

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: November 5, 2018

Presenter's Name and Title: Daryll Johnson, Senior Project Manager, on behalf of Support Services Administration; and Alicia Ayum, Director, on behalf of Procurement

Temp. Reso. Number: R6786

Item Description: Temp. Reso. No. R6786, APPROVING THE AWARD OF REQUEST FOR PROPOSALS NO. 18-09-01, ENTITLED "TURN-KEY" MODIFIED SHIPPING CONTAINERS FOR THE MIRAMAR REGIONAL PARK AMPHITHEATER, TO CEPODS, LLC, AND RELATED EXPENDITURE FOR THE PROVISION OF DESIGN AND CONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED \$729,000 WITH A CONTINGENCY OF \$25,000 FOR UNFORESEEN CIRCUMSTANCES, FOR A TOTAL AMOUNT OF \$754,000; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT. (Support Services Administration, Sr. Project Manager Daryll Johnson and Procurement Director Alicia Ayum).

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Agreement to be signed on the Dais

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding is budgeted in the following accounts entitled "CIP-Construction": \$68,650 in the CIPRevBond Fund, GL Account No. 388-55-813-572-000-606510-51018; \$599,778 in the ParkDev Fund, GL Account No. 387-55-808-572-000-606510-51018; \$45,572 in the GF-Capital Projects Fund, GL Account No. 395-55-815-572-000-606510-51018; \$15,000 in the GF-Capital Projects Fund, GL Account No. 395-55-815-572-000-606505-51018 entitled "Permits" and \$25,000 in the GF-Capital Projects Fund, GL Account No. 395-55-815-572-000-606520-51018 entitled "Contingency"

Content:

- **Agenda Item Memo from the Interim City Manager to City Commission**
- **Resolution TR R6786**
 - **Exhibit A: Proposed Agreement with CEPODS, LLC.**
- **Attachment(s)**
 - **Attachment 1: RFP No. 18-09-01**
 - **Attachment 2: Evaluation and Scoring Sheet**
 - **Attachment 3: Fact Sheet**
 - **Attachment 4: Bid Tab**
 - **Attachment 5: CEPODS Proposal**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, Interim City Manager *SDG FOR VH*

BY: Daryll Johnson, Senior Project Manager, Support Services Administration

DATE: October 30, 2018

RE: Temp. Reso. No. R6786, Awarding Request for Proposals No. 18-09-01, entitled "Turn-Key" Modified Shipping Containers for the Miramar Regional Park Amphitheater to CEPODS, LLC

RECOMMENDATION: The Interim City Manager recommends approval of Temp. Reso. No. 6786, awarding Request for Proposals No. 18-09-01, entitled "Turn-Key" Modified Shipping Containers for the Miramar Regional Park Amphitheater (the "RFP"), to CEPODS, LLC ("CEPODS") and authorizing the Interim City Manager to execute an Agreement with CEPODS, for the provision of Turn-Key Modified Shipping Containers for the Miramar Regional Park Amphitheater and related expenditure in an amount not-to-exceed \$729,000, and approving contingency funds in the amount of \$25,000, for a total project cost of \$754,000.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000, in accordance with City Code Section 2-412 (a)(1).

BACKGROUND: On July 3, 2018, the City Commission adopted Resolution No. 18-139, approving an amended and restated agreement with Holsen, Inc., to provide "Concessionaire Management Services" at Miramar Regional Park.

On September 26, 2018, at the Fiscal Year 2019 Budget Public Hearing, the City Commission unanimously approved this project as part of the proposed CIP Budget for Fiscal Year 2019.

PROCUREMENT: The RFP was first advertised in a newspaper of general circulation and on DemandStar on July 5, 2018, with a proposal submittal deadline of August 9, 2018. One submittal was received and was deemed over the City's budget. The RFP was re-advertised on August 16, 2018, with a proposal submittal deadline of September 6, 2018,

where there were no timely submittals. On September 13, 2018, the RFP was re-advertised for its final time with a submission deadline of September 26, 2018, whereby CEPODS, LLC, was the sole submittal with timely receipt by the City Clerk's office.

On October 3, 2018, a selection committee reviewed, evaluated, scored, and accepted the proposal in accordance with the criteria set forth in the RFP Section 2-5 (Evaluation Criteria), and determined that CEPODS, LLC, is qualified, responsive, and responsible to perform the requirements of the project.

The Project Manager for this Project is Robert H. Rose, Support Services Administration.

Temp. Reso. No. R6786
10/22/18
10/29/18

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AWARDED REQUEST FOR PROPOSALS NO. 18-09-01, ENTITLED "TURN-KEY" MODIFIED SHIPPING CONTAINERS FOR THE MIRAMAR REGIONAL PARK AMPHITHEATER TO CEPDS, LLC, AND RELATED EXPENDITURE FOR THE PROVISION OF DESIGN AND CONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED \$729,000, WITH A CONTINGENCY OF \$25,000 FOR UNFORESEEN CIRCUMSTANCES, FOR A TOTAL AMOUNT OF \$754,000; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 3, 2018 the City Commission adopted Resolution No. 18-139, approving an amended and restated agreement with Holsen, Inc. to provide "Concessionaire Management Services" at Miramar Regional Park; and

WHEREAS, on September 26, 2018, at the Fiscal Year 2019 Budget Public Hearing, the City Commission unanimously approved this project as part of the proposed C.I.P. Budget for Fiscal Year 2019; and

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

Reso. No. _____

Temp. Reso. No. R6786
10/22/18
10/29/18

WHEREAS, on September 13, 2018, the City advertised Request for Proposals (the "RFP") No.18-09-01, Entitled "Turn-Key Modified Shipping Containers for the Miramar Regional Park Amphitheater"; and

WHEREAS, on September 26, 2018, the date of the scheduled proposal submittal deadline, the City received a proposal from CEPODS, LLC; and

WHEREAS, on October 3, 2018, a selection committee reviewed, discussed, scored, and accepted the proposal in accordance with the criteria set forth in the RFP Section 2-5 ("Evaluation Criteria") and determined CEPODS, LLC (the "Vendor") to be qualified, responsive, and responsible to perform the requirements of the project; and

WHEREAS, in accordance with the RFP, City staff conducted negotiations with the Vendor, to provide the Project services, including a detailed scope of work, time schedules, plans, drawings and fees that are fair, competitive, and reasonable, to include those detailed in Attachment "A", attached hereto; and

WHEREAS, the Interim City Manager recommends that the City Commission approve and authorize execution of the Agreement with CEPODS, LLC and related expenditure in an amount not-to-exceed \$729,000, and approving Contingency Funds in the amount of \$25,000 for a total amount of \$754,000; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award the RFP and authorize the Interim City

Temp. Reso. No. R6786
10/22/18
10/29/18

Manager to execute the contract with CEPODS, LLC, in an amount not-to-exceed \$729,000, with a contingency in the amount of \$25,000, for a total amount of \$754,000, in substantial conformity with Exhibit "A" attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves the award of RFP No. 18-09-01, entitled "Turn-Key" Modified Shipping Containers for the Miramar Regional Park Amphitheater to CEPODS, LLC., and related expenditure in an amount not-to-exceed \$729,000, and contingency in an amount not-to-exceed \$25,000, for a total amount of \$754,000.

Section 3: That it authorizes the Interim City Manager to execute the Agreement with CEPODS, LLC, in the form attached hereto as Exhibit "A", together with any such non-substantive changes as are deemed acceptable to the Interim City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Temp. Reso. No. R6786
10/22/18
10/29/18

Section 5. That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney
Weiss Serota Helfman
Cole & Bierman, P. L.

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Darline B. Riggs
Mayor Wayne M. Messam

Voted

Reso. No. _____



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
CEPODS, LLC
FOR TURN-KEY" MODIFIED SHIPPING CONTAINERS FOR THE MIRAMAR
REGIONAL PARK AMPHITHEATER**

THIS AGREEMENT is entered into this [REDACTED] day of [REDACTED], 2018, by and between the CITY OF MIRAMAR, FLORIDA, a Florida municipal corporation (hereinafter referred to as the "City"), and CEPODS, LLC., a Limited Liability Corporation with its principal place of business located at 3350 SW 148th Avenue, Suite 110, Miramar, Florida 33027 (hereinafter referred to as "Contractor").

WHEREAS, on [REDACTED], 2018, the City issued Request for Proposals No. 18-09-01 ("RFP") for Turn-Key Modified Shipping Containers for the Miramar Regional Park Amphitheater ("Services"); and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on [REDACTED], 2018, by Resolution [REDACTED], the City Commission approved the award of the RFP to Contractor.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

**SECTION 1
RECITALS**

The above recitals are true and correct and are incorporated and made a part of this Agreement.

**SECTION 2
SCOPE OF SERVICES**

2.1 This Agreement is subject to, and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements as set forth and described in the RFP incorporated herein by reference. The Contractor's Proposal is submitted in response to the RFP and accepted by the City, attached as Exhibit "A," and any subsequently negotiated changes to same, which documents any and all agreements are incorporated by reference herein. In the case of any conflict between the Scope of Services, the Contract, or any

amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Scope of Services; and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3 **COMPENSATION**

3.1 City agrees to pay Contractor a base bid fee in the amount of Five Hundred Sixty-Six Thousand Dollars (\$566,000.00), and Eighty-Eight Thousand Dollars (\$88,000.00) for the Additive Alternate No. 1, and Seventy-Five Thousand Dollars (\$75,000.00) for the VIP Lounge upgrades, for a total of Seven Hundred Twenty-Nine Thousand Dollars (\$729,000.00) for the Scope of Services.

3.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

SECTION 4

CONTRACT TIME, CONTRACT TERM

4.1 Time is of the essence in the performance of the Work under this Agreement. The Work shall be closed out for full acceptance within 120 Calendar Days after the Notice to Proceed is issued.

4.2 The term of this Agreement shall commence upon the date of last execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

4.3 The City's Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement for operational purposes only, for a maximum of 180 days.

4.4 This Agreement shall be subject to the annual appropriation of funding by the City during its budget process, the failure of which, in the City's sole discretion, may serve as a basis for termination of this Agreement pursuant to Section 5 below, or nonrenewal of this Agreement.

