

# 21-15R - Public Art Administrator Services

Opening Date: March 17, 2021 3:00 PM

Closing Date: April 5, 2021 3:00 PM

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## Vendor Details

Company Name:	Gadson & Ravtiz, LLC
	8834 NW 75th Court
Address:	Tamarac, Florida 33321
Contact:	George/Beth Gadson/Ravitz
Email:	gadsonravitz@gmail.com
Phone:	954-822-5425
HST#:	263377990

## Submission Details

Created On:	Saturday March 20, 2021 11:08:22
Submitted On:	Monday April 05, 2021 10:54:02
Submitted By:	George/Beth Gadson/Ravitz
Email:	gadsonravitz@gmail.com
Transaction #:	b386bcd5-4954-407b-a1bd-42d8fa0b808c
Submitter's IP Address:	108.206.107.91

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Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

\* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank.Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

Cost Proposal Form

Line Item	Lump Sum Two (2) Year Cost (Not to Exceed price based on hourly rates and estimated number of hours per month): *	Total Cost Per Hour (Not to Exceed) *	Estimated Number of Hours Per Month *	Estimated Reimbursable Expenses per month *	
1	\$100,000.0000	\$50.0000	83.33	\$50.0000	*

Bid Questions

Is your firm a Local Broward Certified Small Business Vendor? If so upload proof under Document Upload No

Is your firm a Local Tamarac Vendor? If so upload proof under Document Upload No

Specifications

Scrutinized Companies

I certify that my company will not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the .Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

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 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 florida Statute§ 287.135. Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed oin the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

I Hereby Acknowledge the Scrutinized Companies -- 287.135 and 215.473 Information Below and Will Abide by Everything Outlined in this Section *	
<input checked="" type="radio"/> Yes	*
<input type="radio"/> No	

By execution of this Agreement, Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further 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 the Contractor 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. 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.

## VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids 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 received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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.

1. 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.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. 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 five (5) days after each conviction.
4. Impose a section 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.
5. 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 form complies fully with the above requirements.

<b>I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section *</b>		
<input checked="" type="radio"/> Yes		*
<input type="radio"/> No		

## PROPOSER'S QUALIFICATION STATEMENT - 1

Line Item	The Correct Name of The Proposer Is:	The Address of the Principal Place of Business Is: *	Under what former name(s) has your business operated? Also List former address(es) of that business (if any). *	Have you ever been debarred or suspended from doing business with any government entity? If Yes, Explain *	Are you Certified? If Yes, attach copy of Certification to Package *	Are you Licensed? If Yes, attach copy of License to Package *	Has your company ever declared bankruptcy? *	If Yes, explain: *	Are you a Sales Representative of the commodities/services bid upon? *	Have you ever received a contract or a purchase order from the City of Tamarac or other government entity? *
1	Gadson & Ravitz LLC	7860 West Commercial Boulevard Lauderhill, FL 33351	8834 NW 75th Court Tamarac, FL 33321 1831 Highland Place Coral Springs, Florida 33071	No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	None of the Above	<input checked="" type="radio"/> Yes <input type="radio"/> No

## PROPOSER'S QUALIFICATION STATEMENT - CONTINUED 2

Line Item	Date of Incorporation: *	State of Incorporation	Presidents Name *	Vice President's Name:	Secretary's Name:	Treasurer's name	Name and address of Resident Agent:	If Offeror is an individual or a partnership - c) State whether general or limited partnership:	If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.	How many years has your organization been in business under its present business name
1	9/2/2008	Florida	George Gadson Beth Ravitz	NA	NA	NA	8834 NW 7th Court Tamarac, FL 33321	LLC	NA	13

## PROPOSER'S QUALIFICATION STATEMENT - CONTINUED 3

Line Item	Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and/or state registration. See Document Upload 5) *	Have you personally inspected the site of the proposed work? (If Applicable to this Proposal)	Do you have a complete set of documents, including drawings and addenda? *	Did you attend the Pre-Proposal Conference if any such conference was held?	Have you ever failed to complete any work awarded to you? If so, state when, where and why: *	List the pertinent experience of the key individuals of your organization *	State the name of the individual who will have personal supervision of the work: *	State the name and address of attorney, if any, for the business of the Offeror: *	State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:	State the names, addresses and the type of business of all firms that are partially or wholly owned by Offeror:
1	Business Tax Receipts	<input checked="" type="radio"/> Yes	<input type="radio"/> Yes	<input type="radio"/> Yes	No	With combined	George	NA	George Gadson	George

