

# Request for Proposal

**NUMBER**  
**RFP 19-PR-007**



**City of Edgewater**

## **SPLASH PAD MAINTENANCE WHISTLE STOP PARK**

*Patricia Drost*  
*Purchasing Specialist*

## LEGAL NOTICE

Notice is hereby given that the City of Edgewater is accepting Sealed Proposals to provide a Splash Pad Maintenance - Whistle Stop Park. Proposals will be received until **3:00 p.m., on June 19, 2019** by the City Clerk's Office, City Hall, 104 N. Riverside Drive, Edgewater, Florida 32132.

### **RFP# 19-PR-007 "Splash Pad Maintenance - Whistle Stop Park"**

Services to be provided shall include, but not be limited to the following:

**RFP # 19-PR-007 - Splash Pad Maintenance - Whistle Stop Park** in accordance with the terms, conditions, and specifications stated herein.

The City of Edgewater has issued this Request for Proposal (hereinafter, "RFP") with the sole purpose and intent of obtaining proposals from interested and qualified firms offering to provide Splash Pad Maintenance - Whistle Stop Park services, in accordance with the specifications stated and/or attached herein/hereto.

A pre-bid conference is not applicable for this solicitation.

A  non-mandatory  mandatory pre-bid conference will be held on May 29, 2019, commencing promptly at 2:00 p.m., and will be held in the Council Chambers, 104 N. Riverside Drive, Edgewater, Florida 32132. **Contractors are expected to be familiar with existing site conditions prior to submitting a proposal.** A site visit will be conducted immediately following the pre-bid conference.

If this pre-bid conference is denoted as "mandatory", prospective proposers must be present in order to submit a bid response.

One (1) original and one (1) electronic copy on a flash drive, of the proposal should be delivered to the City Clerk's Office, City of Edgewater, 104 North Riverside Drive, P.O. Box 100, Edgewater, Florida 32132-0100 in a sealed envelope plainly marked on the outside: **"SPLASH PAD MAINTENANCE - WHISTLE STOP PARK", RFP # 19-PR-007.**

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site: [www.demandstar.com](http://www.demandstar.com).

City of Edgewater does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Edgewater Finance website: [www.cityofedgewater.org](http://www.cityofedgewater.org), [www.demandstar.com](http://www.demandstar.com), and also posted in the Lobby of City Hall on May 13, 2019.

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## **1) Introduction/Overview**

### **A. Purpose/Objective**

The City of Edgewater (herein after, “City”) has issued this Request for Proposals (hereinafter, “**RFP**”) with the sole purpose and intent of obtaining bids from interested and qualified firms offering to provide Splash Pad Maintenance - Whistle Stop Park., in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the “Contractor”.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Edgewater, City Council (herein after, the “Council”), signed by all required parties and filed with the City Clerk.

As is more fully explained in Section “6L” of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the bids received.

### **B. Background**

The City serves an area of 22.44 square miles with a population of approximately 21,280. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Edgewater’s Comprehensive Annual Financial Report for fiscal year 2017-2018 and in the City’s Annual Budget for fiscal year 2019. Copies of these documents may be viewed on [www.cityofedgewater.org](http://www.cityofedgewater.org). The City of Edgewater is exempt from any and all state, local and federal taxes.

### **C. Inquiries**

Direct questions related to this **RFP** to Pat Drosten, Purchasing Specialist, and submit such questions in writing to [pdrosten@cityofedgewater.org](mailto:pdrosten@cityofedgewater.org). Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from [pdrosten@cityofedgewater.org](mailto:pdrosten@cityofedgewater.org). All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website ([www.cityofedgewater.org](http://www.cityofedgewater.org)) and on DemandStar ([www.demandstar.com](http://www.demandstar.com)).

### **D. Method of Source Selection**

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2016-R-33 establishing and adopting the City Purchasing Policy. Each proposal will be reviewed to determine if the proposal is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees.

The committee will make a recommendation to the City Council who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

**E. Pre-Bid Conference**

A  non-mandatory  mandatory pre-bid conference will be held on May 29, 2019, commencing promptly at 2:00 p.m., and will be held in the Council Chambers, 104 N. Riverside Drive, Edgewater, Florida 32132. **Contractors are expected to be familiar with existing site conditions prior to submitting a proposal.** A site visit will be conducted immediately following the pre-bid conference.