SECTION 5

TERMINATION OF AGREEMENT

5.1 **Termination of Agreement by City (For Convenience).** The City may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice in the event that it exercises this provision. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

5.2 **Termination of Agreement by City (Contractor Default).** In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

1. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
2. Fail to provide Materials or workmanship meeting the requirements of the Contract Documents;

3. Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions;
4. Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents;
5. Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or
6. Fail in any other material way to comply with the requirements of the Contract Documents.

5.3 If the Contractor fails to remedy the conditions constituting default within 10 days from the date of the City's written notice of its intent to terminate this Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

5.4 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

SECTION 6

INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. The Contractor will be responsible for planning all the work without the assistance of City staff. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded, classified or unclassified, employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

SECTION 7

INDEMNIFICATION

7.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, the Engineer, and their officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City and/or the Engineer. Such indemnification by the Contractor shall include but not be limited to the following:

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents;
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer;
- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents;
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents;
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

7.2 The Contractor shall reimburse the City and the Engineer for all costs and expenses (including but not limited to fees and charges of Engineers, architects, attorneys, and other professionals and court costs) incurred by the City and the

Engineer in enforcing the provisions of this indemnification.

7.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

7.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total Price Proposal and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

7.5 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8 **INSURANCE**

8.1 Contractor shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, complete copies of all required insurance policies and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the RFP and the following:

1. ***Commercial General Liability Insurance***

\$1,000,000 Each Occurrence (\$2,000,000 General Aggregate)
\$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Bodily Injury, each person, \$1,000,000 each occurrence
\$500,000 Property Damage, each occurrence or combined single limit of \$1,000,000 each occurrence

2. ***Automobile Liability***

\$1,000,000 Combined Single Limit per Accident

NOTE: No aggregate

3. ***Workers Compensation and Employers Liability***

\$1,000,000 Each Accident/\$1,000,000 Each Employee for Injury by Disease/\$1,000,000 Aggregate for Injury by Disease

NOTE : No aggregate

8.2 **Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. ADDITIONAL INSURED ENDORSEMENT - The City shall be named as additional insured on the general liability certificates. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.
2. WAIVERS OF SUBROGATION ENDORSEMENT- Contractor shall provide the City with waiver of subrogation in the City's favor and agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused.

8.3 This Agreement shall not be deemed approved until the Contractor has obtained all required insurance and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

8.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

SECTION 9

MISCELLANEOUS

9.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

9.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

9.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of

this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

9.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

9.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 10

AUDIT AND INSPECTION RIGHTS

10.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

10.3 The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

FOR CITY:

Vernon E. Hargray
Interim City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-3672

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

SECTION 14
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 15
PUBLIC RECORDS

15.1 The Contractor shall comply with The Florida Public Records Act as follows:

15.1.1 Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.

15.1.2 Upon request by the City's records custodian, provide the City with a copy of 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 Chapter 119, Florida Statutes, or as otherwise

provided by law.

15.1.3 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 this Agreement, and following completion of this Agreement until the records are transferred to the City.

15.1.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

15.1.5 The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

15.1.6 **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

15.2 Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

SECTION 16 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any

provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17 **SEVERABILITY**

17.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

17.2 City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

SECTION 18 **SURVIVAL**

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 19 **JOINT PREPARATION**

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 20 **COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 21

SCRUTINIZED COMPANIES

21.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

21.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

21.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

21.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 22

WARRANTY AND GUARANTEE

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the RFP. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one-year warranty period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

ARTICLE 23
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 24
THIRD PARTY BENEFICIARY

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 25
COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

ARTICLE 26
DISPUTE RESOLUTION

26.1 Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

26.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state

court in Broward County, Florida. In any such action, Florida law shall apply and the parties waive any right to trial by jury.

SECTION 27
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

[THE REMAINDER INTENTIONALLY LEFT BLANK]

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

CITY

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray,
Interim City Manager

This day ____ of _____, 2018.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

CEPODS, LLC.

By: _____
Timothy Dunlap, President
Date: _____

WITNESSES:
By: _____
Print Name: _____

By: _____
Print Name: _____

Date: _____

REQUEST FOR PROPOSALS

**“TURN-KEY” MODIFIED SHIPPING CONTAINERS
FOR
THE MIRAMAR REGIONAL PARK AMPHITHEATER**

RFP No. 18-09-01 / RE-ADVERTISEMENT



The City of Miramar City Commission:

Mayor:	Wayne M. Messam
Vice Mayor:	Yvette Colbourne
Commissioner:	Maxwell B. Chambers
Commissioner:	Darline B. Riggs
Commissioner:	Winston F. Barnes

**Vernon E. Hargray, Interim City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025**

**DATE ISSUED: SEPTEMBER 13, 2018
CLOSING DATE: SEPTEMBER 26, 2018 AT 2:00 P.M. EST**

TABLE OF CONTENTS

<u>CONTENTS:</u>	<u>PAGE</u>
INSTRUCTIONS FOR SUBMITTING A PROPOSAL	4
SECTION 1	
GENERAL TERMS AND CONDITIONS - DEFINITIONS	6
1-2 AVAILABILITY OF REQUEST FOR PROPOSALS	10
1-3 CONE OF SILENCE	11
1-4 CONTENTS OF SOLICITATION	12
1-5 PREPARATION AND SUBMISSION OF A PROPOSAL	13
1-6 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS	17
1-7 POSTPONEMENT OR CANCELLATION	17
1-8 COST OF PROPOSALS	18
1-9 ORAL PRESENTATIONS	18
1-10 EXCEPTIONS TO THE SOLICITATION	18
1-11 PROPRIETARY / CONFIDENTIAL INFORMATION	18
1-12 EVALUATION OF PROPOSALS	18
1-13 NEGOTIATIONS	20
1-14 AWARD OF AGREEMENT	20
1-15 RIGHT OF APPEAL	22
SECTION 2	
SCOPE OF WORK AND SPECIFIC REQUIREMENTS	
2-1 PURPOSE	24

TABLE OF CONTENTS (CON'T)

CONTENTS:	PAGE
2-2 SCOPE OF SERVICES, OBJECTIVES AND SPECIAL REQUIREMENTS	24
2-3 MINIMUM MANDATORY SPECIFICATIONS	26
2-4 WARRANTY / SERVICE	27
2-5 EVALUATION CRITERIA	28
2-6 SILENCE OF SCOPE OF SERVICES	30
2-7 SOLICITATION TIMETABLE	30
2-8 TERM OF CONTRACT	31
2-9 METHOD OF AWARD	31
2-10 METHOD OF PAYMENT	31
2-11 INSURANCE	32
2-12 CONTENTS OF PROPOSAL	33
2-13 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS	38
2-14 POINT OF CONTACT	38
SECTION 3 SAMPLE CONTRACT	39
SECTION 4 SUBMITTAL FORMS	53
APPENDIX B Drawings	

INTRODUCTION

INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS

Each Proposal submitted to the City of Miramar (the "City") will have the following information clearly marked on the face of the envelope:

- a) Proposer's name and return address;
- b) Solicitation number;
- c) Solicitation Due Date and Time; and
- d) Title of the Solicitation.

Failure to include this information may result in your Proposal being deemed "Non-Responsive" if the City determines that the Proposal resulted in prejudice to other Proposers. A Proposer shall have no grounds to protest should a Proposal that has failed to include the information described above be opened in error.

All Proposals must be submitted on 8 ½-inch by 11-inch paper, with one inch margins and single line spacing. The original document package must be neatly typed on one side only and not be bound. The copies should be individually bound and can be copied on two sides. **One unbound one-sided original and three bound copies (a total of four) and one CD-ROM or USB with an electronic version** of the complete Proposal must be received by the deadline for receipt of Proposals specified in the Solicitation Timetable set forth below. The original and all copies must be in a sealed envelope or container setting forth the information listed in items a) through d) above and submitted to:

**OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025**

Proposals submitted at the same time for different solicitations shall be placed in separate envelopes and each envelope shall separately set forth the information listed in items a) through d) above. Failure to comply with this

requirement shall result in any such incorrectly packaged Proposals not being considered.

SUBMITTING A PROPOSAL TO THE OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:

SEPTEMBER 26, 2018 AT 2:00 P.M. EST

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE POSTAL SERVICE, OR DELAYS CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSALS SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Proposals may be delivered to the above address during the City's regular business hours, Monday through Thursday, between the hours of 7:00 A.M. to 6:00 P.M., excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are solely responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required Services and/or provide the required Goods at the price stated by the Proposer.

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

The term "Addenda" shall mean the written or graphic instruments issued which make additions, deletions, or revisions to the Solicitation.

The term "Application for Payment" shall mean the form furnished by the City which is to be used by the Contractor to request progress or final payment and which includes such supporting documentation as is required by the Contract Documents.

The terms "Architect" or "Engineer" or "Consultant" shall refer to the Professional that will contract with the City to provide professional architectural or engineering Services for this Project.

The term "Best and Final Proposal" shall refer to the final quote submitted after negotiations are completed that contains the Proposer's most favorable terms for price, Services and products to be delivered.

The term "Bonds" shall mean the bid, performance, and payment Bonds and other instruments which protect against loss due to inability or refusal of the Contractor to perform.

The term "Bond Premium" shall mean the direct cost of the premium paid for the Bond(s).

The term "Budget" shall mean the minimum amount established by the City for this Project.

The terms "CBE or SBE Firms" shall refer to a business that either: (1) qualifies as a "County Business Enterprise" ("CBE") as defined in the Broward County Code, that has a valid Broward County business tax receipt, and is located in and doing business in Broward County, or (2) qualifies as a "Small Business Enterprise" ("SBE") as defined in the Broward County Code.

The term "Change Order" or "Construction Change Directive" shall mean a document that is signed by the Contractor and the City and which authorizes an adjustment in the Work, Contract Price or Contract Time.

The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.

The term "City" shall mean the City of Miramar, Florida, or its City Commission, as applicable.

The term "City Commission" shall mean the governing and legislative body of the City.

The term "City Manager" shall mean the Chief Administrative Officer of the City.

The term "Claim" shall mean a demand, assertion, dispute or other such Claim by one of the parties hereto arising out of or based upon the terms and conditions of the Contract Documents.

