



## **REQUEST FOR PROPOSALS**

**DATE: MAY 8, 2019**

**RFP NO. 2019-008**

### **ALL INTERESTED PARTIES:**

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

### **PARK IMPROVEMENTS – SOUTHGATE PARK**

Sealed proposals must be received and time stamped in by the Purchasing Division, either by mail or hand delivery, no later than 11:00 A.M., local time on Thursday, June 6, 2019. Any proposals received after 11:00 A.M. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a proposal is received will be resolved against the Offeror.

There will be a non-mandatory pre-proposal conference held on Thursday, May 23, 2019, at 10:00 A.M. Southgate Park, 425 SW 64<sup>th</sup> Avenue, Margate, FL 33063. Parties interested in a City guided site visit must be present at the pre-proposal conference to take advantage of the guided site visit that will immediately follow the pre-proposal conference.

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

Donna Hicks  
Buyer II

## **I. INTRODUCTION**

### **GENERAL INFORMATION**

The City of Margate serves an area of 9.2 square miles with a population of approximately 57,961. It has a City Manager form of government with a City Commission elected by citizens of Margate. These elected officials serve four year terms.

## **II. SCOPE OF SERVICES**

### **PARK IMPROVEMENT SERVICES**

Pursuant to this Request for Proposals ("RFP") package and in compliance with Title 2 Code of Federal Regulations (CFR) Part 200, bidding requirements of which are incorporated herein 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 RFP, the City is soliciting proposals to obtain the services of a qualified firm(s), to provide all labor, materials, tools, supplies, equipment, personnel, permits, etc. for park improvements for the City of Margate Southgate Park located at 425 SW 64<sup>th</sup> Avenue, Margate, FL 33063. As enumerated in Exhibit B (Scope of Services) of this RFP package, improvement services shall include but not be limited to the areas of playground equipment, surfacing of basketball court, walking/jogging trail, multi-purpose field and irrigation.

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.

**MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:** The City of Margate, 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 contractor must take affirmative steps and if subcontracts are to be let, through a prime contractor, that subcontractor 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.

### **III. FIRM QUALIFICATIONS**

This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience expertise in the provision of disaster monitoring services will be utilized.

This section must also identify the contact person and supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications including education, experience etc. that will be required for personnel.

1. Describe the types of park improvement projects the firm has been involved with as the prime contractor.
2. Are personnel on staff or would subcontractors be relied upon to perform services required under this RFP?
3. If subcontractors are prominently relied upon, provide a description of the working relationship with the subcontractors and of the projects competed together.
4. What is the procedure for checking employees' backgrounds? What evidence could be provided to verify this? What background information or qualifications are required from subcontractors and their staff?
5. Demonstrate knowledge of federal reimbursement programs, procedures and guidelines.
6. What communication technology is used among members of the firm and between members of the firm and any key subcontractors?

### **IV. REFERENCES**

Provide a list and description of similar projects satisfactorily performed within the past five (5) years. For each project listed, include the name and telephone number of a representative for whom the project was done to verify satisfactory performance. Proposers should also address the following questions and submit all information related to references in the Forms section of submitted proposals:

1. What park/public/open space improvement projects have been successfully completed within the past five years? Please supply contact name and telephone numbers from these firms to verify the quality and accuracy of the documents that they have reviewed from the firm.

2. What other current or anticipated contractual commitments does the firm have that would be in progress concurrently in the Dade, Broward and Palm Beach county areas if awarded this project?

## **V. SCOPE OF SERVICES**

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

## **VI. TIME REQUIREMENTS**

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

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

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposals	May 8, 2019
2. Preproposal Meeting	May 23, 2019
3. Receipt of Proposals	June 6, 2019
4. Proposal Evaluations	Week of June 13, 2019
5. Interviews (if required)	Week of June 20, 2019
6. Contract Negotiations	Week of June 27, 2019
7. Award of Contract	July 10, 2019

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

## **VII. PROPOSAL REQUIREMENTS**

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

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

1. **No faxed or emailed proposals will be accepted.** An original copy (so marked) of the Proposal, six (6) copies and one electronic version (on a USB drive) shall be submitted to the City of Margate, City Hall, 5790 Margate Boulevard, Margate, FL 33063 to the attention of Donna Hicks, Buyer II. It should include the following:

- a. Title Page. Title page showing the request for proposals' subject, the firm's



name; the name, address and telephone number of contact person; and the date of the proposal.

b. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

c. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer's understanding of the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to perform the contract, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Transmittal Letter indicating the agent's title or authority.

d. Technical Proposal. The detailed proposal should follow the order set forth in Section VII (B) of this Request for Proposals. In addition please refer to Section III Firm Qualifications and Section IV References for additional supplemental information to be addressed.

e. Forms. All forms required to be completed and submitted are to be included in this section. The forms include: Offeror's Certification, Non-Collusive Affidavit, Offeror's Qualification Statement, Byrd Anti Lobbying Certification, Reference Sheet, Exhibit B, and any other forms (including addenda) required to be completed are to be included under a Forms tab with submitted proposals.

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

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

2. Proposals must be submitted in a sealed envelope clearly marked with the name of the submitting firm "Park Improvements – Southgate Park RFP 2019-008".

## **B. TECHNICAL PROPOSAL**

### **1. General Requirements**

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

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

## 2. License to Practice in Florida

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

## 3. Firm Qualifications and Experience

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

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

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

## 4. Bonding

This section shall include a letter from the Contractor's surety company providing proof of performance and payment bonding capability large enough to handle the potential park improvements operations up to \$1,000,000 or 100% of the contract value, whichever is greater.

Upon award of any contract for services related to this RFP, the Successful Offeror, will submit performance and payment bonds. A copy of all applicable bonds shall be submitted via email to the email address specified by City with the original(s) of the bonds delivered to the City within 3 business days of award notification. Offeror shall provide certificates of insurance in the manner, form and amount(s) specified immediately upon notification of contract award.

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

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

Financial Stability: Each Contractor shall certify and provide a statement that it is financially stable and has the necessary resources, human and financial, to provide the services at the level required by the City. Each Contractor shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the Proposal. Provide clear and sufficient information that will provide insight to the City about the financial qualifications, fitness, and stability of the Contractor.

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

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

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

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

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

#### 7. Specific Management Approach

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

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

- a. Proposed approach to the park improvement services.
- b. Level of staff to be assigned.
- c. Approach to be taken to gain and document an understanding of the City of Margate's internal controls and documentation requirements.
- d. Firm must exhibit the ability to perform in a multi-site environment and provide a listing of equipment available including office and computer equipment which will be utilized on this project.

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

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

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

### **C. PRICE PROPOSAL**

1. Provide City with firm fixed fee pricing related to all operations and services outlined in Exhibit C (Proposal Form). The Contractor will provide all materials, services and expenses necessary for the park improvements as needed and ordered by the City. The submitted price proposal shall be inclusive of all related expenses, including, but not limited to, materials, construction and all incidentals. The contractor must comply with 2 CFR 200.318 (J) (2), regarding time and materials contracts. Specifically, "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".

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

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

3. Manner of Payment

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

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

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

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

## **VIII. EVALUATION OF PROPOSALS**

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

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

<b><u>CRITERIA</u></b>	<b><u>POINT RANGE</u></b>
Overall quality of proposal (playground site plan, warranties, quality of goods, other proposed services or amenities, etc.)	0 – 40
Firm's experience and past performance on similar projects	0 – 20
Approach to delivering a timely project with an innovative design (including work plan and schedule)	0 – 25
Cost	0 – 15
Total	<u>100</u>

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

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

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

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

### **B. ORAL PRESENTATIONS**

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

### **C. FINAL SELECTION**



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

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

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

- (a) Proposal and Offeror's Certification
- (b) Non-Collusive Affidavit
- (c) Qualification Statement
- (d) Byrd Anti Lobbying Certification
- (e) Scrutinized Company Certification
- (f) Statement of Compliance
- (g) Certificate of Insurance

#### **X. AWARD OF CONTRACT**

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

#### **XI. GENERAL CONDITIONS**

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

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

**E. 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. AGREEMENT/CONTRACT:** Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City and shall contain, at a minimum, applicable provisions of the Request for Proposal. The City reserves the right to reject any agreement that does not conform to the Request for Proposal and any City requirements for agreements and contracts.