The purpose of the pre-bid conference is to allow an open forum for discussion and questioning with City staff regarding the **RFP** with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the **RFP**. Only written responses to written questions will be considered official, and will be included as part of the **RFP** as an addendum.

All prospective proposers are strongly encouraged to attend, as, unless requested by the department, this will be the only pre-bid conference for this solicitation. If this pre-bid conference is denoted as “mandatory”, prospective proposers must be present in order to submit a bid response.

**F. Projected Timetable**

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	Date
RFP Notice	May 13, 2019
Non-Mandatory Pre Bid Meeting	May 29, 2019 3:00 pm
Last Date for Receipt of Written Questions	June 5, 2019 3:00 pm
Addendum due	June 12, 2019
Bid Close Date	June 19, 2019 3:00 pm
Evaluation Committee Meeting	June 26, 2019 10:00 am
Notice of Recommendation	July 2, 2019
City Council Hearing	July 22, 2019

## **2) General Description of Specifications or Scope of Work**

The City is seeking a qualified firm to provide Splash Pad Maintenance at Whistle Stop Park, located at 651 Roberts Road, Edgewater, FL 32141. The Splash Pad opened to the public on May 4, 2019 and will be in operation daily from March 15 to December 15 each year. During the off season, from December 15 to March 15, service drops back to 3 day coverage, 1 daily visit.

### **A. Contractor Responsibilities**

The successful bidder will be responsible for Maintenance of the Splash Pad as follows:

#### **Daily**

- Water Testing 7 days per week
- Working with Parks & Recreation staff for the second daily testing (if needed)
- Maintaining accurate records as required by law Florida Department of Health
- Provide chemicals needed to test and balance the water chemistry, including PH, alkalinity, chlorine and stabilizer
- Empty skimmer basket(s)
- Monitoring pumps, gauges, heaters, chemical feeders, tanks, etc. and communicating any and all problems with management.
- Assist with preventative maintenance and increasing the efficiency of the system thereby reducing long term expenses.

#### **Weekly**

- Remove and dispose of any debris from each of the filter/display pump basket strainers
- Backwash each sand filter while observing the effluent to ensure adequate cleansing. (Note: There are 2 sand filters. Due to the sensitivity of the lift station both sand filters cannot be backwashed at the same visit. These sand filters are supposed to be flushed once a week, but the vendor will need to backwash #1 one week and then backwash #2 the next week. When backwashing the sand filter, it must be run at 1 minute intervals, then wait 10 minutes to let the water level go back down in the lift station in between the 1 minute run times.)
- Remove and dispose of any debris from the discharge wye strainer
- Check Chemtrol unit for proper display readings
- Manually trigger Chemtrol ORP feed and pH feed. Check Stenner pumps for proper activation and chemical feed rates
- Check pool water chemistry with test-kit. Record ORP reading. Record pH reading
- Add chemicals as necessary to maintain water balance and clarity
- Refill the Chlorine tank
- Refill the Muriatic Acid tank
- Clean feature jets as necessary. Disassemble and remove any debris that may be lodged in the flow straightener beneath the jet head
- Remove and dispose of any debris from the chemical sampling line wye strainer
- Pressure wash the splash pads

#### **Monthly**

- Push the test button and reset each G.F.C.I. circuit breaker.
- Trigger and observe proper function of the automated filter return flow control valve. Clean or adjust as necessary.

- Activate each of the feature solenoid control valves. Verify that each corresponding feature, normally triggered by the animation controller to lower the jet heights accordingly. Make calibration adjustments as needed
- Inspect and clean any accumulated debris from the wye strainers
- Lift the Fill float to ensure proper signalization to the WLM module and initiation of the corresponding fill system
- Lift the Low Water float to ensure proper signalization to the WLM module and initiation of the safety LWCO system
- Inspect each Stenner pump peristaltic hose for signs of cracking or deterioration

### **Twice Yearly**

- Lubricate pump motors as necessary
- Lubricate and service air compressor as necessary Re calibrate pH probe
- Reset timeclocks for daylight savings time adjustment

### **B. Licenses and Permits**

The Contractor will conduct all work activities so that they comply with all Federal, State and local regulations, laws and ordinances.

### **C. Materials and Equipment**

Contractor must furnish all supervision, labor, materials, equipment and transportation required to complete the project as specified herein.