The term "Contract Documents" shall mean the Request for Proposals, and all attachments and exhibits, Proposal Forms (including the Proposal, information required of Proposer, and all required certificates and affidavits), Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions (if any), Technical Specifications, Drawings, and all Addenda and Change Orders.

The term "Contract Price" shall mean the original Contract amount established in the Proposal and award by the City, as may be amended by Change Order.

The term "Contract Time" shall mean the original time between commencement and completion established in the Contract, as may be amended by Change Order or Construction Change Directive.

The term "Day" shall mean a calendar day of 24 hours measured from midnight to the next midnight.

The term "Defective Work" shall mean Work that is unsatisfactory, faulty, or deficient; or that does not conform to the requirements of the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to a recommendation of final payment.

The terms "Drawings" and/or "Plans" shall mean the official Drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the Work and which have been prepared by the City or City's Consultant and are referred to in the Contract Documents. Shop Drawings are not Drawings.

The term "Due Date and Time" shall mean the Due Date and Time listed in the Solicitation Timetable.

The term "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it was executed. If no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.

The term "Field Order" shall mean a written order which orders minor changes in the Work, but which does not involve a change in the Contract Price or Contract Time.

The term "Final Completion" shall mean the date on which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by

the Contract Documents have been received by the City; any other documents required to be provided by the vendor have been received by the City; and the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

The term "Force Majeure" shall mean any delay occasioned by superior or irresistible force(s) occasioned by violence in nature without the interference of human action such as hurricanes, tornados, flood and loss caused by fire and other similar unavoidable casualties; changes in federal law, state or local Laws, ordinances, codes or Regulations, enacted after the date of this Agreement and having a substantial impact on the Project; other causes beyond the parties control; or by any other such causes which the City and the Contractor decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends, and similar matters which normally impact the Work shall not be considered a Force Majeure.

The term "Goods" shall mean all Materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Work, and the terms and conditions of this Solicitation.

The terms "Laws" and/or "Regulations", or "Laws or Regulations" shall mean the laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such laws and regulations.

The term "Local Business" shall refer to a firm that is domiciled within the City of Miramar's city limits, complies with all City of Miramar licensing requirements, and is current on all City Taxes.

The term "Materials" shall mean materials incorporated in this Project, or used or consumed in the performance of the Work.

The term "Notice of Intent to Award" shall mean the written notice by the City to the apparent Successful Proposer stating that upon compliance by the apparent Successful Proposer with the conditions precedent therein within the time specified, the City may enter into a Contract.

The term "Notice to Proceed" shall mean the written notice issued by the City to the Contractor authorizing the Contractor to proceed with the Work.

The term "Partial Utilization" shall mean placing a portion of the Work in service for the purpose for which it is intended prior to Substantial Completion.

The term "Procurement Department" or "Procurement Office" shall mean the City of Miramar Procurement Department.

The term "Proposal" shall refer to any Proposal(s) submitted in response to this Request For Proposals.

The term "Proposal Form" shall mean the forms required to be completed and submitted with the Proposal, in accordance with this RFP.

The term "Proposer" shall refer to anyone submitting a Proposal in response to this Request for Proposals.

The terms "Request for Proposals", "RFP", or "Solicitation" shall mean this Request for Proposals, including all exhibits, attachments, amendments and Addenda approved by the City.

The terms "Specifications" or "Technical Specifications" shall mean those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

The terms "Subcontractor" or "Subconsultant" shall mean any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor and/or Materials to the City, whether directly or indirectly, on behalf of the Successful Proposer.

The term "Substantial Completion" is as defined in the Contract Documents, as same may be amended.

The term "Substantial Completion Date" shall mean the date the Contractor certifies to the City by means of a certificate of Substantial Completion as the date when the Contractor has achieved completion of the Project in accordance with the Contract Documents and applicable Laws and the City issues a Certificate of Occupancy ("CO") or Certificate of Completion ("CC") for Renovation Projects. Notwithstanding the foregoing, if a situation arises beyond the control of the Contractor, and the issuance of a Certificate of Temporary Occupancy (TCO) is granted by the Building Department, then the City may deem in its sole discretion that the Project (or any phase thereof) has been Substantially Completed.

The term "Substitutions" shall mean Materials, products, equipment or system, that are alternate from those originally specified in the Construction Documents.

The term "Successful Proposer" shall refer to the General Contractor receiving an award of a Contract as a result of this Request for Proposals.

The term "Supplier" shall mean a manufacturer, fabricator, supplier, distributor, material man, or Vendor.

The term "Surety" shall mean the surety company or individual which is bound by the performance bond and payment bond with and for the Successful Proposer who is primarily liable, and which surety company or individual is responsible for the Successful Proposer's satisfactory performance of the Work under the Contract and for the payment of all debts pertaining thereto and in accordance with section 255.05, Florida Statutes.

The term "Taxes" shall mean all taxes related to the performance of the Work or any portion thereof, including but not limited to, all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.

The term "Underground Utilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following Services or Materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

The term "Vendor" shall mean all merchants, material men, Suppliers of labor, Material and equipment, providers and all other professionals who are currently under Service contracts with the City and are delivering services to the City.

The term "Weather Delays" shall mean Work stoppage caused by abnormal inclement weather, where abnormal duration and frequency of rain or exceptionally adverse weather as compared with the Weather Bureau data and supported by Project logs, has caused the Contractor to suspend critical path activities during the exceptional adverse weather event for more than fifty percent of the Work period of the day. Weather delay Claims can be made for Work Day only. No time extension will be allowed for weekend rains or holidays.

The term "Work Day" shall be as defined in Section 10-114 of the City of Miramar Code of Ordinances, being the time between the hours of 7:00 A.M. and 6:00 P.M. on weekdays; except when Work is necessary for the proper care and protection of Work already performed, or except in case of emergency, or unless otherwise provided in the General Requirements.

The terms "Work", "Scope of Services", "Scope of Work and Specific Requirements" or "Services", "Program", "Project", or "Engagement" shall mean all matters and things that will be required to be done by the Successful Proposer in accordance with entirety of the Scope of Work required by this RFP, including all terms and conditions of this Solicitation and all labor, Materials, equipment and Services that are required to be provided by the Successful Proposer in accordance with this Solicitation.

1-2 AVAILABILITY OF REQUEST FOR PROPOSALS

a). Copies of this Solicitation package may be obtained from DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City's solicitations through electronic download, by facsimile, or through the United States Postal service. Proposers are **not** required to register with DemandStar to receive a copy of a City solicitation. Registration with DemandStar.Com is optional, at the sole discretion of the Proposer. **DemandStar does not charge a fee for registering with the City of Miramar.**

b.) To request the Solicitation package from the City's Procurement Department, your request should include the following information: the Solicitation number and title, the name of the potential Proposer's contact person, the potential Proposer's name, complete mailing address, telephone number, and fax number.

c.) Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Department risk the potential of not receiving Addenda, since their names will not be included on the list of firms participating in the process for this Solicitation. Proposers are solely responsible for the risks associated with obtaining copies of this Solicitation from other sources.

1-3 CONE OF SILENCE

a.) Proposers are notified that this Solicitation is subject to a "Cone of Silence." From the time of advertising of this RFP and until the City Commission approves an award, there is a prohibition on communication by Proposers (or anyone on their behalf) with City's professional staff or Evaluation Committee members regarding this RFP. This does not apply to oral communications at pre-proposal conferences, oral presentations before Evaluation Committees, contract negotiations, public presentations made to the City Commission during any duly noticed public meeting, or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation. At the time of imposition of the Cone of Silence, the Chief Procurement Officer or designee shall provide public notice of the Cone of Silence by posting a notice at City Hall. The Cone of Silence shall terminate at the time the City Manager or designee makes a recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent recommendation.

b.) Any questions, explanations, or other requests by Proposers regarding this Solicitation must be requested, by email, to the City's Procurement Department noted below. Failure to comply with these provisions may render a Proposal non-responsive and may result in other penalties as provided by law.

The contact information for the City's Procurement Department is:

Procurement Department
City of Miramar
2300 Civic Center Place

Miramar, Florida 33025
Facsimile: (954) 602-3941
Brenda Martin, Email address – bamartin@miramar.fl.gov

1-4 CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the process of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Successful Proposer.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and county ordinances and/or state and federal statutes, rules, or Regulations that pertain to this Solicitation or the Services requested by the City herein.

b) Additional Information/Addenda.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address identified above. A request must be received by the Procurement Department no later than seven working days prior to the Solicitation Due Date and Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requestor's name, address and telephone number.

2) The Procurement Department will issue a response to any inquiry, if deemed appropriate, by written Addenda to the Solicitation, issued prior to the Solicitation Due Date and Time. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation or in any Addenda issued. Where there appears to be a conflict between this Solicitation and any Addenda issued, the last Addendum issued shall prevail.

3) It is the Proposer's responsibility to ensure receipt of all Addenda and substitute Proposal Forms. It is the Proposer's further

responsibility to verify with the Procurement Department, prior to submitting a Proposal, that all Addenda have been received. The Proposer shall submit the Proposal form entitled “**ADDENDA ACKNOWLEDGMENT FORM**” with its Proposal.

c) Conflicts in this Solicitation.

1) Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Statement of Work, the Sample Contract, or any amendment issued, the order of precedence shall be: the last Addendum issued, the Scope of Work and Specific Requirements, the Special Conditions, the General Terms and Conditions, and the Sample Contract.

2) Where there appears to be a conflict of the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by contacting the City’s Procurement Office at the address indicated above.

1-5 PREPARATION AND SUBMISSION OF A PROPOSAL

a) Preparation/Submission.

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's Proposal being deemed “non-responsive.”

2) The Proposal shall either be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.

3) Upon request, the City will provide a tax exemption certificate, if applicable. Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

4) Telegraphic or facsimile Proposals shall not be considered.

5) The apparent silence of the Scope of Work and any amendment regarding any details or the omission from the Scope of Work of a detailed description concerning any Materials or Services

requested shall be regarded as meaning that only the best commercial practices are to prevail, and that only Materials and workmanship of first quality are to be used. All interpretations of the Scope of Work shall be made upon the basis of this Solicitation.

b) Vendor Registration is **not** required.

c) Criminal Conviction Disclosure.

Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving any funding from the City.