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

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

**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 certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the 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:** This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of the Agreement shall be 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. GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items/services offered on the proposal prior to delivery/performance, it shall be the responsibility of the Contractor to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Margate reserves the right to accept any such alteration, including any price adjustments occasioned hereby, or to cancel the contract at no further expense to the City.

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

**Q. 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.

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

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

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

Warranty of Title: Successful offeror warrants that all equipment delivered under the contract shall be of new manufacture and that successful offeror possesses good and clear title to said equipment and there are no pending liens, claims or encumbrances whatsoever against said equipment.

**S. 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 contractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

**T. TRIAL BY JURY:** CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

**U. 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.

**V. 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.

**W. 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.

**X. 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 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 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 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 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 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.

**Y. CONE OF SILENCE:** All Contractors/Vendors 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. Contractors are not to contact any member of the Selection/Evaluation Committee (SEC). Any and all correspondence must be directed to the Purchasing Division, City of Margate, 5790 Margate Boulevard, Margate, FL 33063 or by email at [purchase@margatefl.com](mailto:purchase@margatefl.com).



**Z. 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.

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

**AB. CITY PERMITS:** The Contractor shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. City permit fees will not be waived and should be included in your bid proposal. A City permit fee schedule can be obtained from the City's website at [www.margatefl.com](http://www.margatefl.com) under the Building Department by clicking on the link provided for permit fees. Any questions regarding the requirements to obtain a permit from the City of Margate Building Department should be directed to (954) 970-3004.

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

**AD. RATES:** Rates shall remain firm and fixed for the initial contract term. Rates for any extension term are subject to negotiation between the parties and any changes require City Commission approval. In the event the Contractor wishes to adjust the rates for the extension term, Contractor shall notify the City in writing ninety (90) days prior to the contract anniversary date, and include in the notice the requested adjustments including full documentation of the requested changes. If no notice is received by that date, it will be assumed by the City that no adjustment is requested by the Contractor and that the rates will remain the same for the extension term. If the City requests an adjustment it will notify the Contractor under the same terms and schedule. Within thirty (30) days of notice, the parties shall meet to resolve any differences and agree on rates

for the extension term (not to exceed a maximum of 5% increase). In the event that the rates cannot be resolved to the City's satisfaction, the City Manager or designee reserves the right to terminate the contract at the end of the initial contract term.

**AE. 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.

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

**AG. 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 Contract.

**AH. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**

(1) Affirmative steps for the prime contractor to take regarding subcontractors must include steps as detailed in Section II – Scope of Services.

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

**AI. 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 contract.

(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."

## **AJ. INSURANCE**

The Proposer shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which shall be determined by the City. Additionally, any subcontractor hired by the Proposer for this contract shall



provide insurance coverage as well. The City shall be named "additional insured" under the appropriate policies. Refer to the attached sample insurance certificate.

#### **AK. RECORDS/AUDITS**

1. The City of Margate is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically the Contractor shall:
  - a) Upon completion of the project, the Contractor must retain and maintain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein. In the event litigation ensues, then Contractor shall retain all records hereunder for a period of seven (7) years after conclusion of the litigation, including any and all appeals. Upon completion of this retention period, contractor shall, at no cost to the City, transfer all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the retention period, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the retention period, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City. This requirement applies to the prime Contractor and all sub-contractor's project records. However, it is the responsibility of the prime Contractor to provide all of the records, both for the prime Contractor and sub-contractor's records.
  - b) Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
2. During the term of the contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach



Counties, all books of account, reports and records relating to this contract.

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

**Telephone number:**

**(954) 954-972-6454**

**E-mail address:**

**recordsmanagement@margatefl.com**

**Mailing address:**

**5790 Margate Boulevard**

**Margate, FL 33063**

#### **AL. TIME AND MATERIAL CONTRACTS IF REQUIRED**

As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

1. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.
2. All Time and Materials contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.
3. All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm.
4. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

#### **AM. CHANGE ORDERS**

1. The City, without invalidating this Agreement, may order additions, deletions, or revisions to the Work. A written Amendment, Change Order, or Work Change Directive shall authorize such additions, deletions, or revisions.
2. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for

completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.

