



**MARGATE COMMUNITY REDEVELOPMENT AGENCY
5790 MARGATE BOULEVARD
MARGATE, FLORIDA 33063**

**REQUEST FOR QUALIFICATIONS
MCRA RFQ NO. 2021-02
GENERAL ENGINEERING CONSULTING SERVICES**

PROPOSAL SUBMISSION DATE: 02/02/21

PROPOSAL SUBMISSION TIME: 11:00 AM

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

**MARGATE COMMUNITY REDEVELOPMENT AGENCY
GENERAL ENGINEERING CONSULTING SERVICES
MCRA 2021-02**

The Margate Community Redevelopment Agency ("MCRA") is seeking Request for Qualifications (RFQ) from Florida Certified Engineering Firms for General Engineering Consulting Services on a continuing contract basis as required by the MCRA.

I. PURPOSE:

The MCRA is interested in entering into agreements with a minimum of two (2) Civil Engineering Firms to assist in the implementation of projects identified in the MCRA five-year capital plan (Exhibit B). Projects/Tasks shall generally be awarded on a rotation basis, unless a firm possesses a particular skill or experience that would be required for the completion of a specific project/task, as determined in the sole discretion of the MCRA.

Pursuant to this Request for Qualifications ("RFQ") package and in compliance with the Consultant's Competitive Negotiation Act ("CCNA"), Florida Statutes Section 287.055, 2 Code of Federal Regulations (CFR) Part 200, and all other applicable Federal, State and local regulations, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this RFQ, the Margate Community Redevelopment Agency (MCRA) seeks to identify firms with substantial experience and capabilities to perform continuing professional engineering consulting services on an open ended continuing services basis. Anticipated disciplines include: civil, environmental, sanitary, storm water, traffic and traffic calming, surveying, landscape architecture, and full service parks and recreation planning and design.

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

Any professional services awarded through this RFQ will be for projects that do not exceed \$4,000,000 in basic construction cost and for study activity if the fee for professional services for each individual study does not exceed \$500,000.

Potential projects may include but are not limited to streetscape improvements, capital projects, utility and infrastructure improvements, park redevelopment, property surveys, landscape architecture, as well as other projects on an as needed basis.

The information submitted in response to the RFQ will be used by the MCRA to make this determination. Additionally, evaluation points will be assigned to information contained in the package to aid in reducing the total number of submittals to fewer than two firms. These short listed firms may then be invited to make presentations to the selection committee at a future date, if the selection committee feels additional information about this firm is necessary.

II. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The MCRA, 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. SCOPE OF SERVICES: This Request for Qualifications (R.F.Q.) is solicited by the MCRA to hire a qualified firm to provide civil engineering services, including but not limited to, design, plan review, permitting, specification development, process evaluation, cost estimation, bid assistance, bid and construction documents, construction management, inspections, etc. Work will be completed in sufficient detail to enable the MCRA to advertise for and obtain on a competitive basis, the most favorable cost proposals from qualified contractors. Design plans shall meet all Federal, State, County and Local regulatory agency requirements.

IV. THE SUBMITTAL PACKAGE:

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

The submittal package must be organized in the following manner:

1. **Transmittal Letter** – This is to be an up to two-page document to transmit the RFQ package. The letter shall provide the name, title, address and telephone number of the official corporate contact, and an alternate. These individuals shall have the authority to bind the consulting firm and shall be available to attend appropriate meetings (two pages maximum, single sided).
2. **Check List (Exhibit A)**
3. **Corporate History** – Briefly describe the corporate history of the company. Also, describe the corporate history of any joint ventures or key sub consultants proposed for any of this type of project. Firms that are short-listed may be required to submit audited financial statements to demonstrate current financial condition and stability that will become public information as provided in Chapter 119, Florida Statutes (up to two pages maximum, single sided).
4. **Corporate Qualifications** – Summarize relevant corporate experience that demonstrates specific knowledge of similar projects and services completed within the last five years in Florida. Provide a short description of the qualifications of specific people assigned to this project as they relate to the type of work to be performed. This narrative is in addition to Standard Form 330, Architect-Engineer Qualifications.
5. **Project Team** – Identify key personnel and their qualifications for these services and describe qualifications of assigned support personnel. This should be summarized in two pages, single sided maximum. In addition, attach a one page current organization chart (not counted as part of the page limit). All resumes, if included, should be included under "Additional RFQ Information" tab.)