Chemicals required include, but are not limited to:

1. Chlorine
2. Sulphuric Acid
3. Stabilizer
4. Sodium Bicarbonate
5. Enzymes necessary for sand filter care
6. Algaecides
7. Metal Sequestering Agents
8. Clarifiers
9. Phosphate Reducer
10. De-Foamer

Note: No chemicals are to be stored on site at Whistle Stop Park

### **D. Disposal of Materials**

The Contractor shall be responsible for proper and lawful disposal of all waste materials into a Florida Department of Environmental Protection permitted landfill or provide evidence of a permitted recycling facility.

### **E. Contract Period/Cost Adjustments**

## **CONTRACT PERIOD**

The term of this agreement shall be for a three (3) year period beginning on the date the contract is issued. This contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. All prices quoted shall remain firm for the first three (3) years of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal. Should the Contractor choose to terminate the contract, sixty (60 day) written notice to the City shall be required.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

## **COST ADJUSTMENTS**

Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing the pricing for this ITB.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City of Edgewater Environmental Services Director at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension. All rate adjustment shall be requested by the Vendor with sufficient supporting documentation to be considered by the City.

If no adjustment request is received from the Vendor (Contractor), the Parties agree that the optional term may be exercised without a rate adjustment. Late rate adjustment requests will not be considered. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

## **3) City's Right to Inspect**

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project. The City or its authorized Agent shall have the right to inspect the Contractor's site during normal working hours (as described in section 2A).



#### **4) Terms and Conditions of Contract**

The City has developed standard contracts/agreements. The City strongly urges the Contractor to return a signed standard City contract/agreement contained within this **RFP** with your submittal, in order to expedite final approval and execution of said contract.

A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFP**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Council.

The term of this agreement shall be for a three (3) year period beginning on the date the contract is issued. This contract may be renewed, upon agreement by both parties, for up to two (2) additional one-year periods. All prices quoted shall remain firm for the first three (3) years of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal. Should the Contractor choose to terminate the contract, sixty (60 day) written notice to the City shall be required.

#### **5) General Terms and Conditions**

##### **A. Licenses**

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the Proposal response indicating that the entity proposing, as well as the team assigned to the City account, is properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 424-2400.

##### **B. Principals/Collusion**

By submission of this Proposal, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

##### **C. Taxes**

The City is exempt from Federal Excise and State of Florida Sales Tax.

## **D. Relation of City**

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

## **E. Term Contracts**

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

## **F. Termination**

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance. Should the Contractor choose to terminate the contract, sixty (60 day) written notice to the City shall be required.

## **G. Liability**

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

## **H. Assignment**

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

## **I. Lobbying**

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from time of advertisement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Proposal, with the exception of the Purchasing Specialist or the Finance Director's designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

## **J. Single Proposal**

Each Proposer must submit, with their proposal, the required forms included in this ITB. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a

primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same ITB.

All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

#### **K. Protest Procedures**

Any appeal or protest to the Request for Proposal shall be governed by the City of Edgewater's Purchasing Policies and Procedures.

#### **L. Public Entity Crime**

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 any goods 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, Bids, 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 for a period of 36 months following the date of being placed on the convicted vendor list.

#### **M. Conflict of Interest**

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this ITB document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

#### **N. Prohibition of Gifts to City Employees**

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

#### **O. Immigration Reform and Control Act**

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et. seq. and regulations relating thereto, as either may be amended. Failure

by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

### **P. Equal Opportunity**

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

### **Q. Florida Public Records Act**

All material submitted regarding this RFP becomes the property of the City. RFP documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFP and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 and 119.0701 et. seq.

### **R. Scrutinized Companies pursuant to FS Sections 287.135 and 215.473**

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

## **6) Instructions for Bid**

### **A. Compliance with the RFP**

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

### **B. Acknowledgment of Insurance Requirements**

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

### **C. Acknowledgment of Bonding Requirements**

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

Not Applicable

Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Edgewater on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5%

of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

#### **D. Delivery of Bids**

All bids are to be delivered before 3:00 p.m., local time, on or before June 19, 2019 to:

City of Edgewater  
City Clerk  
104 N. Riverside Dr.  
Edgewater, Florida 32132

The City shall not bear the responsibility for bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition:

The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit two (2) total copies of the proposal, one (1) original, and one (1) electronic copy in PDF format, on an USB flash drive.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

#### **E. Evaluation of Bids (Procedure)**

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.
2. Request for Proposals (**RFP**) issued.
3. Subsequent to the closing of proposals, the Purchasing Specialist shall review the proposals received and verify whether each proposal appears to be minimally responsive to the

requirements of the published **RFP**. In instances where both the Purchasing Specialist and Project Manager be appointed to the committee as voting members, such meetings shall be open to the public and the Purchasing Specialist shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than one (1) day in advance.