3. No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.
4. The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
5. The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.
6. If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.
7. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented.
8. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.
9. Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.
10. The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:
  - a) By a cost analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
  - b) When only nominal quantities are to be changed, change order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the

previous paragraph.

#### **AN. FINAL PROJECT CLOSE OUT**

Upon final inspection of the project by the City, the Contractor(s) shall submit a detailed description of all work performed.

Services not specifically identified in any Contract derived from this request may be added to the Contract upon mutual consent of the contracting parties.

#### **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 if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.73, Florida Statutes; or
  - ii. Is engaged in business operations in Syria.
- c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.
- d. The City shall reserve the right to terminate any contract resulting from this solicitation if the awarded Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_

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

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019,  
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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
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 \_\_\_\_\_, 2019  
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 \_\_\_\_\_, 2019.

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

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

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

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019,  
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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
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 \_\_\_\_\_, 2019,

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

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

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

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

WITNESS my hand and official seal.

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

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

NON-COLLUSIVE AFFIDAVIT

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

)ss.

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

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

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

By:

\_\_\_\_\_

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

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

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2019, by \_\_\_\_\_, who is personally  
known to me or who has produced \_\_\_\_\_ as identification and  
who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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



**OFFEROR'S**  
**QUALIFICATION STATEMENT**

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

SUBMITTED TO: City of Margate (Purchasing Manager)

ADDRESS: 5790 Margate Boulevard  
Margate, Florida 33063

**CIRCLE ONE**

SUBMITTED BY: \_\_\_\_\_ Corporation  
NAME: \_\_\_\_\_ Partnership  
ADDRESS: \_\_\_\_\_ Individual  
PRINCIPAL OFFICE: \_\_\_\_\_ Other

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

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

The address of the principal place of business is:

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

2. If Offeror is a corporation, answer the following:

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's name: \_\_\_\_\_

d. Vice President's name: \_\_\_\_\_

e. Secretary's name: \_\_\_\_\_

f. Treasurer's name: \_\_\_\_\_

g. Name and address of Resident Agent: \_\_\_\_\_

3. If Offeror is an individual or a partnership, answer the following:

a. Date of organization: \_\_\_\_\_

b. Name, address and ownership units of all partners:

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

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

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

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

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFP. Please attach certificate of competency and/or state registration.

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

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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)



**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 \_\_\_\_\_ (Name and Title)

STATE OF \_\_\_\_\_ )  
) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath. WITNESS my hand and official seal, 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)

## **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/>.

**Code of Federal Regulations (CFR) §200.318 - §200.326 data is current as of October 12, 2018**

Title 2 → Subtitle A → Chapter II → Part 200

Title 2: Grants and Agreements

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

**§200.318 General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(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.

(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 §200.213 Suspension and debarment.

(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.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

#### **§200.319 Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. 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.

(b) 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.

(c) 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.

(d) 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.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

#### **§200.320 Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). 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 bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

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

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

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

(iii) 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.

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

(i) Bids must be solicited from an adequate number of known suppliers, 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;

(ii) 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;

(iii) 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;

(iv) 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

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

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;



(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor 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 are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

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

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

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

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

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

**§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 (1) through (5) of this section.

#### **§200.322 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.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

#### **§200.323 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—Cost Principles 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.

**§200.324 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.

#### **§200.325 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 obligations 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.

#### **§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

## **ATTACHMENT A**

### **SAMPLE OF INSURANCE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	PRODUCER	
	CUSTOMER ID #:	
	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 POLICY 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 VARY BY PAID CLAIMS.

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

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

The City of Margate additional Insured for General Liability Only

## 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
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ACORD 25 (2009/09)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE

## **ATTACHMENT B**

### **SCOPE OF SERVICES**

**ATTACHMENT B**  
**SCOPE OF SERVICES**  
**RFP NO. 2019-008 – PARK IMPROVEMENTS – SOUTHGATE PARK**

The City of Margate ("City") is requesting qualified firms and/or project teams to submit Proposals for the purpose of improvements to the City's Southgate Park located at 425 SW 64<sup>th</sup> Avenue, Margate, FL 33063. The Scope of Services and required deliverables are outlined below.