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

V. SUBMISSION REQUIREMENTS:

1. The City of Margate Purchasing Division will accept sealed Qualification Proposals until 11:00 AM, local time, Tuesday, February 2, 2021. RFQ packets will be received in the Office of the Purchasing Division, City of Margate, City Hall, Finance Department, Second Floor, 5790 Margate Boulevard, Margate, Florida 33063. Proposals received prior to the date and time above will be considered. Proposals received after the date and time will not be considered and will be returned to the firm(s) unopened.

2. Interested firms shall submit one (1) original and five (5) copies of the qualifications proposal **(NO THREE (3) RING BINDERS)**, as well as an electronic copy (flash drive or disk – do not send via e-mail) of the complete submittal, no later than the date and time as stated above. The original and five (5) copies must be bound or in binders on 8.5" x 11" white paper with tabbed/identified sections as stated in Section II – The Submittal Package. The proposal packages shall be sealed and clearly marked on the outside "MCRA RFQ NO. 2021-02 GENERAL ENGINEERING CONSULTING SERVICES" and addressed to the Purchasing Division at the address above. Respondents desiring to submit a proposal should carefully review the instructions and other related sections of the RFQ Compliance with all requirements shall be solely the responsibility of the Respondent.

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

4. **NO FAXED OR ELECTRONICALLY SUBMITTED PROPOSALS WILL BE ACCEPTED.** It shall be the sole responsibility of the Proposer to have their proposal delivered to the City of Margate Purchasing Division, Finance Department, Second Floor, City of Margate City Hall, 5790 Margate Boulevard, Margate, FL 33063 prior the date and time specified.

5. Proposers may withdraw their proposals by notifying the Purchasing Division in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representative must disclose their identity and provide a receipt for the proposal. Proposals, once opened, become the property of the MCRA and will not be returned to the Proposers.

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

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

VI. ADDENDA, ADDITIONAL INFORMATION:

All questions and requests for additional information in connection with this Request for Qualifications (RFQ) shall be directed in writing or by email to Donna Hicks, Buyer II, 5790 Margate Boulevard, Margate, FL 33063. Fax number (954) 935-5328. Email purchase@margatefl.com.

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

If you have received this RFQ packet from a source other than directly from the City of Margate Purchasing Division, you are not registered. All interested parties must register with the City of Margate Purchasing Division office (address for submission of qualifications) in order to receive any changes, additions, addenda or other notices concerning this project. Contact the Purchasing Division at (954) 935-5346 or by email to purchase@margatefl.com. Include in the subject line "MCRA RFQ NO. 2021-02 – General Engineering Consulting Services"

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

VII. INSURANCE REQUIREMENTS:

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

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

The Certificate Holder address shall read:

- 1a. FOR CITY
City of Margate
Purchasing Division
5790 Margate Boulevard
Margate, FL 33063
Re: RFQ MCRA 2021-03
- 1b. FOR MCRA
Margate Community Redevelopment Agency
5790 Margate Boulevard
Margate, FL 33063
Re: RFQ MCRA 2021-03

2. The required insurance coverage shall be issued by an insurance Company, duly authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability to A+

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

VIII. EVALUATION AND SCORING:

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

1. Firm's experience in South Florida.
2. Firm's personnel qualifications.
3. Firm's governmental experience.
4. Firm's approach to project management.
5. Firm's resources, personnel availability and commitment.

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

The Scoring Criteria is made up of the categories above that collectively represent a Grand Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a finalist list of the top ranking RFQ submittals.