4. The committee members shall review each Proposal individually and score each proposal based on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each proposal to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the City or a submission of a proposal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals.

#### **F. Ambiguity, Conflict, or Other Errors in the RFP**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Purchasing Specialist, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Specialist will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the proposal or it shall be waived.

## **G. Proposal, Presentation, and Protest Costs**

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its proposal in response to this **RFP**, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

## **H. Acceptance or Rejection of Proposals**

The right is reserved by the City to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by the City to accept the proposal which in the judgment of the City is deemed the most advantageous for the public and the City.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

## **I. Requests for Clarification of Proposals**

Requests by the Purchasing Specialist to a proposer(s) for clarification of proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its proposal.

## **J. Validity of Proposals**

No proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

## **K. Response Format**

The proposal shall be deemed an offer to provide services to the City. In submitting a proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this **RFP**. Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFP**. All copies of the proposal should be bound and tabbed. The utilization of recycled paper for proposal submission is strongly encouraged.



The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its proposal.

**1) Tab 1 - Table of Contents:**

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

**2) Tab II - Transmittal Letter:**

This letter should be brief and introductory in nature. The letter should state the name, address and telephone number of the individual that is authorized to make commitments for the company. The letter should also summarize the company's ability to complete the scope of services.

**3) Tab III - Summary of Qualifications: Provide responses to the following:**

Firm Profile - Include the following:

- a. Provide copies of certification: C.P.O. and A.F.O.
- b. Demonstrate commitment to preventative maintenance to help to increase the efficiency of the system thereby reducing the long term expenses and down time of the splash park.
- c. Demonstrate local business partnerships to enhance level of service for such items (not limited to): (City will contract separately for these additional services)
  1. Ceramic coating on sun shade and fence structures to protect against rust and break down due to the cleaning of the splash pad
  2. Maximize sand filter life expectancy
  3. Maximize controls life expectancy
- d. Lightning detection shut down system providers Demonstrate Fecal Incident Care and Controls Plan
- e. Demonstrate ability to assist City of Edgewater staffers with consistent walk-through / training for efficient operation and maintenance
- f. Please disclose all litigation that your firm has been involved and the outcome of the litigation
- g. Disclose any Federal, State or Local law violations and the outcome of the violations.

Previous Experience

- Provide a client listing and a minimum of three (3) current or previous references in State of Florida, for similar projects as defined by the Scope of Service herein. Include the term of the relationship(s), current status and individual, contact name, address, email, and telephone number.

**4) Tab IV – Acceptance of Conditions**

Proposer should note any exceptions to the stated Scope of Work here, or if none, note Conditions per Scope of Work are accepted.

**5) Tab V - Proposed Cost:**

All costs associated with delivering the requested services shall be detailed in the format requested on the Proposal Form

Calculation of points for cost will be completed as described in the following **EXAMPLE**. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	85	85.0
Company #2	\$108,000.00	\$100,000.00	92.6%	85	78.7
Company #2	\$120,000.00	\$100,000.00	83.3%	85	70.8

**6) Tab VI, Documents**

- Evidence that the proposer is licensed in the state of Florida to provide Splash Pad Maintenance - Whistle Stop Park
- Affiliations and/or memberships, Professional Certifications/Licenses

**7) Tab VII, Required Form Submittals**

Failure to provide the completed required forms may result the submittal being deemed non-responsive.

Required forms:

- Proposers Checklist
- Standard Contractor Services Contract
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Proposal Form
- Scrutinized Companies pursuant to FS Sections 287.135 and 215.473
- Proposal Label

## L. Proposal Evaluation Committee and Evaluation Factors

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Offeror deems pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

	<b>Maximum Points</b>
<b>Summary of Qualifications</b> <ul style="list-style-type: none"> <li>• <b>Qualifications</b></li> <li>• <b>Experience</b></li> <li>• <b>Past Performance</b></li> </ul>	<b>40</b>
<b>Fee Proposal</b>	<b>40</b>
<b>Ability to meet all RFP, licensing and risk management requirements</b>	<b>10</b>
<b>References</b>	<b>10</b>
<b>Total Points</b>	<b>100</b>

**Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Edgewater, these services should be identified and included in the request response.