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section 287.133, 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, Proposal, or reply on a contract to provide Goods and/or Services to a public entity; may not submit a bid, Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, Proposals, or replies on leases of real property to a public entity, may not be awarded or perform Work as a contractor, Supplier, Subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

e) Drug-free Workplace Preference.

All public bids or Proposals are subject to the City of Miramar's Preference to Businesses with Drug-free Workplace Program as defined in Section 2-456(d) of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two or more Proposals are equal with respect to price, quality, and Service. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and any other applicable state law. All

Proposers shall submit the form entitled **“DRUG-FREE WORKPLACE AFFIDAVIT”**.

- f) Anti-Kickback Affidavit.

All Proposers shall submit the duly signed and notarized form entitled **“ANTI-KICKBACK AFFIDAVIT”**.

- g) Non-Collusion Affidavit.

All Proposers shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which their Proposal has been submitted; or to refrain from submitting a Proposal in connection with such Work; or have in any manner, directly or indirectly, sought by person to fix the price or prices to be negotiated, or that of any other Proposer to be negotiated, or to fix any overhead, profit, or cost elements of the price to be negotiated or that of any other Proposer to be negotiated, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Work. All Proposers shall submit the duly signed form entitled **“NON-COLLUSION AFFIDAVIT”**.

- h) Non-Discrimination Affidavit.

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled **“NON-DISCRIMINATION AFFIDAVIT”**.

- i) Business/Vendor Profile Survey.

All Proposers shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

- j) Request for Taxpayer Identification Number and Certification.

All Proposers shall provide the City with their taxpayer identification number prior to being recommended for award of any Contract resulting from this Solicitation.

- k) Antitrust Laws.

By submission of a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust Laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

- l) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or at the time of occurrence of the Conflict of Interest thereafter.

- m) Collection of Fees and Taxes.

By acceptance of a Contract, the Successful Proposer acknowledges compliance with the requirement that all delinquent and currently due fees and Taxes of the Proposer have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and Taxes prior to recommending a Proposer for the award of any Contract.

- n) Preferences.

1) Local Business. Except where federal, state or county law mandates to the contrary or where federal or state funding is utilized, the City shall grant a preference in the amount of 5% of any Proposal or five points of any Proposal score to a Local Business, as defined in the City Code. Such preference shall apply to bids or Proposals for commodities, Services and construction.

2) Businesses Employing Miramar Residents. A vendor located outside of the City limits is considered equivalent to a Miramar

vendor (a Local Business) and accorded the same Local Business preference if it employs a minimum of ten full time equivalent ("FTE") Miramar residents or if Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to bids or Proposals for commodities, Services and construction.

o) Preference for CBE or SBE firms.

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any bid or five points of any Proposal score to a CBE or SBE firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

p) Application of preferences.

In the application of any preference granted by the City of Miramar Procurement Code or Policies in regard to this RFP, the preference is applied by adding the specified points to the evaluation criteria scoring.

1-6 LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Due Date and Time shall not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time shall also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time shall not be accepted or considered.

1-7 SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, at any time prior to City Commission award and approval of a Contract, reject all or any parts of any or all Proposals, re-advertise this Solicitation, postpone or cancel this Solicitation or waive any irregularities in this Solicitation or in the Proposals received as a result of this Solicitation.

1-8 COST OF PROPOSALS

All expenses involved with the preparation and submission of a Proposal to the City shall be borne by the Proposer. No payment shall be made for any responses received or effort required of or made by the Proposer prior to commencement of Work authorized pursuant to the Contract duly approved by the City Commission.

1-9 ORAL PRESENTATIONS

The City may require Proposers to perform oral presentations in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee and/or the City Commission. If required, the City shall notify Proposers with as much advance notice as possible prior to the date of such a presentation.

1-10 EXCEPTIONS TO THE SOLICITATION

Exceptions are not applicable to this Solicitation and shall not be taken by a Proposer. Taking exceptions in the Proposal may render the Proposal non-responsive.

1-11 PROPRIETARY/CONFIDENTIAL INFORMATION

- a) Proposers are notified that all information submitted as part of, or in support of Proposals, will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law".
- b) All Proposals submitted in response to this Solicitation shall become the property of the City. Unless the information submitted is proprietary, copywritten, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal, in its best interest. Acceptance or rejection of any Proposal does not affect the City's rights hereunder.

1-12 EVALUATION OF PROPOSALS

- a) Rejection of Proposal.

The City may reject any Proposal, and award the Contract to the next highest scoring Proposer or re-advertise for all or any part of this Solicitation whenever it is deemed in the best interest of the City in the City's sole discretion. The City shall be the sole judge of what is in its "best interest". The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, Taxes, or any other obligation.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

- 1) A Proposal will only be considered from a firm regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services required by this Solicitation.
- 2) The City may conduct a pre-award inspection of the Proposer's facilities and site or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance and experience with the City or any other governmental entity.
- 3) The City may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, Supplier and/or distributor.

- 4) The City reserves the right to audit all records pertaining to any award resulting from this Solicitation, whether financial or otherwise.

- e) Copy of Abstract of Proposals.

A copy of the Proposal abstract (i.e., Scoring Tabulation) will be made available through www.DemandStar.com or may be requested in person from the Procurement Department. Proposal results shall not be provided by telephone or facsimile.

1-13 NEGOTIATIONS

- a) The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, most qualified responsive, responsible Proposer and whose Proposal is most advantageous to the City. If the City and Proposer cannot negotiate a successful Contract, the City may terminate those negotiations and begin negotiations with the next most qualified responsive, responsible Proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.
- b) To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals, discussions may be conducted with qualified Proposers who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the Solicitation requirements. The Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining Best and Final Proposals.

1-14 AWARD OF AN AGREEMENT

- a) Agreement.

This Solicitation contains a sample of the Contract to be awarded as a result of this Solicitation, entitled "**SAMPLE AGREEMENT**". After award, a Contract similar to the Sample Agreement, inclusive of all attachments and

any modifications that the City in its sole discretion may make, and reflecting all requirements, terms and conditions of this Solicitation and any negotiated changes, will constitute the entire Contract between the parties. No rights shall inure to the Successful Proposer pursuant to this Solicitation until the Contract has been executed by both parties thereto.

b) Additional Information.

The award of the Contract may be preconditioned on the subsequent submission of other documents in connection with this Solicitation. The Successful Proposer shall be deemed “non-responsive” if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Proposer is deemed “non-responsive” as a result of such failure to provide the required documents, the City may award the Contract to the next most qualified, responsive, responsible Proposer.

c) Independent Contractor.

The Successful Proposer shall be a contractor operating independently from the City. The employees and Subcontractors of the Successful Proposer shall not be considered or deemed employees, Subcontractors or agents of the City; nor shall such employees and Subcontractors of the Successful Proposer have any privity of contract with the City. Neither the Successful Proposer nor any of its employees shall receive any City benefits. The Successful Proposer shall supply competent and physically capable employees and Subcontractors. The City may require the Successful Proposer to remove any employee or Subcontractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the Services is not in the best interest of the City.

d) Contract Extension.

To the extent applicable, the City reserves the right to automatically extend any Contract for up to 180 calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The City shall notify the Successful Proposer(s) in writing of such extensions. Additional extensions beyond the first 180 day extension may occur, if approved by the City Commission with the mutual agreement of the Successful Proposer.

e) Limited Contract Extension.

Any Work which commences prior to the termination date of the Contract and which will extend beyond the termination date shall, unless terminated

by mutual written agreement by both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all Goods provided pursuant to the Contract.

g) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the term of the Contract. The City is not obligated to place an order for a given amount or quantity subsequent to the award of the Contract. Estimates may be based upon the City's previous needs and/or usage. These estimates may be used by the City for purposes of determining the highest evaluated scoring, responsive, responsible Proposer.

h) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is hereby agreed and understood that a Contract does not grant exclusive rights to the Successful Proposer to receive all orders that may be generated by the City in connection with the types of Goods and/or Services required herein.

1-15 RIGHT OF APPEAL

- a) Any actual or prospective Proposer who claims he/she is aggrieved in connection with the pending award of the Contract or any element of the Solicitation process may file a protest with the Chief Procurement Officer. A protest must be filed within five business days after the posting of the notice of award or the right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest and accompanying required filing fee are received by the Chief Procurement Officer.
- b) The Protester must include a nonrefundable filing fee to compensate the City for the expenses of administering the protest. The fee shall be in the

form of cash or a cashier's check, and in accordance with the schedule provided below:

Contract Award	Protest Filing Fee
\$10,000-\$50,000	\$500.00
\$50,001-\$250,000	\$1,000.00
\$250,001 and greater	1% of the pending award or \$5,000.00, whichever is greater

SECTION 2

SCOPE OF WORK AND SPECIFIC REQUIREMENTS

2-1 PURPOSE:

The City of Miramar ("City") is issuing this Request for Proposal ("RFP") to obtain submissions from manufacturers ("Vendor") for a "Turn-Key" Modified Shipping Containers ("Modified Shipping Containers") including but not limited to:

- V.I.P. Lounge
- Food and Beer Concession
- Refrigerator and Freezer storage

2-2 SCOPE OF SERVICES, OBJECTIVES AND SPECIAL REQUIREMENTS

2-2.1 The Successful Proposer will be responsible to produce all necessary drawings, diagrams, illustrations, and any other information which may be required for the purposes of further defining and describing the complete project design. The Successful Proposer will also be responsible for producing a complete set of design and Construction Documents for the purposes of acquiring a building permit from the Miramar Building Division.

2-2.2 City has included in this solicitation schematic floor plans, and a site plan as reference material to be used in conjunction with the criteria listed herein and in the RFP solicitation documents, to define the scope and physical properties of the container architecture.

2-2.3 The Modified Shipping Containers will be constructed with all necessary power outlets and data ports. The Modified Shipping Containers will also include all of the necessary electrical outlets to serve the kitchen equipment in the concessions food preparation cooking-line, as well as the beverage dispensing system.

2-2.8 The Vendor will be responsible for making the final electrical connections between the assembly's electrical panel and the point of City provided power. The City will deliver and terminate electrical service (150 amps) to within five feet of the Modified Shipping Containers.

2-2.9 The Vendor will be responsible for making the final utility connections between the plumbing stub out and the point of City provided utilities. The City will deliver and terminate portable water service to within five feet of the Modified Shipping Containers.

