



REQUEST FOR PROPOSALS

DATE: May 12, 2020

RFP NO. 2020-011

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, 2nd Floor, 5790 Margate Boulevard, Margate, FL 33063 for the services described below:

PARK IMPROVEMENTS – BOCCE BALL COURTS – DAVID 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 4, 2020. 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 28, 2020 at 10:00 A.M. at DAVID PARK, located at 6199 NW 10th Street, 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.

The pre-proposal conference, receiving of bid packages and/or bid opening location is subject to change and/or delay and may be converted to teleconferencing due to COVID-19.

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 to 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 59,100. 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, 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 David Park located at 6199 NW 10th Street, Margate, FL 33063. As enumerated in Attachment B (Scope of Services) of this RFP package, improvement services shall include but not be limited to bocce ball courts, court lighting, sidewalks and patio.

III. FIRM QUALIFICATIONS

This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Proposer must provide documented experience with a minimum of five projects.

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 completed 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. 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 12, 2020
2. Preproposal Meeting	May 28, 2020
3. Receipt of Proposals	June 4, 2020
4. Proposal Evaluations	June 10, 2020
5. Interviews (if required)	June 11, 2020
6. Contract Negotiations	June 23, 2020
7. Award of Contract	July 8, 2020

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 Spencer Shambray, CPPB, Purchasing Manager. It should include the following:

- a. Title Page. Title page showing the Request for Proposals' subject, the firm's name; the name, address and telephone number of contact person; and the date of the proposal.
 - b. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
 - c. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer's understanding of the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to perform the contract, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Transmittal Letter indicating the agent's title or authority.
 - d. Technical Proposal. The detailed proposal should follow the order set forth in Section VII (B) of this Request for Proposals. In addition, please refer to Section III Firm Qualifications and Section IV References for additional supplemental information to be addressed.
 - e. Forms. All forms required to be completed and submitted are to be included in this section. The forms include: Offeror's Certification, Non-Collusive Affidavit, Offeror's Qualification Statement, Scrutinized Company Certification, Reference Sheet, 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 "RFP 2020-011 Park Improvements – Bocce Ball Courts – David Park".

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.

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.

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.

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.

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, the scope of work and 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:

<u>CRITERIA</u>	<u>POINT RANGE</u>
Overall quality of proposal (Bocce Ball Courts 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) Scrutinized Company Certification
- (e) Drug-Free Workplace Program Form
- (f) 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. EXPENSES: All expenses for making the proposal to the City are borne by the Proposer.

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

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

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

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

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

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

I. RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE: The successful proposer shall preserve and make available all financial records, supporting documents, statistical records and any other documents pertinent to this 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.

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

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

L. TERMINATION: (a) Termination for Cause - In the event the Successful Offeror (Contractor) shall default in any of the terms, obligations, restrictions or conditions in the 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.

M. LITIGATION VENUE: This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of the Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

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

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

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

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

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

R. DAMAGE: The Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the 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.

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

T. INDEMNIFICATION: To the extent permitted by Florida law, Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys' fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

U. 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.

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

W. CONE OF SILENCE: 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.

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

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

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

Z. CITY PERMITS: The Contractor shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. 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 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.

AA. DISPUTES: NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL

BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

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

AC. INSURANCE

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

AD. RECORDS/AUDITS

1. The City of Margate is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a) Upon completion of the project, the Contractor must retain and maintain all records pertaining to the services and the contract for these services and make them available to the City for a period of 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) 972-6454

E-mail address:

recordsmanagement@margatefl.com

Mailing address:

5790 Margate Boulevard

Margate, FL 33063

AE. CHANGE ORDERS

1. The City, without invalidating this Agreement, may order additions, deletions, or revisions to the Work. A written Amendment, Change Order, or Work Change Directive shall authorize such additions, deletions, or revisions.

2. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.
3. No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.
4. The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
5. The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Parks & Recreation 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.

AF. FINAL PROJECT CLOSE OUT

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

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

AG. SCRUTINIZED COMPANIES

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

- a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.73, 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 _____, 20__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization on this ____ day of _____, 20__, by _____ (Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION

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

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this ____ day of _____, 20__.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization on this ____ day of _____, 20__, by _____ (Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this ____ day of _____, 20__.

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of Partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization on this ____ day of _____, 20__, by _____ (Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this ____ day of _____, 20__.

Printed Name of Corporation

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

By _____
Secretary

Address of Corporation

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization on this ____ day of _____, 20__, by _____ (Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

NON-COLLUSIVE AFFIDAVIT

State of _____)

) ss.

County of _____)

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered
in the presence of:

By:

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of
County of

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization on this ____ day of _____, 20____, by _____ (Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

**OFFEROR'S
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. (Attach corporate documents from the State of Florida (sunbiz.org) to this statement.)