**Tie Breaker:** In the event of a tie (with each business certifying that it is a Drug-Free Workplace), **both in individual scoring and in final ranking**, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a

multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

## **7) Contract / Agreement and All Required Forms**

Required forms:

- Proposers Checklist
- Standard Contractor Services Contract
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Proposal Form
- Scrutinized Companies pursuant to FS Sections 287.135 and 215.473
- Proposal Label

## PROPOSER CHECK LIST

**I M P O R T A N T**: Please read carefully, sign in the spaces indicated and return with your Proposal.

Proposer should check off each of the following items as the necessary action is completed:

- The standard contract/ agreement has been signed and included.
- All applicable forms have been signed and included
- All information as requested in the Proposer's Qualification Form is included.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:

CITY CLERK  
City of Edgewater  
104 N. Riverside Dr.  
Edgewater, Florida 32132

- The **mailing envelope must be sealed and marked** with Proposal Number “**RFP 19-PR-007**”, Proposal Title “**Splash Pad Maintenance - Whistle Stop Park**” and Due Date “**December 18, 2018 @ 3:00 pm**”.
- The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)

**ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

**CONTRACTOR SERVICES AGREEMENT**

**SPLASH PAD MAINTENANCE - WHISTLE STOP PARK  
Request for Proposal (RFP) #19-PR-007**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_, duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called "CONTRACTOR" and the **CITY OF EDGEWATER**, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called "CITY".

**SECTION 1. AGREEMENT.** The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposals (RFP #19-PR-007), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

**SECTION 2. TERM OF AGREEMENT.** The term of this agreement is for three (3) years from the date of award with two (2), one (1) year renewal options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the renewal option shall be granted.

**SECTION 3. COMPENSATION.** The City will pay Contractor the monthly amount invoiced pursuant to the pricing stipulated on the Proposal Form and based on actual quantities delivered based on either cubic yard or tonnage.

**SECTION 4. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For City:**  
Robin L. Matusick, Paralegal  
City of Edgewater  
104 N. Riverside Drive  
Edgewater, FL 32132  
(386)424-2400 #1203

**For Contractor:**  
\_\_\_\_\_, \_\_\_\_\_(Name, Title)  
\_\_\_\_\_. (Company)  
\_\_\_\_\_(Address)  
\_\_\_\_\_(City, State, Zip)  
\_\_\_\_\_(Phone)

**SECTION 5. RIGHTS AT LAW RETAINED.** The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES.** This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any

litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

**SECTION 7. MODIFICATIONS TO AGREEMENT.** This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

**SECTION 8. SEVERABILITY.** If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

**SECTION 9. WAIVER OF JURY TRIAL.** THE CITY AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

**SECTION 10. NON-WAIVER.** No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONTRACTOR's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

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

CITY OF EDGEWATER

\_\_\_\_\_  
Glenn A. Irby, Interim City Manager  
\_\_\_\_\_  
Robin L. Matusick, City Clerk, Paralegal  
Dated: \_\_\_\_\_

WITNESSES:

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

FIRMS

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Dated: \_\_\_\_\_

- Attachments: A. RFP #19-PR-007  
B. Firm Response to RFP  
C. Scope of Service

Approved by the City Council of the City of Edgewater at a meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 under Agenda Item No. \_\_\_\_\_.



**CONFLICT OF INTEREST AFFIDAVIT**

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ for the Firm, OR who produced the following identification:\_\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

**PROPOSERS QUALIFICATION FORM**

**LIST MAJOR WORK PRESENTLY UNDER CONTRACT:**

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:**

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

**OTHER INFORMATION ABOUT PROJECTS:**

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

Have you, at any time, failed to complete a project?  Yes  No

**STATEMENT OF LITIGATION:**

Are there any judgments, claims or suits pending or outstanding by or against you?  
 Yes  No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

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

**FEES:**

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ \_\_\_\_\_ **Total Fees for work done on all City projects**

**REFERENCES:**

Bank(s) Maintaining Account(s): \_\_\_\_\_

Surety/Underwriter: (if required) \_\_\_\_\_

Other References: (Use additional sheets if necessary)

**TYPE OF FIRM:**

Corporation/Years in Business: \_\_\_\_\_. If firm is a corporation, please list state in which it is incorporated: \_\_\_\_\_. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Partnership/Years in Business: \_\_\_\_\_

Sole Proprietorship/Years in Business: \_\_\_\_\_

Other: Please list: \_\_\_\_\_

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

**DECLARATION STATEMENT**

City of Edgewater  
104 N. Riverside Dr.  
Edgewater, FL 32132

**RE: RFP NO. 19-PR-007 - “Splash Pad Maintenance - Whistle Stop Park for City of Edgewater”**

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this proposal or in the contract to which this proposal pertains, and that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the proposal pertains.