**A. PLAYGROUND**

Remove existing Equipment, install new playground equipment designed for ages 2-5 and 5-12 including new playground safety surfacing (GRASS) in accordance with ASTM safety standards, construct a shade canopy that covers 100% of the playground area. Shade canopy must include running electrical wires inside the frame, and install four (4) LED lighting fixtures. Overall design of the playground must meet the requirements of ADA with an emphasis on inclusive play features for all unique abilities. Playground equipment must have a minimum warranty of 15 years.

**B. SURFACING OF BASKETBALL COURT**

The Contractor will apply (2) Coats of Acrylic Resurfacer over entire court area to fill voids and provide smooth surface.

The Contractor will apply (3) Coats of Acrylic Color Concentrate (two-tone), to provide in depth color over court surface.

*\* Inner court color to match existing color*

*\* Outer court color to match existing color*

The Contractor will accurately locate, mark, and paint two-inch-wide playing lines to match existing court dimensions using white textured heavy bodied acrylic latex paint.

The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.

**C. WALKING/JOGGING TRAIL**

Construct a new 8' wide asphalt walking trail along the perimeter of the open space located south of the Basketball Court.

**D. MULTI PURPOSE FIELD**

The existing open grass area south of the Basketball Court shall be 100% replaced with St. Augustine – Floratam sod.

**E. IRRIGATION**

The contractor will install a new irrigation system with 100% head to head coverage for the entire boundary of the property line and adjacent easements. Water source for the irrigation shall be Potable Water. Existing Pump house may be used, should the contractor wish to utilize it.

**F. CONTINGENCY**

Contingency for unforeseen or unanticipated related work. Contingency funded work requires CITY'S prior written authorization.



**ATTACHMENT C**

**PROPOSAL FORM**

## ATTACHMENT C

### RFP 2019-008 PROPOSAL FORM

#### Park Improvements – Southgate

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

SERVICE TO BE PERFORMED	TOTAL
A. Remove/Replace Existing Playground	\$
B. Resurface Basketball Court	\$
C. Construct New Walking/Jogging Trail	\$
D. Multi-Purpose Field – Sod	\$
E. Irrigation	\$
F. Contingency	\$ 10,000.00
<b>Grand Total</b>	\$