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

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

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

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

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

EVALUATION CATEGORIES	POINTS POSSIBLE
1. Firm experience in South Florida	25
2. Firm's personnel qualifications	30
3. Firm's governmental experience	20
4. Firm's approach to project management	15
5. Firm's resources, personnel availability and commitment	10
GRAND TOTAL OF POINTS	100 POINTS

IX. AWARD OF CONTRACT:

Based on final rankings resulting from the above described process, the Selection Committee will make a recommendation to the MCRA Board for the award of the contract to a minimum of two firms.

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

X. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS:

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

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

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

XI. TIME REQUIREMENTS:

A. PROPOSAL CALENDAR, NOTIFICATION AND CONTRACT DATES

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

Event	Date (on or by)
1. Issuance of RFQ	01/04/21
2. Receipt of RFQ	02/02/21
3. Proposal Evaluations	02/09/21
4. Oral Presentations with short listed firms	02/16/21
5. Recommendation to MCRA Board	03/10/21
6. Negotiations	03/11/21
7. Contract Award by Board	04/14/21

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

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

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

B. Oral Presentations

During the evaluation process, the Selection Committee may, at its discretion, request firms to make oral presentations either in person, by phone, or by internet. Such presentations will provide firms with an opportunity to answer any questions the

Selection Committee may have on a firm's proposal. Only firms short-listed for further consideration during the evaluation process will be invited to make such oral presentations.

C. Final Selection

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

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

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

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

XIII. AWARD OF CONTRACT:

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

XIV. GENERAL CONDITIONS:

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

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

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

Federal regulations restrict MCRA 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. 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 MCRA are borne by the Proposer.

D. WITHDRAWAL OF PROPOSAL: Any proposal may be withdrawn up until the date and time set forth for the opening 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. APPLICABLE LAWS: All applicable laws and regulations of the U.S. Government, State of Florida, Broward County, and ordinances and regulations of the City of Margate will apply to any resulting agreement.

F. FORM OF AGREEMENT: Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the MCRA and shall contain, as a minimum, applicable provisions of the Request for Qualifications. The MCRA reserves the right to reject any agreement that does not conform to the Request for Qualifications and any MCRA requirements for agreements and contracts.

G. CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all Proposers must indicate if any City of Margate employee is an owner, corporate officer, or employee of their business. If such relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.13.

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

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

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

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

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 MCRA 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 MCRA, the MCRA 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 MCRA may without cause and without prejudice to any other right or remedy, terminate the contract for the MCRA's convenience whenever the MCRA determines that such termination is in the best interest of the MCRA. Where the contract is terminated for the convenience of the MCRA, the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the MCRA 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 MCRA 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. VENUE AND GOVERNING LAW: This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

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

P. GOVERNMENT RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items/services offered on the proposal prior to delivery/performance, it shall be the responsibility of the Contractor to notify the MCRA at once, indicating in their letter the specific regulation which required an alteration. The MCRA 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 MCRA.

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

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

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

Successful offeror warrants all materials and workmanship for a minimum of one (1) year from date of completion and acceptance by MCRA. If within one (1) year after acceptance by MCRA, 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 MCRA to do so, correct the work unless MCRA has previously given successful offeror 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.

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

U. WAIVER OF JURY TRIAL: THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

V. INDEMNIFICATION: To the extent permitted by Florida law, Contractor agrees to indemnify, defend, save, and hold harmless the MCRA and City, their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable 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 MCRA may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

W. WORKING HOURS AND INSPECTIONS: The MCRA and 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 MCRA 48 hours in advance. All requests must be approved by the Executive Director of the MCRA and the City of Margate.

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

Y. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of work under any resulting 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.

Z. 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 Blvd., Margate, FL 33063 or by email at purchase@margatefl.com.

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

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

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

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

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

THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT, SHALL BE DECIDED BY THE MCRA EXECUTIVE DIRECTOR OF THE CITY OF MARGATE, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY 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.

