting and compliance, design, and various services, including but not limited to survey and topography, site development, landscape architecture, traffic analysis, and project management, during construction.

It is the intent of the City to enter into an agreement with one or more qualified engineering firms. The initial term of the agreement(s) shall be for the period of three (3) years with an option to renew for an additional two (2) year term. No representation or guarantee is made by the City as to minimum or maximum dollar value, volume of work, or type of work that any firm will receive during the full term of the agreement. However, a list of Capital Improvement Projects (C.I.P.) currently under way and those currently anticipated that relate to this solicitation is provided as part of this RFQ as “Attachment A”.

III. SUBMISSION CONTENT:

The City has prepared the following instructions for the compilation of the RFQ in order to minimize costs and response time and to ensure review and evaluation of all applicants in a consistent manner. For that reason, each section of the RFQ response is subject to specific page limitations, as stated in these instructions. In addition, the paper size limit is 8 ½” x 11”, the minimum font size is ten point (10-pt) and lines of text may not be less than single spaced.

Each RFQ submission shall include the following:

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).

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).

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.

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).

Personnel Assigned – Personnel proposed for the project, including all sub consultants, must be identified and their qualifications provided.

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 Board of Professional Engineers (no page limit).

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 V – Insurance).

Attach sample certificates of insurance or equivalent (no page limit).

IV. SUBMISSION REQUIREMENTS

1. Any firm desiring to provide professional services described above shall submit expression of interest including qualifications and experiences, as outlined previously.
2. The City of Margate Purchasing Division will accept sealed Request for Qualification Proposals (RFQ), until 11:00 A.M., on Tuesday, October 9, 2018 in the Office of the Purchasing Division, City of Margate, City Hall, Second Floor, 5790 Margate Blvd., Margate, FL 33063. Proposals received prior to the date and time above will be considered. Proposals received after the time will not be considered and will be returned to the firm(s) unopened.

3. Interested firms shall submit one (1) original, five (5) copies (**NO THREE (3) RING BINDERS**), and one electronic copy on a USB media drive, of the qualifications proposal not later than the date and time as stated above. The proposal packages shall be sealed and clearly marked on the outside “**RFQ 2018-012 – CIVIL ENGINEERING 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 Request for Qualifications. Compliance with all requirements shall be solely the responsibility of the Respondent.
4. 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.
5. **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, Second Floor, City of Margate City Hall, 5790 Margate Boulevard, Margate, FL 33063 prior to the date and time specified.
6. 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 representatives 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.

The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request resubmission. The City shall be the sole judges in the selection of a firm and the resulting agreement that best serves the interest of the City.

7. **ADDENDA, ADDITIONAL INFORMATION**

All questions and requests for additional information in connection with this RFQ shall be directed in writing or by email to Spencer Shambray, Purchasing Manager, 5790 Margate Boulevard, Margate, FL 33063. Fax number (954) 935-5258. Email purchase@margatefl.com.

Any addenda or answers to written questions supplied to participating proposers shall become part of the RFQ 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 2018-012 – Civil Engineering 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 of the City. Also, only communications from Proposers that are signed and submitted in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer. **Questions received less than 7 days prior to the date for submission of proposals may not be answered.** 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.

V. INSURANCE

The awarded Proposer shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which shall be determined by the City prior to contract. Additionally, any subcontractor hired by the awarded Proposer for this Contract shall provide insurance coverage as well. The City shall be named "additional insured" under the appropriate policies. Awarded Proposer agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, 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.

1. The Certificate Holder address shall read:

FOR CITY:

City of Margate
Purchasing Division
5790 Margate Boulevard
Margate, FL 33063
Re: RFQ 2018-012

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 A+.
3. Insurance Companies selected must be acceptable to 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.

VI. 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”) and local Office of Inspector General (“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.

VII. TIME REQUIREMENTS

A. PROPOSAL CALENDAR, NOTIFICATION AND CONTRACT DATES

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

<u>Event</u>	<u>Date</u> (on or by)
1. Issuance of RFQ	Friday, September 14, 2018
2. Receipt of RFQ	Tuesday, October 9, 2018
3. Evaluations	Thursday, October 11, 2018
4. Oral Presentations with Short-listed Firms	Thursday, October 18, 2018
5. Recommendation for Authorization to Negotiate to City Commission	Wednesday, November 7, 2018
6. Negotiations	November 12 - 14, 2018
7. Recommendation for Award by City Commission	Wednesday, November 21, 2018

Be advised that the City is prepared to award a single contract or multiple contracts 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 a Contract 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 either in person, by phone, or by webinar. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm’s proposal. The Selection Committee reserves the right to short-list firms being considered at any point in the evaluation process based upon the evaluation criteria and a review of the submittals. Therefore,

not all firms may be asked to make such oral presentations and subsequently move forward to the final selection process.

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. As stated in the preceding section, the Selection Committee reserves the right to short-list firms being considered at any point in the evaluation process based upon the evaluation criteria and a review of the submittals. Therefore, not all firms may move forward to the final selection process.

VIII. SUMMARY OF PROVIDED DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

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

- (a) Proposal and Offeror's Certification
- (b) Qualifications Statement
- (c) Proof of Insurance (Refer to Section III, Submission Content)

IX. EVALUATION AND SCORING

Selection of the Successful Proposer 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 awarded to each firm. The evaluation totals 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 for the firm.

- 1. Qualifications and experience of the firm and personnel.
- 2. Technical methodology, understanding, and capabilities.
- 3. References and recent experience.
- 4. Presentation of required materials and oral presentation (if applicable).
- 5. Proximity of firm's servicing office to the City and the firm's minority certification status.

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.

The Scoring Criteria is made up of the categories above 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 for establishing a finalist list of the top ranking RFQ submittals.