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

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

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

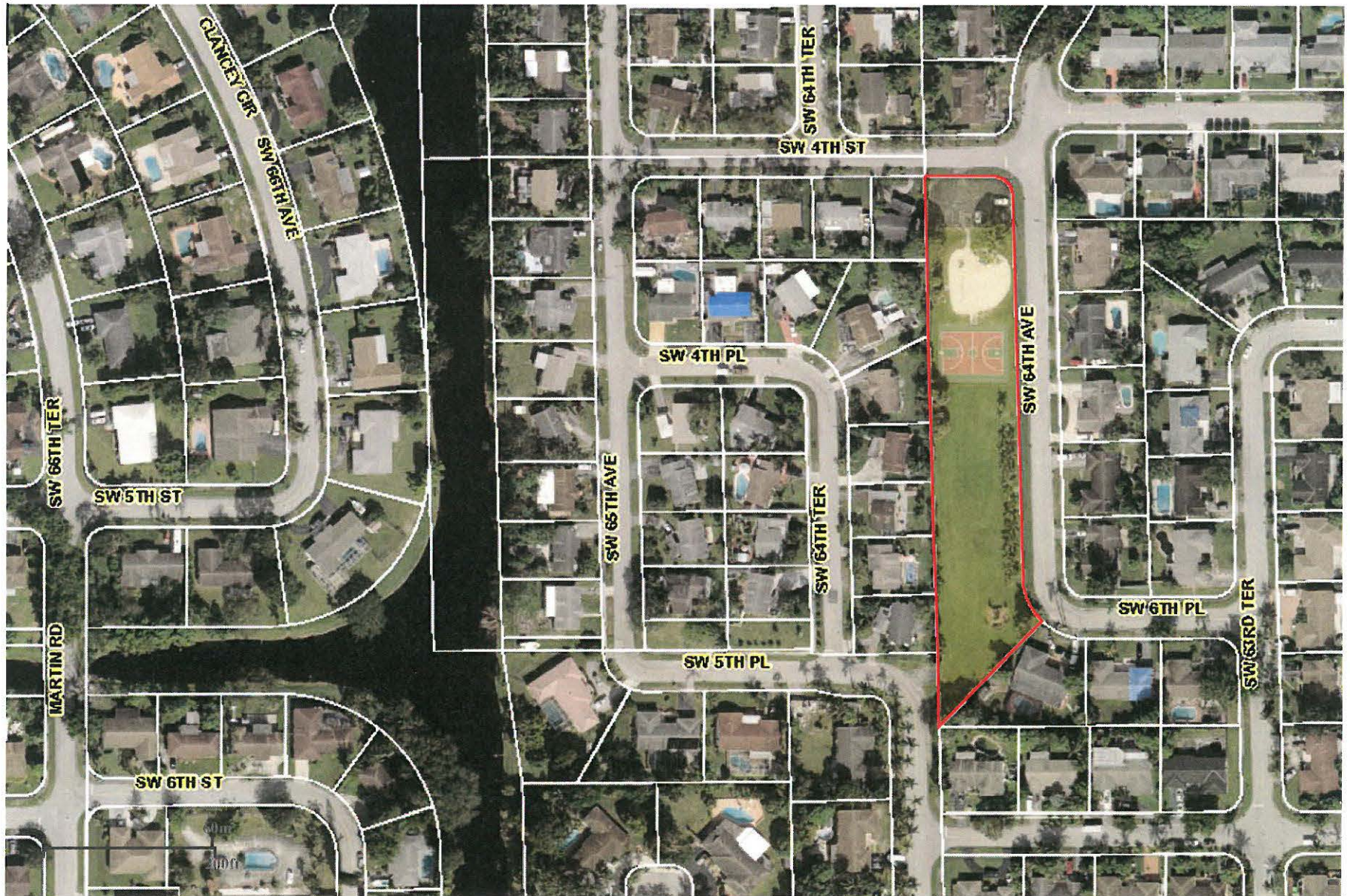
**ATTACHMENT D**

**PROJECT AERIAL PHOTOS**











## **ATTACHMENT E**

### **SAMPLE FORM OF AGREEMENT**



## CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_ day of July \_\_\_\_, 2019, by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "CITY"); and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

### ARTICLE I

#### THE CONTRACT DOCUMENTS

The Contract Documents consist of all of the following: Request for Proposal (RFP) 2019-008 document in its entirety, CONTRACTOR'S executed RFP Proposal Form, Offeror's Certification Form, Non-Collusive Affidavit, CONTRACTOR'S response and submissions related to RFP 2019-008 which are inclusive of the one clarified proposal dated \_\_\_\_\_, \_\_\_\_, 2019 and associated pricing, all addenda and acknowledgements, which are made a part of this contract, and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

## **ARTICLE 2**

### **SCOPE OF THE WORK**

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies, and services necessary to perform all of the work required by the Contract Documents for:

**RFP NO. 2019-008**

**Park Improvements – Southgate Park**

## **ARTICLE 3**

### **CONTRACT TIME**

TIME IS OF THE ESSENCE OF THIS CONTRACT. The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and subject to authorized adjustments shall be totally complete and ready for final payment within 120 days from the date of Contract Commencement. Failure to achieve timely final completion shall be regarded as a breach of this Contract and subject to appropriate remedies.

## **ARTICLE 4**

### **CONTRACT SUM**

1. THIS IS A LUMP SUM CONTRACT BASED ON STANDARD BASE SERVICES TO BE PERFORMED AND DELIVERABLES PLUS OR MINUS AND OPTIONAL SERVICES AND DELIVERABLES. CITY shall pay to CONTRACTOR for standard base services and deliverables the amount of \$ \_\_\_\_\_ ( \_\_\_\_\_ ) upon its determination that all associated work has been completed.