The correct name of the Offeror is: _____

The address of the principal place of business is:

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

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

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

a. Date of organization: _____

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

c. State whether general or limited partnership: _____

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

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

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

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

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

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

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

(Signature)

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization on this _ day of _____, 20____, by _____ (Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

SCRUTINIZED COMPANIES CERTIFICATION

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

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

VENDOR/COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

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

DRUG-FREE WORKPLACE PROGRAM FORM

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

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

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

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

SIGNATURE OF BIDDER: _____ **DATE:** _____

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):
	E-MAIL:	
	ADDRESS:	
	PRODUCER:	
	CUSTOMER ID #:	
INSURED	INSURER(S) AFFORDING COVERAGE	
	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 BE REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NO	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1M
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 5K
							PERSONAL & ADV INJURY \$ 1M
							GENERAL AGGREGATE \$ 1M
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1M
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 500K
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 300,000

Note:

When applicable, the insured shall provide a copy of authorized certificate or

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

© 1988- 2009 ACORD CORPORATION. All rights reserved.

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

EXHIBIT B
SCOPE OF SERVICES
RFP NO. 2020-011 – PARK IMPROVEMENTS –
BOCCE BALL COURTS – DAVID 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 David Park, 6199 NW 10th Street, Margate, FL 33063. The Scope of Services and required deliverables are outlined below.

A. BOCCE BALL COURTS

Contractor shall remove and dispose of all existing sod and loose material. Grade and compact existing subgrade. Form, place, and finish (2) 60' x 12' x 4" deep 3000 PSI concrete slabs with wire mesh, and a thickened edge. Adhere artificial turf material atop the concrete slabs. Turf needs to be designed for Bocce Ball Courts, or Golf Putting, with a **ZERO** infill design, and must include a manufacturer's warranty of a minimum of 5 years. Contractor shall install a 6" h x 4" w (pressure treated wood or composite board) perimeter border curbing with weep holes, with a 1¼ " - top board of equal material. Install a total of four (4) hinge gates for both courts to provide ADA accessibility.

B. COURT LIGHTING

Contractor shall install light poles and fixtures to light the total area of 60' x 30' = 1,800 sq. ft. designed to meet 10 foot candles in the playing area. City will provide electrical service within 6' of the court area. Design must meet the 2017 Florida Building Code.

C. SIDEWALKS / PATIO

Contractor shall install new 6' wide x 4" deep x 66' long concrete sidewalk between the two (2) Bocce Ball Courts to connect the existing park sidewalk. Sidewalks shall be designed to meet the 2017 Florida Building Code.

D. Permits

Contractor shall be responsible for obtaining all permits necessary to complete all above work related to the project.

ATTACHMENT C
PROPOSAL FORM

ATTACHMENT C

RFP 2020-011 PROPOSAL FORM

Park Improvements – Bocce Ball Courts – David Park

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. Bocce Ball Courts (2), Court Lighting, Sidewalk/Patio	\$
B. Contingency (Work must be approved by City)	\$ 2,500.00
C. Permit Fees Allowance – Direct Pass Through	\$ 2,500.00
Grand Total	\$

Other Proposed Services or Amenities – Proposer may include other amenities and/or services and provide the proposed lump sum or each item. A full description of the other amenities or services being proposed, if any, shall accompany the submitted price proposal.

D. OTHER PROPOSED SERVICES OR AMENITIES	TOTAL
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL - Other Proposed Services or Amenities Only	\$

Proposer's Name: _____

Proposer's Signature: _____

Date: _____

ATTACHMENT D

SAMPLE FORM OF AGREEMENT



CONTRACT

THIS CONTRACT, made and entered into this ____ day of May ____, 2020, 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) 2020-011 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 2020-011 which are inclusive of the one clarified proposal dated _____, ____, 2020 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. 2020-011

Park Improvements – Bocce Ball Courts – David 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 90 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: \$ 2,500.00.*

*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 _____, 2020 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 Indemnitee 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 receive 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

Tommy Ruzzano, Mayor

Cale Curtis, City Manager

____ day of _____, 2020

____ day of _____, 2020

ATTEST:

APPROVED AS TO FORM:

Joseph J. Kavanagh, City Clerk

Janette M. Smith, City Attorney

____ day of _____, 2020

____ day of _____, 2020

FOR CONTRACTOR

FOR CORPORATION:

President

____ day of _____, 2020

(CORPORATE SEAL)

Secretary

____ day of _____, 2020

**AGREEMENT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR THE
PROPOSED CITY OF MARGATE PARK IMPROVEMENTS – BOCCE BALL COURTS –
DAVID PARK RFP NO. 2020-011.**

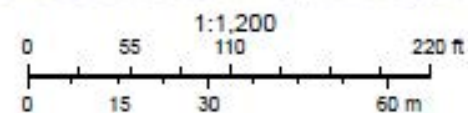
ATTACHMENT E
BOCCE COURT LOCATION MAP
BOCCE COURT SAMPLE

Property Id: 484125031060

**Please see map disclaimer



June 18, 2019



SAMPLE OF DESIRED OUTCOMES