2-2.10 The Vendor is responsible for providing the proper manpower and equipment to off-load, place and secure the Modified Shipping Containers to the slab on grade. The Vendor is responsible for providing the proper anchoring / supports for the Modified Shipping Containers.

2-2.11 It is the Vendor's responsibility to arrange full and complete protection of all shipments to the City and to make all necessary arrangements to offload and place the Modified Shipping Containers in the required location. No additional charges of any kind, including charges relating to boxing, packaging or cartage will be allowed unless specifically agreed to in writing by the City.

2-2.12 The Vendor is required to familiarize themselves with the site logistics.

2-2.13 The Vendor is responsible to remove and dispose of any crating, wrapping and packaging off site in a responsible manner.

2-2.14 The City reserves the right to reject in part or in whole, goods received in a damaged condition. All claims for damage or loss in transit must be initiated by the Vendor.

2-2.15 Regardless of payment, all goods and / or services shall be subject to inspection and approval by the City without limitations as to time. The City may reject the goods and / or services, in whole or in part, and / or terminate an order if, in the opinion of the City, the goods and / or services, in whole or in part, are unsatisfactory, non-conforming to the order specifications, or if the Vendor has breached any term or condition of an order.

2-2.16 In the case of rejected goods, the City may either return the goods to the Vendor at their risk and expense, or, advise the Vendor to remove the rejected goods, at their risk and expense, whereupon any responsibility of the City with respect to the rejected goods shall absolutely cease.

2-2.17 Delivery will be considered complete and ownership passes to the City when the Modified Shipping Containers has been fully installed, fully functional, and the required operator training is performed, as determined by the City and a Certificate of Occupancy is issued. Any findings, not in compliance with specifications or applicable standards, will be the responsibility of the Vendor to rectify these deficiencies.

2-2.18 The Vendor will be required to arrange 'after sale' warranty service for the Modified Shipping Containers for a minimum period of one (1) year.

2-2.19 The warranty period shall begin one day after issuance of the Certificate of Occupancy.

2-3 MINIMUM SPECIFICATIONS

2-3.1 The specifications listed are to establish acceptable quality and performance standards for the Modified Shipping Containers. Substitutions will be considered provided they meet or exceed these specifications and are advantageous to the City in terms of cost or other relevant factors. All proposed substitutions must be identified and are subject to City approval.

2-3.2 The shipping containers shall be coated with a rust inhibited primer.

2-3.3 All components and equipment to be installed, must be new.

2-3.4 Modifications to the containers must follow the general intent of the DNV 2-3.6 Offshore Container standard (ISO Container Standards) and allow the structure to be transported to the City by a flatbed truck and be lifted by a crane into their final locations.

2-3.7 Vendor's workshop must be American Welding Society ("AWS") certified. Certification document should be provided with RFP submission.

2-3.8 Vendor must supply complete design documents of the Modified Shipping Containers for City's Building Department review criteria and approval prior to fabrication.

2-3.9 Floor drain(s) will be installed in the concessions area to prevent accumulation of water on the floor in case of water ingress during the course of normal operations, as well as in rainy weather.

2-3.10 Thermally insulated metal doors with a minimum clear width of 36" and clear height of 80" will be located on any exterior wall of the Modified Shipping Containers. (See provisional design Appendix B).

2-3.11 Doors will be supplied with lever handle and a BEST cylinder lock or approved equal, with a BEST cylinder or approved equal, ready to accept City-supplied Schlage Primus cores.

2-3.12 Refer to the floor plans found in Appendix B for overall window and door cutout locations, dimensions, overhangs, interior layout, lighting locations, and overall aesthetic character of the Modified Shipping Containers.

2-3.13 All electrical devices, appliances, cables and equipment must be certified to American National Standards Institute, bearing one of the marks or labels that are found in NFPA 70, approved by the Chief Electrical Inspector.

2-3.14 The Modified Shipping Containers will be equipped with a 120/208v, Single Phase 4W, 150A panel board, equivalent to Eaton Cat. No. P1aL4A1-42 c/w 100A HJD Main breaker & TVSS protection, or an approved equal.

2-3.15 Wall outlets (interior)-15A, 120V will be distributed around the interior of the Modified Shipping Containers ground fault interruption protection.

2-3.16 Wall outlets (exterior)-15A, 120V with ground fault interruption protection will be located along the exterior of the Modified Shipping Containers.

2-3.17 Data outlets will be installed in the Modified Shipping Containers interior allowing connection to building LAN via a conduit sleeve. Installation and termination of CAT6 by the City.

2-3.18 Emergency lighting will be installed in the interior of the Modified Shipping Containers.

2-3.19 Emergency and electrical name plating to clearly label electrical outlets, and electrical panels and data ports in the Modified Shipping Containers.

2-3.20 Exterior of the Modified Shipping Containers will be fully painted with marine grade paint, applied according to paint manufacturer's recommendations.

2-3.24 Lightning Protection Systems are to be incorporated into the design of the Modified Shipping Containers.

2-3.25 Surge Protection Systems are to be incorporated into the design of the Modified Shipping Containers.

2-4 WARRANTY/SERVICE

2-4.1 Scope of Warranty: Proposals should provide detailed information on the scope of the warranty available and identify the warranty period for the Modified Shipping Containers, as well as the warranty period(s) on any integral component parts which have been permanently installed into the Modified Shipping Containers. Any warranty exclusions or limitations should be identified.

2-4.2 Response Time: Vendors should confirm their standard warranty response time and indicate how service is provided, i.e.: on site, return to place of manufacture, 3rd party provider, etc.

2-4.3 Costs: Vendors should outline any costs the City would incur in exercising warranty options.

2-4.4 Representative: Vendors should identify who will service the units under the warranty and provide information on the the background, orientation and certifications of the technicians who will provide the service.

2-4.5 Extended Warranty: Proposals should detail the scope of extended warranty, and preventative maintenance programs available and identify if there are any exclusions of parts or service.

2-4.6 Training Orientation: It is assumed that end users will require training orientation and therefore proposals should include the scope of the training

orientation, the individual(s) who will provide the training orientation, as well as any associated costs and availability near time of delivery.

2-4.7 Demonstrations: As part of the evaluation process, Vendors may be asked to demonstrate the proposed components which will be incorporated into the Modified Shipping Containers. Proposals should include details regarding the availability of a demonstration (site visit, on-line remote demonstration, etc.) and nearest location of where the demonstration would occur, if available.

2-4.8 Brochures and Specification Literature: that will clearly describe the Deliverables being sought by the City. Include detailed 'cut sheets' (specifications, instructions, installation requirements, dimensions, etc.) that will clearly describe the Modified Shipping Containers being sought by the City.

2-4.9 Value Add: An outline of any unique or value added services, features, functionality, process savings, etc. not covered elsewhere in the response, which may be beneficial to the City.

2-4.10 Additional Information: Vendors are encouraged to submit additional information as they see fit. This additional information should be clearly identified as such and shall be considered at the sole discretion of the City.

2-4.11 Environmental Considerations: Considering the manufacture, uses, and end-of-life disposal of the proposed product(s), include any positive attributes of the product in your proposal (e.g. considering greenhouse gas reduction, waste reduction, toxicity reduction, worker health and safety, and local economic development, etc.).

2-5 EVALUATION CRITERIA

2-5.1. Following the closing of the Solicitation, the Proposals will be evaluated by an evaluation committee appointed by the City. The evaluation committee may be comprised of any combination of City personnel and representatives selected by the City, with the appropriate experience and/or knowledge, striving to ensure that the committee is well balanced. The scoring of Proposals is based on a point total and not a percentage factor.

2-5.2. The evaluation committee will evaluate and rank responsive Proposals on the criteria listed below. The evaluation committee reserves the right to short-list submittals and conduct oral presentations with the short-listed firms that will address the criteria and other factors as determined by the committee.

2-5.3. The criteria are itemized with their respective weights for a maximum total of 100 points. A Proposer may receive the maximum points, a portion of the points, or no points at all, depending upon the merit of its Proposal as judged by the

evaluation committee. A Proposal that fails to adequately show the qualifications and experience necessary for this Project will not be considered.

The following criteria will be utilized to rank the firms submitting Proposals:

Criteria	Maximum Points
Experience and Expertise – The background, work experience and qualifications of the Firm's staff / team members who would be assigned to perform the Scope of Work outlined in the RFP for the Modified Shipping Containers	25
Feasibility Approach – Ability and competence of the Proposer to supply the relevant Services outlined in the Scope of Work.	15
Construction Resources, Methodology and Project Schedule – To include material suppliers, subcontractors, vendors, proposed mitigation phases, quality control methods, and communications with City staff. Scheduled duration from start to construction completion.	20
References – Provided by entities of similar size and complexity	5
Proposal Pricing	25
Local Business Preference	5
CBE or SBE Preference	5
Financial Stability	Yes/no
Total Points	100

2-5.4 Proposal Evaluation Components

Proposer must meet all minimum eligibility requirements as listed in this RFP.

- a) Proposers must submit three (3) completed and signed Reference questionnaires for which work was satisfactory.

2-6 SILENCE OF SCOPE OF WORK AND SERVICES

The apparent silence of the foregoing Scope of Work and Services as to any detail or omission from it as to a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of this Scope of Work and Services shall be made upon the basis of this statement.

2-7 SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation and the award of the Contract shall be as follows:

RFP TIMETABLE	
Release of Request for Proposals	September 13, 2018
Deadline for written questions	September 19, 2018 at 2:00 P.M.
Due Date and Time for this RFP <u>to be delivered to:</u> OFFICE OF THE CITY CLERK CITY OF MIRAMAR 2300 CIVIC CENTER PLACE MIRAMAR, FL 33025	September 26, 2018 at 2:00 P.M.
Review of Proposals	TBD
Oral Interviews (if applicable)	TBD
Negotiations	TBD
Award Recommendations	TBD

The City reserves the right to modify the above dates at its discretion.

2-8 TERM OF CONTRACT: UPON COMPLETION AND ACCEPTANCE

The Contract resulting from this Solicitation shall commence on the date of the execution by both parties and shall remain in effect until the Services acquired in conjunction with this RFP have been completed and accepted by the City.