Firm Project Related Experience in Southeast Florida: The firm will be expected to demonstrate its experience with projects similar to that described in the Statement and Scope of Work sections. Particular attention should be given to projects completed with

Southeast Florida governmental agencies. This information must be included on SF 330 form.

Firm's Personnel Qualifications: 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 form.

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

Firm's Approach to Project Management: The firm shall provide a detailed approach to be utilized in managing projects, including but not limited to coordination with other governmental agencies and other utility companies.

Firm's Resources, Personnel Availability, and Commitment: The firm shall demonstrate a commitment to completing projects on time and within budget. Firm must also demonstrate flexibility to complete projects per client's specifications.

Firms that are or that hire sub-contractors or sub-consultants who are minority businesses, women's business enterprises, and labor surplus area firms are afforded added point values.

EVALUATION CATEGORIES

POINTS POSSIBLE

Qualifications/Experience of the: Firm Individuals and sub-consultants assigned Project Manager	35
Technical: Proposed approach and methodology Understanding of the potential projects Management Capabilities	30
References: Recent experience in similar work Verification and reference responses	25
Presentation: Quality of submittal Quality of oral presentation (if applicable)	5
Location and Designation Considerations: Proximity of servicing office(s) to Margate and/or Broward County Certified minority business enterprise status of the firm	5
GRAND TOTAL:	100

X. **AWARD OF CONTRACT**

The contract or contracts 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.

XI. 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 LIST: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

C. EXPENSES: All expenses for making the proposal to the 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 proposals. Any proposal not withdrawn shall constitute an irrevocable offer for a period of 90 days or until one or more of the proposals have been duly accepted and a contract is awarded. No guarantee or representation is made herein as to the time between the proposal opening and subsequent award.

E. LAWS AND REGULATIONS: All applicable laws and regulations of the U.S. Government (particularly 2 CFR 200), State of Florida, Broward County and ordinances and regulations of the City of Margate and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this RFQ will apply to any resulting agreement.

F. RESULTANT 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 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 contract 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 five (5) years, the records shall be retained until resolution of audit finding.

The Consultant 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 of Margate to perform the service.
- B. Upon request from the City of Margate's custodian of public records, provide the City of Margate 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 Consultant does not transfer the records to the City of Margate.
- D. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Consultant or keep and maintain public records required by the City of Margate to perform the service. If the Consultant transfers all public records to the City of Margate upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.
- E. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ANY RESULTING CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

JOSEPH KAVANAGH, CITY CLERK
Mailing address: 5790 Margate Boulevard
Margate, FL 33063
Telephone number: (954) 954-972-6454
E-mail address: JJKAVANAGH@MARGATEFL.COM

K. ANTI-COLLUSION STATEMENT – By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

L. ASSIGNMENT – Successful Proposer may not assign or transfer this Contract 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 contract documents, the City shall give the Contractor written notice by registered, 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 Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract. (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 Contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the Contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the Contract 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 contract into a subsequent fiscal period, regardless of contract term, is subject to appropriation of funds, unless otherwise authorized by law.

N. LITIGATION VENUE- Any resulting Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of the 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 Proposer is limited to the availability of funds appropriated in the current fiscal period, and continuation of the Contract 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 proposer to notify the City at once, indicating in proposers 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 contract at no further expense to the City.

Q. NOTICE AND COMPLIANCE BY CONTRACTOR: 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.

R. LIABILITY FOR 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 contract documents to be provided by the Owner) to property at the site caused in whole or in part by the Contractor, a sub consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

S. 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.

T. INDEMNIFICATION: TO THE EXTENT PERMITTED BY FLORIDA LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE CITY OF MARGATE, 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. NOTHING CONTAINED IN THE FOREGOING INDEMNIFICATION SHALL BE CONSTRUED TO BE A WAIVER OF ANY IMMUNITY OR LIMITATION OF LIABILITY THE CITY MAY HAVE UNDER THE DOCTRINE OF SOVEREIGN IMMUNITY OR SECTION 768.28, FLORIDA STATUTES.

U. EQUAL EMPLOYMENT OPPORTUNITY - During the performance of work under any resulting contract 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 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, 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, 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 contract or with any of the said rules, regulations, or orders, this contract 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, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, 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, 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*, That if 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 contract.

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, 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.

V. SUSPENSION AND DEBARMENT - 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 Contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, Contractor is required to verify that none of the Contractors, 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 Contract 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 and complete the Debarment Certification attached hereto. 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.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal
Form this _____ day of _____, 2018.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by
_____(Name), who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION

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

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2018.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018
by _____ (Name), who is personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this day of _____, 2018.

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of Partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing was acknowledged before me this ____ day of _____ 2018, by
_____(Name), _____(Title) of
_____(Name of Company) who is personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2018.

Printed Name of Corporation

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

By _____
Secretary

Address of Corporation

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____,

2018, 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

The undersigned certifies under oath the truth and accuracy 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.

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?

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

(name)	(address)	(phone number)
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(name)	(address)	(phone number)
--------	-----------	----------------

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

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

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

(Signature)

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, 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)



NON-COLLUSIVE AFFIDAVIT FOR RFQ 2018-012

State of _____)

County of _____) ss:

_____, 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 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 RFQ 2018-012

State of Florida)
) ss:
County of _____)

BEFORE ME, this _____ day of _____, 2018, personally appeared _____, (Name(s) of individual(s) who appeared before notary), and who did/ did not take an oath, and acknowledged before me that he/she/it executed same.

WITNESS my hand and official seal.

Notary Public
State of Florida at Large

My commission expires:



FISCAL YEAR 2017-2018
ANNUAL OPERATING BUDGET