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

AF. RATES: Rates shall remain firm and fixed for the initial contract term. Rates for any extension term are subject to negotiation between the parties and any changes require MCRA's approval. In the event the Contractor wishes to adjust the rates for the extension term, Contractor shall notify the MCRA 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 MCRA that no adjustment is requested by the Contractor and that the rates will remain the same for the extension term. If the MCRA 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 MCRA's satisfaction, the Executive Director or designee reserves the right to terminate the contract at the end of the initial contract term.

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

AH. NO OBLIGATION BY FEDERAL GOVERNMENT: The Federal Government is not a party to this 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.

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

AJ. 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.

AK. 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."

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

AM. 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 MCRA to perform the service.
- B. Upon request from the MCRA's custodian of public records, provide the MCRA 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 MCRA all public records in possession of the Contractor or keep and maintain public records required by the MCRA to perform the service. If the Contractor transfers all public records to the MCRA 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 MCRA, upon request from the MCRA'S custodian of public records, in a format that is compatible with the information technology systems of the MCRA.
- E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone number:

(954) 935-5330

E-mail address: cra@margatefl.com

Mailing address:

5790 Margate Boulevard

Margate, FL 33063

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

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

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

OFFEROR'S CERTIFICATION MCRA RFQ NO. 2021-02

WHEN OFFEROR IS AN INDIVIDUAL

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

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION MCRA RFQ NO. 2021-02

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

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

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION MCRA RFQ NO. 2021-02

WHEN OFFEROR IS A PARTNERSHIP

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

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION MCRA RFQ NO. 2021-02

WHEN OFFER IS A CORPORATION

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

Printed Name of Corporation

Printed State of Incorporation

(CORPORATE SEAL)

By: _____
Signature of President or other authorized officer

ATTEST:

Printed Name of President or other authorized officer

By _____
Secretary

Address of Corporation

City/State/Zip

Business Phone Number

State of _____

County of _____

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

WITNESS my hand and official seal.

Notary Public

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

OFFEROR'S QUALIFICATION STATEMENT MCRA RFQ NO. 2021-02

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

SUBMITTED TO: City of Margate (Purchasing Manager)

ADDRESS: 5790 Margate Boulevard
Margate, Florida 33063

CIRCLE ONE

SUBMITTED BY: _____
NAME: _____
ADDRESS: _____
PRINCIPAL OFFICE: _____

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. (Attach corporate documents from the State of Florida (sunbiz.org) to this statement.)

The correct name of the Offeror is: _____
The address of the principal place of business is: _____

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

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent:

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

a. Date of organization: _____

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

c. State whether general or limited partnership:

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

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

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

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

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

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

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE 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 this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

Scrutinized Company Certification

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

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

VENDOR/COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

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

DRUG-FREE WORKPLACE PROGRAM FORM

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

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

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date _____

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

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

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

Dated _____, 20____ Contractor _____

By _____
(Signature)

By _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this _ day of _____, 20_, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath. WITNESS my hand and official seal, this _ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of Officer taking acknowledgment)

(Title or rank)

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

Title 2: Grants and Agreements

[PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#)

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

§200.318 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.

NON-COLLUSIVE AFFIDAVIT FORM

State of _____)

County of _____)

_____ being first duly sworn, deposes
and says that:

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

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

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

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

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

Signed, sealed, and delivered in the presence of:

Witness

Witness

By _____

Printed Name

Title

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT FOR MCRA 2021-02

State of Florida
County of _____

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

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

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

WITNESS my hand and official
seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

- ☐ Personally known to me, or
- ☐ Produced identification:

(Type of Identification Produced)

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

EXHIBIT A
CONSULTANT CHECKLIST – MCRA RFQ 2021-02

NOTE:

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

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

EXHIBIT B

MCRA FIVE-YEAR CAPITAL PLAN

CITY OF MARGATE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA
FY 2021 -2025 CAPITAL IMPROVEMENT/MAJOR EQUIPMENT PROGRAM: FIVE (5) YEAR SUMMARY BY FUND