2-9

METHOD OF AWARD: TO THE HIGHEST QUALIFIED EVALUATION SCORING, RESPONSIVE, RESPONSIBLE PROPOSER(S) (SUBJECT TO SUCCESSFUL NEGOTIATION AND APPROVAL OF A CONTRACT)

2-9.1. This Solicitation shall require City Commission approval of the final ranking and recommended award of the RFP to the highest qualified evaluation scoring responsive, responsible Proposer, subject to the successful negotiation and approval of a mutually agreeable Contract substantially in the form of the Sample Agreement attached to this RFP.

2-9.2. The Chief Procurement Officer or designee is authorized to enter into Contract negotiations with the highest qualified evaluation scoring, responsive, responsible Proposer and whose Proposal will be the most advantageous to the City. If the City is unable to negotiate a satisfactory Contract, negotiations with that Proposer may be terminated and negotiations may begin with the second most qualified Proposer. If these negotiations also prove unsatisfactory, negotiations may again be terminated, and the City may negotiate with the third most qualified firm.

2-9.3. The resulting Contract shall contain requirements, terms and conditions consistent with this Solicitation, along with any modifications which the City, in its sole discretion, may require or accept. No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the Contract has been executed by both parties and approved by the City Commission, where applicable.

2-10 METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED – AIA FORMAT (G702, G703)

The Successful Proposer shall submit fully and accurately documented invoices within 30 calendar days after the Services have been rendered. These invoices shall be submitted to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the Contract number, the type of Service(s) provided, and the dates or period that the Service(s) were provided in the prior 30 calendar days.

2-11 INSURANCE

2-11.1. The Successful Proposer to, in the performance of Work and Services under the Contract, comply with all applicable federal, state and local Laws and Regulations pertaining to insurance, now in effect or hereinafter enacted during the term of the Contract and any renewal(s).

2-11.2. The Successful Proposer shall obtain, at Successful Proposer's expense, all necessary insurance in such form and amount as required by the City's Risk Manager upon execution of the Contract and prior to beginning Work under the Contract including, but not limited to, Workers' Compensation Insurance,

Unemployment Insurance, Professional Liability Insurance, and all other insurance required by law. The enclosed General Terms and Conditions provide minimum limits and coverages required. The Successful Proposer shall maintain such insurance in full force and effect during the term of the Contract and shall require all Subcontractors and Subconsultants to do so. The Successful Proposer and all Subcontractors and Subconsultants shall provide to the City's Risk Manager certificates of all insurances and endorsements required prior to execution of the Contract. The Successful Proposer shall indemnify, defend and hold the City harmless (as allowed by applicable law) from any damage resulting from the failure of either the Successful Proposer or any of its Subcontractors and/or Subconsultants to maintain such insurance. All certificates and endorsements must be approved by the City Risk Manager.

2-11.3. All insurance companies used shall be rated at least A VII per Best's Key Rating Guide and be actively licensed and registered to do business in Florida.

2-11.4. All policies shall be Occurrence, not Claims Made forms (except for professional liability).

2-11.5. The Successful Proposer's General Liability insurance policies shall be endorsed to add the City of Miramar as an additional insured with waiver of subrogation in its favor. The Successful Proposer's liability insurance shall be primary to any liability insurance policies carried by the City. The Successful Proposer shall be responsible for all deductibles and self-insured retentions on the Successful Proposer's liability insurance policies.

2-11.6. All of the policies of insurance shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

2-12 CONTENTS OF PROPOSAL

To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this section. **Proposers must respond in full to all RFP sections and follow the indicated RFP format (section numbering, and similar matters) in their Proposal. Failure to follow these instructions may result in rejection of the Proposal.**

2-12.1. The Proposal must consist of the components listed below.

a) The Qualification Proposal:

1) Cover Page.

The form entitled **PROPOSAL COVER SHEET (SECTION 5)** is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Proposer.

2) Table of Contents.

The table of contents should outline in sequential order the major areas of the Proposal. All pages of the Proposal, including enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3) Executive Summary.

Each Proposer shall provide a brief summary describing the Proposer's ability to perform the Work requested in this Solicitation, a history of the Proposer's background and experience providing the relevant type of services, the qualifications of the Proposer's personnel to be assigned to this Project, the process for prequalifying Subcontractors, and/or Suppliers and a brief history of their background and experience, and any other information called for by this Solicitation which the Proposer deems relevant. This summary should be brief and concise so as to apprise the reader of the experience and qualifications of the Proposer and employees, Subcontractors, Subconsultants, and Suppliers.

4) Required Information.

Each Proposers shall provide documentation that demonstrates the ability to satisfy the required information contained herein. Proposers who do not satisfy the requirements or who fail to provide supporting documentation and/or affidavits as specified herein may be deemed non-responsive. If a prescribed format or required documentation for the response to information requirements is listed below, Proposers must use the required format and supply said documentation to be considered responsive.

See form entitled **PROPOSER'S INFORMATION FORM (SECTION 7)**.

5) Technical Information.

- i. Describe the Proposer's approach to organization/management and the responsibilities of Proposer's management and Project personnel that will perform Work; describe methods or benchmarking systems used to ensure coordination of trades, quality service, customer satisfaction, prompt complaint resolution, quality control, and timely initiation and completion of all Work.
- ii. Provide relevant background information on your firm(s), including a brief history, firm ownership, and organizational structure, location of headquarters, and number and location of offices.
- iii. List any subsidiary/affiliate company of the Proposer in the same business, the nature of the relationship, and the location of their office.
- iv. Provide a description or information concerning or substantiating each of the requirements below:
 - 1) Drug-free Work Place.
 - 2) Employee drug testing program.
 - 3) Proposer's experience, past performance, financial capabilities, violations, and litigation.
 - 4) Proposer's social responsibility, charitable acts and contributions, and benevolence programs.
 - 5) Proposer's internal, organization-wide green and environmental programs and initiatives.
- v. State the number of years that the Proposer has been in business, and the number of years in operation under the Proposer's current business name. Any business owner who has previously operated a business under another name must include a description of the previous business and identify the name of each such business. Failure to include such information will be deemed by the City as an intentional misrepresentation, and may render the Proposal non-responsive.

vi. Provide a detailed description of the largest Modified Assembled Containers Projects the Proposer is either performing or has completed within the last five years which are similar in scope. Describe the Proposer's qualifications and experience realized by the performance and management of these Projects. The specific role of the Proposer in any Project which is included must be described in detail. The description should identify for each Project or contract:

- 1) The name and size of the client, address, telephone number and the name of the contact person;
- 2) A description of the required Work;
- 3) The contract term;
- 4) A statement as to whether the Proposer was a Contractor or Subcontractor, Subconsultant, or Supplier; and
- 5) The result of the Project.

List any and all contracts the Proposer has performed for the City.

vii. Describe any other experience related to the Work or Services described in **SECTION 2, SCOPE OF SERVICES WORK AND SPECIFIC REQUIREMENTS.**

viii. Proposers shall include audited financial statements for the last three years.

ix. Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the Services to be rendered herein, in which the Proposer, any of its employees (while in the performance of their duties), Subcontractors or Subconsultants is or has been involved within the last three years.

x. Describe and explain any prior complaints (both substantiated and inconclusive) filed with any governmental agency against the Proposer or any of its

employees (while in the performance of their duties), Subcontractors or Subconsultants within the last five years.

- xi. Confirm in your Proposal that your firm has errors and omissions insurance and include the carrier and amounts.

6) Key Personnel and Subcontractors.

- i. Provide an organizational chart showing all individuals, including their titles, who will perform any Work under the Contract. This chart must clearly identify the Proposer's employees and those of the Subcontractors and/or Subconsultants.
- ii. Describe the expertise of your firm's professional staff for both the local office and the total organization. Describe the experience, qualifications, and other relevant information, including relevant experience on similar contracts, for all key individuals and Subcontractors who will perform Work under the Contract. This information shall include functions to be performed by the key individuals.
- iii. Describe the team that would serve the City. List each team member's role on this engagement, professional designation, qualifications, experience, education, and clients with similar Services.
- iv. Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to the Contract, including any Subcontractors and Subconsultants. The phrase "all key personnel" includes all partners, managers, senior employees and other professional or technical staff that will perform Work under the Contract.
- v. List names and addresses of all first tier Subcontractors or Suppliers who will perform and/or provide Work or Services under the Contract.
- vi. Affidavits and Acknowledgements.

- A) PROPOSAL COVER PAGE
- B) ADDENDA ACKNOWLEDGEMENT FORM
- C) PROPOSER'S INFORMATION FORM
- D) PROPOSER'S DISCLOSURE OF
SUBCONTRACTORS, SUBCONSULTANTS, AND
SUPPLIERS
- E) DRUG-FREE WORKPLACE AFFIDAVIT
- F) ANTI-KICKBACK AFFIDAVIT
- G) NON-COLLUSION AFFIDAVIT
- H) NON-DISCRIMINATION AFFIDAVIT
- I) BUSINESS/VENDOR PROFILE SURVEY
- J) FORM W-9 REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND
CERTIFICATION

2-13

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Proposer understands and acknowledges that agreements with governments are subject to certain Laws and Regulations, including Laws pertaining to (without limitation) matters such as public records, conflict of interest, and record keeping. The Successful Proposer agrees to comply with and observe all applicable Laws, codes and ordinances, as they may be amended from time to time.

2-14

POINT OF CONTACT

For any additional information regarding the Specifications and requirements of this Solicitation, contact the Procurement Department at the address indicated herein.

SECTION 3

SAMPLE CONTRACT

(The City reserves the right to amend the terms and conditions set forth herein)

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

FOR TURN-KEY” MODIFIED SHIPPING CONTAINERS FOR THE MIRAMAR REGIONAL PARK AMPHITHEATER

This Agreement is entered into this ____ day of _____, 2018, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the “City”), and _____, a _____ corporation or individual with principal business address located at _____ (hereinafter referred to as “Contractor”).