The Proposer puts forth and agrees, if this proposal is accepted, to execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the proposal pertains. The Proposer states that the proposal is based upon the proposal documents listed by **RFP 19-PR-007**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the City of \_\_\_\_\_, in the State of \_\_\_\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

## INSURANCE REQUIREMENTS

### INSURANCE TYPE

### REQUIRED LIMITS

=====

- 1. Worker's Compensation  
Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
  
- 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.  
Bodily Injury & Property Damage  
  
\$1,000,000 single limit per occurrence
  
- 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Edgewater, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Edgewater.

- 4. Automobile Liability  
\$ 500,000 Each Occurrence  
Owned/Non-owned/Hired  
Automobile Included
  
- 5. Other Insurance as indicated below:  
Errors and Omissions or Professional  
Malpractice Coverage  
\$ 1,000,000 Per Occurrence
  
- 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
  
- 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.
  
- 8. The City of Edgewater must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

**INSURANCE REQUIREMENTS**  
(Continued)

9. The City of Edgewater shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Edgewater  
Edgewater, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.

11. The Certificate must state the **RFP** Number and Splash Pad Maintenance - Whistle Stop Park.

=====

**PROPOSER'S AND INSURANCE AGENT'S STATEMENT:**

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Insurance Agency

\_\_\_\_\_  
Signature of Proposer's Agent

**DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

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.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

- YES
- NO

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

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

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

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

He/she is \_\_\_\_\_ of \_\_\_\_\_, Proposer that has submitted the attached Proposal;

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

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element 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 the CITY OF EDGEWATER.

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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Title

My Commission Expires: \_\_\_\_\_



## REFERENCES FORM

Provide the business names, contact persons and telephone numbers of a minimum of three (3) references for which the firm has provided services described in this proposal for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_
  
2. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_
  
3. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_
  
4. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Edgewater

by \_\_\_\_\_

(Print Individual's Name and Title)

for \_\_\_\_\_

(Print Name of Entity Submitting Sworn Statement)

whose \_\_\_\_\_ business \_\_\_\_\_ is

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

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

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Personally known \_\_\_\_\_

\_\_\_\_\_  
(Notary)

OR produced identification \_\_\_\_\_

Notary Public State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

**VENDOR INFORMATION**

Vendor is:

- ( ) Corporation
- ( ) Partnership
- ( ) Sole Proprietorship
- ( ) Other \_\_\_\_\_(Explain)

Federal Employer Identification Number: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ Web Address: \_\_\_\_\_

If remittance address is different from the mailing address so indicate below.

Firm Name: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

Name & Title Printed: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473**

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that the company is not participating in a boycott of Israel. Contractor t also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

Contractor submits this certification as a condition of contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

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

City of \_\_\_\_\_)

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ for the Firm, OR who produced the following identification: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**PROPOSAL FORM**  
**RFP 19-PR-007**  
**SPLASH PAD MAINTENANCE - WHISTLE STOP PARK**

Pricing must include all charges to complete the Splash Pad Maintenance, according to the Scope of Work.

**Initial Contract Period (3 year)**

Monthly fee during season March 15-December 15 \_\_\_\_\_

Monthly fee off season December 15 - March 15 \_\_\_\_\_

**Total annual cost for initial contract term (3 years)**

\_\_\_\_\_  
**(in numbers)**

\_\_\_\_\_  
**(in words)**

**Total contract period year 4** \_\_\_\_\_

**Total contract period year 5** \_\_\_\_\_

**Additional costs**

**Emergency Call Out (hourly rate)** \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Authorized Representative Name: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

**THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.**

**PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax No.

**THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.**

**PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax No.



Cut and use this label for Proposal Package

CITY OF EDGEWATER  
CITY CLERK  
104 N. RIVERSIDE DRIVE  
EDGEWATER, FL 32132

RFP 19-PR-007

**Splash Pad Maintenance - Whistle Stop Park**

OPENING DATE/TIME:  
June 19, 2019 by 3:00 p.m.