CITY shall have the sole discretion to amend the base pay to CONTRACTOR for optional services, deliverables, and contingency operations as detailed below upon its determination that all associated work for a given optional service, deliverable or deliverable has been satisfactorily completed.

- Contingency for unforeseen or unanticipated related work: \$ 10,000.00.\*

\*Note: Contingency funded work requires CITY's prior written authorization.

2. Payment shall be made at the Contract lump sum price with allowance for progress payments. This price shall be full compensation for all costs associated with completion of all the work in full conformity with the requirements as stated or shown, or both in the Contract Documents.

## **ARTICLE 5**

### **PAYMENT**

1. The CONTRACTOR shall requisition payment for work completed. Payment shall be made as above provided upon full completion of the job as determined by CITY together with properly executed releases of liens by all subcontractors, suppliers and materialmen as may be required by CITY. CITY shall make payment to CONTRACTOR within 45 calendar days after its approval.
2. CITY may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
  - a. Defective work not remedied.
  - b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
  - c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
  - d. Damage to the CITY or to another contractor not remedied.
  - e. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract time.
  - f. Reasonable evidence that the work will not be completed within the Contract Time.
  - g. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

## **ARTICLE 6**

### **FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the CITY to the CONTRACTOR when all outstanding work has been completed and all controversy regarding the preceding has been settled to the CITY'S satisfaction.

## ARTICLE 7

### MISCELLANEOUS PROVISIONS

1. Terms used in this Agreement which are defined in the Special and General Conditions of the Contract shall have the meanings designated in those Conditions.
2. 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 Seventeenth Judicial Circuit in and for Broward County, Florida.
3. 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.
4. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment.
5. CONTRACTOR in undertaking its obligations pursuant to this Contract shall not substitute any partnership identified in its original RFP response dated \_\_\_\_\_, 2019 unless CITY shall first consent in writing to said partnership substitution.
6. Violation of the terms of Paragraph 4 and/or 5 shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
7. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.
8. **CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**



9. **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 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 Contractor 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 Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate 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 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.

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

**Telephone number:**  
**(954) 954-972-6454**  
**E-mail address:**  
**recordsmanagement@margatefl.com**  
**Mailing address:**  
**5790 Margate Boulevard**  
**Margate, FL 33063**

**10. Scrutinized Companies:** In accordance with section 278.135, 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 section 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 section 215.73, Florida Statutes; or
  - ii. Is engaged in business operations in 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 reserves the right to terminate this contract if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**11. Legal Representation:** It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this

Agreement and accordingly, the rule that a contract shall be interpreted against the party preparing same shall not apply herein due to the joint contributions of both parties.

12. **Force Majeure:** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
13. **Indemnification:** Contractor will indemnify and defend the City's officers, directors, and employees ("Agency Indemnitees") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnatee resulting from any negligent act, error or omissions, or willful misconduct of the Contractor under or related to this Agreement, except in the case of negligent acts, omissions, or willful misconduct of the City or claims that fall under Workers Compensation Coverage.
14. **No Third Party Beneficiaries:** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
15. **Non-Discrimination and Equal Opportunity:** During the performance of this Agreement, neither of the Parties nor the Parties' employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall received consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
16. **Counterparts:** If this Agreement requires the signature of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.
17. **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.

IN WITNESSETH WHEREOF, CITY and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**CITY OF MARGATE**

\_\_\_\_\_  
Anthony N. Caggiano, Mayor

\_\_\_\_\_  
Cale Curtis, Interim City Manager

\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_ day of \_\_\_\_\_, 2019

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_ day of \_\_\_\_\_, 2019

**FOR CONTRACTOR**

**FOR CORPORATION:**

\_\_\_\_\_  
**President**

\_\_\_\_ day of \_\_\_\_\_, 2019

**(CORPORATE SEAL)**

\_\_\_\_\_  
**Secretary**

\_\_\_\_ day of \_\_\_\_\_, 2019

**AGREEMENT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR THE  
PROPOSED CITY OF MARGATE PARK IMPROVEMENTS – SOUTHGATE PARK RFP  
NO. 2019-008**