WHEREAS, on _____, 2018, the City issued Request for Proposals No. 18-09-01-RE-AD (“RFP”) for Turn-Key Modified Shipping Containers for the Miramar Regional Park Amphitheater (“Services”), attached as Exhibit “B”; and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on _____, 2018, by Resolution _____, the City Commission approved the award of the RFP to Contractor and authorized the negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

SECTION 1 **RECITALS**

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2 **SCOPE OF SERVICES**

2.1 This Agreement is subject to, and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto as accepted by the City, attached as Exhibit "A," and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract, or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3 **COMPENSATION**

3.1 City agrees to pay Contractor a total fee in the amount of \$_____ for the Scope of Services.

3.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall

reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

SECTION 4 **TERM OF AGREEMENT**

4.1 The term of this Agreement shall commence on [REDACTED], 2018, and shall continue, until the Services are completed, or otherwise terminated by the City as provided herein.

4.2 The City's Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement for operational purposes only, for a maximum of 180 days.

4.3 This Agreement shall be subject to the annual appropriation of funding by the City during its budget process, the failure of which, in the City's sole discretion, may serve as a basis for termination of this Agreement pursuant to Section 5 below, or nonrenewal of this Agreement.

SECTION 5 **TERMINATION OF AGREEMENT**

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 Termination for cause. This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that this Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 Survival. The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 6 **INDEPENDENT CONTRACTOR**

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor, its officers, employees, or agents, shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, its officers, employees, or agents, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7 **INDEMNIFICATION**

7.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its

respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8 **INSURANCE**

8.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the City's Risk Manager.

8.2 **Minimum Limits of Insurance** - Proposers shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. ***Commercial General Liability Insurance***
\$1,000,000 Each Occurrence (\$2,000,000 General Aggregate)
\$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
2. ***Automobile Liability***
\$1,000,000 Combined Single Limit per Accident
NOTE: No aggregate
3. ***Workers Compensation and Employers Liability***
\$1,000,000 Each Accident/\$1,000,000 Each Employee for Injury by Disease/\$1,000,000 Aggregate for Injury by Disease
NOTE : No aggregate

8.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Proposer agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:

- a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits, or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.
3. This waiver shall apply to all first-party property, equipment, vehicle and workers' compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.
4. This Agreement shall not be deemed approved until the Proposer has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

8.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

8.5 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 cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

SECTION 9

MISCELLANEOUS

9.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

9.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

9.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

9.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

9.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 10

AUDIT AND INSPECTION RIGHTS

10.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this

Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 11

AGREEMENT, AMENDMENTS, AND ASSIGNMENT

11.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations, or representations. Any other agreements, promises, negotiations, or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

11.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 12

GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 13

NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this

paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

FOR CITY:

Vernon E. Hargray
Interim City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-XXXX

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

SECTION 14
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 15
PUBLIC RECORDS

A. Public Records: Contractor shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request by City's records custodian, provide City with a copy of 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
3. 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 this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to City, at no cost to City, within seven days. All records stored electronically by Contractor shall be delivered to City in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

**IF CONTRACTOR HAS QUESTIONS REGARDING
THE APPLICATION OF CHAPTER 119, FLORIDA
STATUTES, TO CONTRACTOR'S DUTY TO**

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk’s Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 18
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 19

ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 20

JOINT PREPARATION

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 21

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 22

SCRUTINIZED COMPANIES

22.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

22.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized

Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

22.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

22.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray,
Interim City Manager

This day ____ of _____, 2018.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

CONTRACTOR

WITNESSES:

Print Name: _____

By: _____

Print Name: _____

Date: _____

By: _____

SECTION 4 - SUBMITTAL FORMS
PROPOSAL COVER SHEET AND SIGNATURE FORM
RFP No. 18-09-01-RE-AD

PROPOSER'S NAME (Name of firm, entity, or organization):	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:	
Name: _____	Title: _____
EMAIL ADDRESS: _____	
MAILING ADDRESS: _____	
City, State, Zip: _____	
TELEPHONE: (_____) _____	FAX: (_____) _____
PROPOSER'S ORGANIZATION STRUCTURE:	
EMAIL _____	
_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain): _____	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:	
PROPOSER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

REFERENCE QUESTIONNAIRE

Reference For (Proposer's Name): _____

Agency Giving Reference: _____

Contact Person Name: _____

Address: _____

Telephone: _____

E-Mail: _____

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Modified Architectural Shipping Containers?		
2	How would you rate the experience and professionalism of the firm's staff?		
3	How would you rate the accessibility and responsiveness of the firm's staff?		
4	How would you rate the firm's success at keeping you updated and informed on the progression of the container(s) design, assembly and construction, especially when special needs or issues arose?		
5	How would you rate the firm's ability to complete the scope of work in a timely manner and within budget?		
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments:

Signature

Title

Date

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

PRICE PROPOSAL SHEET

“TURN-KEY” V.I.P. LOUNGE AND FOOD/BEER CONCESSION SHIPPING CONTAINERS

Modified Shipping Container Services and Deliverables:

- Signed and Sealed Engineered Drawings Site Plan & Civil Utility (as required)
- Site Plan Drawings (as required)
- Signed and Sealed Construction Documents for Building Permits
- Technical Specifications (as required)
- Internal Department Review (DRC and CAB Reviews and Approval)
- Permitting (any associated building department requested plan revisions and re-submittals, etc.)

Modified Shipping Container Construction Services:

- General Requirements
 - Hoisting and Rigging
 - Protection and Safety
 - M.O.T. (maintenance of traffic)
 - Cleaning and Debris Removal
 - Construction Project Management/Administration
 - Temporary Utilities (power, water, electrical)
 - Temporary Facilities
 - P+P Bonds and Insurances
- Site Work
 - Surveying (As-Builts)
 - Connection of / to all Utilities
 - Site Preparation (clearing & grubbing, excavation, etc.)
 - Site Fencing
- Concrete
 - Slabs-on-grade
 - Vapor Barrier and Steel Reinforcing (as required)
 - Anchoring/Tie-downs/'J'-Bolts/Etc.
- Misc. Metals (as required)
- Woods and Plastics
 - Misc. Millwork (as required)
- Thermal and Moisture Protection (as required)
- Doors and Windows
 - Ext./Int. Doors
- Misc. Specialties (as required)

- Mechanical (HVAC, Exhaust/Ventilation- as required)
- Mechanical (Plumbing- as required)
- Electrical (as required)

BASE BID

(1 each - **16'-0" x 40'-0"**) Modified V.I.P. Lounge Shipping Container w/ concrete slab on grade pad (as required).....\$_____LS

(7 each - **8'-0" x 20'-0"**) Modified Food and Beer Concession Shipping Container w/ concrete slab on grade pad (as required).....\$_____LS

(1 each - **8'-0" x 10'-0"**) Modified Refrigerator Shipping Container w/ concrete slab on grade pad (as required).....\$_____LS

(1 each - **8'-0" x 10'-0"**) Modified Freezer Shipping Container w/ concrete slab on grade pad (as required).....\$_____LS

Building Permit Allowance *(all unused portions of this allowance will be returned to the City)*.....\$___15,000.00__LS

TOTAL (Base Bid).....\$_____LS

\$_____00

(write amount in figures)

(write amount in words)

*****Contingency Allowance** *(all unused portions of this allowance will be returned to the City)*.....\$___25,000.00__LS

*****NOTE:** *(The City reserves the right to utilize the Contingency Allowance at its discretion, to fund changes in scopes, misc. upgrades, unforeseen conditions, etc.)*

ADDITIVE ALTERNATE NO. 1 – (Mens & Womens Restroom Container assembly)
(1 each - **8'-0" x 40'-0"**) Modified Mens & Womens Restroom Shipping Container
w/ concrete slab on grade pad (as required).....\$_____LS
TOTAL (Additive Alternate No.1).....\$_____LS

*****UNIT PRICE:**

(1 each - **8'-0" x 20'-0"**) Modified Food and Beverage Concession Shipping
Container w/ concrete slab on grade pad (as required).....\$_____LS

*****Note:** *This Unit Price will be used as an add or deduct cost, should the City decide to decrease or
Increase the quantity shown in the Base Bid above.*

AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF
DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR
EACH PROPOSAL.

THE CITY RESERVES THE RIGHT TO APPLY (INDIVUALLY) OR COMBINE (IN
ANY ORDER) THE PROPOSED ADD ALTERNATE TO THE BASE BID AS
DEEMED NECESSARY TO ASSURE THE CITY'S BEST INTEREST.

Proposer acknowledges that the Project shall be completed for the total
Lump Sum Project based on the Contract Documents and Technical Special
Provisions unless otherwise modified in writing via a formal Contract Amendment
and/or Change Order (if any).

Proposer acknowledges that the Price sheet in no way includes all the
specific items found in the Contract Documents and Technical Special Provisions,
nor represent all the parts of the Project required by this Contract.

Project/Development Name: **TURN-KEY" MODIFIED SHIPPING CONTAINERS
FOR THE MIRAMAR REGIONAL PARK AMPHITHEATER -
RFQ No.18-09-01-RE-AD:**

Contractor Company Name: _____

Contractor Acknowledgement _____

Print Name/Title

Signature:_____ Date:_____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
SHALL DEEM YOUR BID NON-RESPONSIVE**

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PROPOSER:

(Company Name)

(Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL “NON-RESPONSIVE”**

PROPOSER INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____years
- (2) State of Florida occupational license type and number: _____
- (3) County (state county) Business Tax Receipt type and number:

- (4) City of Miramar Business Tax Receipt type and number:

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE
NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE
CITY OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:

- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes _____ no

**(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE
SHEET)**

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each Subcontractor or supplier.

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (CONTINUED)

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

Identical Tie Proposals: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF BROWARD }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

NON-COLLUSIVE AFFIDAVIT

State of)
) ss:
County of)

I, _____, the undersigned authority,
being first duly sworn, deposes and says that:

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

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

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

d) Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;

e) 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 Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

Signed, sealed and delivered
in the presence of:

Witness

By:_____

Witness

(Printed Name)

(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of)
) ss:
County of)

BEFORE ME, the undersigned authority, personally appeared _____, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this _____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL “NON-RESPONSIVE”**

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Email Address: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES _____ NO _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

**Business is claiming local Business Preference YES _____ NO _____
(Choose below as applicable)**

- ☐ A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of Miramar residents employed will be required prior to AWARD.**
- ☐ A local business that has met all the requirements as set forth in the RFP.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**



RFP 18-09-01
**"TURN-KEY" MODIFIED SHIPPING CONTAINERS
 FOR THE MIRAMAR REGIONAL PARK AMPHITHEATER**
Evaluation and Scoring
 3-Oct-18

	RATERS			TOTAL	RANKNG
Firms	1	2	3		
CEPODS, LLC.	70	71	82	223	1



ATTACHMENT 3

Support Services
2200 Civic Center Place, Miramar, Florida 33025
Robert H. Rose: 954-602-3307
rhrose@miramarfl.gov

FACT SHEET: TR 6786 – Awarding Request for Proposals No. 18-09-01 (the “RFP”), to CEPODS, LLC. (“CEPODS”) and authorizing the Interim City Manager to execute an Agreement with CEPODS, for the provision of Turn-Key Modified Shipping Containers for the Miramar Regional Park Amphitheater and related expenditure in an amount not-to-exceed \$729,000 and approving contingency funds in the amount of \$25,000, for a total project cost of \$754,000.