	2021	2022	2023	2024	2025	TOTAL
City Center Development						
CITY CENTER - STATE ROAD 7 GREENWAYS	\$ 198,450	\$ -	\$ -	\$ -	\$ -	\$ 198,450
CITY CENTER - STORMWATER IMPROVEMENTS	21,000	385,000	-	-	920,500	1,326,500
CITY CENTER - AMPHITHEATER	158,550	1,780,590	-	-	-	1,939,140
CITY CENTER - COMMUNITY CENTER	907,200	2,400,000	1,500,000	1,866,697	-	6,673,897
CITY CENTER - WATERFRONT PROMENADE AND BOAT LAUNCH	176,400	-	223,500	876,719	-	1,276,619
CITY CENTER - PARKING GARAGE	1,205,400	-	-	2,655,062	2,487,538	6,348,000
CITY CENTER - PUBLIC PLAZAS, AMENITIES, FOUNTAINS	71,663	-	250,000	-	143,837	465,500
CITY CENTER - UTILITY/INFRASTRUCTURE CONTINGENCY	79,800	-	-	-	456,000	535,800
CITY CENTER - ENHANCED BIKE/PEDESTRIAN CROSSINGS	60,900	-	-	42,038	-	102,938
CITY CENTER - STREETSCAPE AND SIGNALIZATION	292,950	1,125,050	-	-	-	1,418,000
subtotal	\$ 3,172,313	\$ 5,690,640	\$ 1,973,500	\$ 5,440,516	\$ 4,007,875	\$ 20,284,844
Infrastructure and Streetscape Initiatives						
WAYFINDING SIGNAGE	200,000	200,000	200,000	-	-	600,000
LAND IMPROVEMENTS	200,000	25,000	25,000	25,000	25,000	300,000
ATLANTIC BOULEVARD BEAUTIFICATION IMPROVEMENTS	500,000	-	-	-	-	500,000
CHEVY CHASE SHOPPING CENTER IMPROVEMENTS	500,000	-	-	-	-	500,000
SERINO PARK RENOVATIONS	800,000	-	-	-	-	800,000
MARGATE BLVD IMPROVEMENTS	900,000	-	-	-	-	900,000
LAND ACQUISITION	3,952,000	-	-	-	-	3,952,000
subtotal	\$ 7,052,000	\$ 225,000	\$ 225,000	\$ 25,000	\$ 25,000	\$ 7,552,000
Contingency						
	\$ 475,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total (CRA Capital Improvement Fund - 340)	\$ 10,699,313	\$ 5,915,640	\$ 2,198,500	\$ 5,465,516	\$ 4,032,875	\$ 27,836,844
CRA Loan Proceeds Fund - 341						
CITY CENTER - LAND ACQUISITION	5,001,500	-	-	-	-	5,001,500
subtotal	\$ 5,001,500	\$ -	\$ -	\$ -	\$ -	\$ 5,001,500
Total (CRA Loan Proceeds Fund - 341)	\$ 5,001,500	\$ -	\$ -	\$ -	\$ -	\$ 5,001,500
Total Uses (CIP)	\$ 15,700,813	\$ 5,915,640	\$ 2,198,500	\$ 5,465,516	\$ 4,032,875	\$ 32,838,344

Notes

Future operating/maintenance costs will be included in departmental budgets as applicable.
Prior year's monies budgeted that are not spent are re-budgeted in future years, if applicable.

SAMPLE INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	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 CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						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
							PRODUCTS - COMP/OP AGG \$ 1M
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <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 \$
	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 type="checkbox"/> N						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. EACH ACCIDENT \$ 100K
							E.L. DISEASE - EA EMPLOYEE \$ 100K
							E.L. DISEASE - POLICY LIMIT \$ 300K

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

The Margate Community Redevelopment Agency and The City of Margate additional insured for General Liability only

CERTIFICATE HOLDER**CANCELLATION**

The Margate Community Redevelopment Agency and The City of Margate 5790 Margate Blvd Margate, FL 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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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