Issue

City Commission approval is required for expenditures exceeding the \$75,000 in accordance with City Code Section 2-412 (a) (1).

Background

On July 3, 2018 Resolution 18-139 approved an amendment agreement with Holsen Inc. to provide “Concessionaire Management Services” at the Miramar Regional Park. On September 26, 2018, at FY 19 Budget Public Hearing, the City Commission unanimously approved this project as part of the proposed C.I.P. Budget for Fiscal Year 2019.

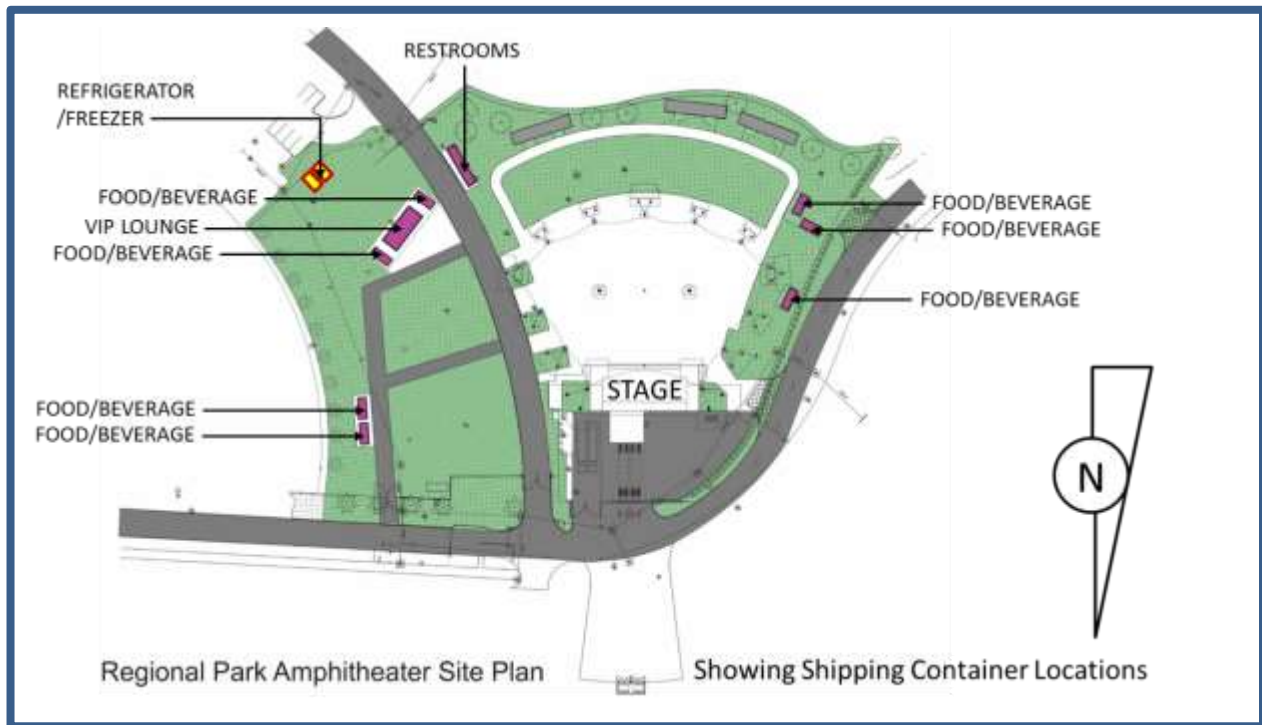
Funding is budgeted in the following accounts entitled “CIP-Construction”: \$68,650 in the CIPRevBond Fund, GL Account No. 388-55-813-572-000-606510-51018; \$599,778 in the ParkDev Fund, GL Account No. 387-55-808-572-000-606510-51018; \$45,572 in the GF-Capital Projects Fund, GL Account No. 395-55-815-572-000-606510-51018; \$15,000 in the GF-Capital Projects Fund, GL Account No. 395-55-815-572-000-606505-51018 entitled “Permits” and \$25,000 in the GF-Capital Projects Fund, GL Account No. 395-55-815-572-000-606520-51018 entitled “Contingency”

Project Manager

Robert H. Rose, Project Manager

Recommendation

The Interim City Manager recommends approval.



SITE PLAN



**TURN-KEY MODIFIED SHIPPING CONTAINERS FOR
THE MIRAMAR REGIONAL PARK AMPHITHEATER
RFP NO. 18-09-01**

PROPOSAL DUE DATE, SEPTEMBER 26, 2018 @ 2:00 P.M.

	COMPANY NAME
1	CEPODS, LLC.
2	
3	

NOTE: *Offers listed from the Vendors herein are only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.*

PRICE PROPOSAL SHEET

"TURN-KEY" V.I.P. LOUNGE AND FOOD/BEER CONCESSION SHIPPING CONTAINERS

Modified Shipping Container Services and Deliverables.

- Signed and Sealed Engineered Drawings Site Plan & Civil Utility (as required)
- Site Plan Drawings (as required)
- Signed and Sealed Construction Documents for Building Permits
- Technical Specifications (as required)
- Internal Department Review (DRC and CAB Reviews and Approval)
- Permitting (any associated building department requested plan revisions and re-submittals, etc.)

Modified Shipping Container Construction Services:

■ General Requirements

- Hoisting and Rigging
- Protection and Safety
- M.O.T. (maintenance of traffic)
- Cleaning and Debris Removal
- Construction Project Management/Administration
- Temporary Utilities (power, water, electrical)
- Temporary Facilities
- P+P Bonds and Insurances
- Site Work
- Surveying (As-Builts)
- Connection of / to all Utilities
- Site Preparation (clearing & grubbing, excavation, etc.)
- Site Fencing

■ Concrete

- Slabs-on-grade
- Vapor Barrier and Steel Reinforcing (as required) ■ Anchoring/Tie-downs/'J'-Bolts/Etc.

Modified

RFP #

- Misc. Metals (as required)
- Woods and Plastics
- Misc. Millwork (as required)
- Thermal and Moisture Protection (as required)

■ Doors and Windows

- Ext./Int. Doors
- Misc. Specialties (as required)

Shipping Containers
18-09-01 -RE-AD

- Mechanical (HVAC, Exhaust Ventilation- as required)
- Mechanical (Plumbing- as required) ■ Electrical (as required)

BASE BID

(1 each - 16'-0" x 40'-0") Modified V.I.P. Lounge Shipping Container w/
concrete slab on grade pad (as required).....\$ 49,000.00 LS

(7 each - 8'-0" x 20'-0") Modified Food and Beer Concession Shipping Container
w/ concrete slab on grade pad (as required).....\$ 392,000.00 LS

(1 each - 8'-0" x 10'-0") Modified Refrigerator Shipping Container w/ concrete slab
on grade pad (as required).....\$ 34000-00 LS

(1 each - 8'-0" x 10'-0") Modified Freezer Shipping Container w/ concrete
slab on grade pad (as required).....\$ 30,000.00 LS

Building Permit Allowance (all unused portions of this allowance will be returned to the City)
.....\$ 15,000.00 LS

TOTAL (Base Bid)
.....\$ 551,000.00 LS

Modified

RFP #

\$ 566,000.00 (write amount in figures)
Five Hundred Sixty-Six Thousand Dollars
566 000.00

(write amount in words)

***Contingency Allowance (all unused portions of this allowance will be returned to the City)

*****\$ 25,000.00 LS

***NOTE: (The City reserves the right to utilize the Contingency Allowance at its discretion, to fund changes in scopes, misc. upgrades, unforeseen conditions, etc.)

Shipping Containers
 18-09-01-RE-AD

ADDITIVE ALTERNATE NO. 1 -- (Mens & Womens Restroom Container assembly) (1 each - 8'-0" x 40'-0") Modified Mens & Womens Restroom Shipping Container

w/ concrete slab on grade pad (as required).....\$ 88,000.00 LS
TOTAL (Additive Alternate No. 1).....\$ 88,000.00 LS

***UNIT PRICE:

PRICE:
 w/ concrete slab on grade pad (as required)

(1 each 8'-0" x 20'-0") Modified Food and Beverage Concession Shipping

Container w/ concrete slab on grade pad (as required).....\$ 56,000.00 LS

*** Note: This Unit Price will be used as an add or deduct cost, should the City decide to decrease or Increase the quantity shown in the Base Bid above.

AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH PROPOSAL.

Modified

RFP #

THE CITY RESERVES THE RIGHT TO APPLY (INDIVIDUALLY) OR COMBINE (IN ANY ORDER) THE PROPOSED ADD ALTERNATE TO THE BASE BID AS DEEMED NECESSARY TO ASSURE THE CITY'S BEST INTEREST.

Proposer acknowledges that the Project shall be completed for the total Lump Sum Project based on the Contract Documents and Technical Special Provisions unless otherwise modified in writing via a formal Contract Amendment and/or Change Order (if any).

Proposer acknowledges that the Price sheet in no way includes all the specific items found in the Contract Documents and Technical Special Provisions, nor represent all the parts of the Project required by this Contract.

Project/Development Name: TURN-KEY" MODIFIED SHIPPING CONTAINERS FOR THE MIRAMAR REGIONAL PARK AMPHITHEATER •

RFQ No.18-09-01-RE-AD:

Contractor Company Name: _____

Contractor Acknowledgement _____

Print Name/Title

Signature: _____

Date: _____

9/25/18

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
SHALL BEEM YOUR BID NON-RESPONSIVE**

CQ0DS LI c

,D/z.EcTOK