			<input type="radio"/> No	<input checked="" type="radio"/> No	<input checked="" type="radio"/> No	<p>careers of nearly 50 years, the team of Gadson &amp; Ravitz helped obtain public art ordinances, wrote master plans, chaired public art committees and consulted for several cities, as well as created over 50 public art projects. Additionally, the team has created several integrated pieces in collaboration with engineers, architects, landscape architects and municipalities and as part of a Master Plan for Art in Public Places.</p> <p>We have strategically developed lasting partnerships with communities, businesses, developers, local government, influential designers and architectural firms.</p> <p>Our diversity reflects the communities we serve and is expressed in the art consulting provided. We are knowledgeable and have facilitated artworks in public locations including but not limited to suspended ceiling sculptures, wall murals, free standing sculptures, floor designs, 911 memorials, Performing Art Center, Veterans' Parks, Library, Aquatic Centers, Fire Stations, hotels, fences, functional seating, floors, (both indoor and outdoor), to name a few.</p> <p>HIGHLIGHTS</p> <ul style="list-style-type: none"> <li>• Art Master Planners</li> <li>• Two Person</li> </ul>	<p>Gadson and Beth Ravitz</p>	<p>8834 NW 75th Court Tamarac, Florida 33321 Beth Ravitz</p>	<p>Gadson Studios- 100% Ravitz Studio- 100%</p>	
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					Portland OR, entryway glass tile mural • Gainesville Senior Center, Gainesville, FL, entry façade, clay and glass • Everglades High School Miramar, FL, entry façade, grant funded • Flowering Tree Park, Lauderdale, FL, Amphitheatre ceramic mural • Ocean Avenue Amphitheater, Boynton Beach, FL, wall and canopy • Nova Blanche Forman Elementary, Davie, FL, entry mural • Taravella High School, Coral Springs, FL, promenade mural • Ilene Lieberman Botanical Garden, Lauderdale, FL, sidewalk and gazebo • Renaissance Park, Lauderdale, FL, entry path and sidewalk in playground • Multicultural Park, Plantation, FL, free-standing pergola gateway and mural • Westchester Elementary School, Coral Springs, FL, pedestrian walkway mural Selected grants and Awards • 3-time recipient of Zone Residency Grant 2-time recipient of Community Arts in Education Grant • Best Public Art in Florida at the FAPAP Year in Review • FASLA Award: FL Chapter				
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**PROPOSER'S QUALIFICATION STATEMENT - CONTINUED 4**

Line Item	State the name of Surety Company which will be providing the bond, and name and address of agent: *	Bank References: (Include the Name, Address, Phone Number, Contract Name and Email	State the name of the firm preparing the financial statement and date thereof:	Is this financial statement for the identical organization named on page one? *	If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).	
1	NA	Wells Fargo 120 N. Dixie Highway Lake Worth, Florida 33480 Jean Joseph	Streimer and Flusberg 12/31/2020	<input checked="" type="radio"/> Yes <input type="radio"/> No	NA	*

## CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Indicate which type of organization *	Company Name *	Address *	Telephone *	City *	State *	ZIP *	Contractor's License Number *	Federal Tax ID Number *	Email address for above signer *
CORPORATION	Gadson & Ravtiz, LLC	7860 West Commercial Blvd.	9548225425	Lauderhill	Florida	33351	NA	26-3377990	gadsonravitz@gmail.com

## VENDOR OWNERSHIP

Line Item	Does your firm employ more than 50 persons (including full-time and part-time employees) *	Is your firm a construction firm? *	If you are a construction firm, is the average annual gross revenue for your firm for the past three (3) years greater than \$9 million?	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the primary owner's veteran status (at least 51% ownership): *	If your firm has been certified as a Small Business (SBE), a Women Owned Business (WBE), a Minority Owned Business (MBE) or a Veteran Owned Business (VBE), please indicate the agency or agencies that have granted the certification to your firm. (If you choose "other" please indicate the name or names of the certifying agency(ies)): *
1	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Equally-owned (Female and Male)	Not Applicable / Prefer Not to Say	Non-Veteran	Not Applicable / Prefer Not to Say

## Local, Veteran and CBE Information

Line Item	Is the primary address of your firm located within the City limits of Tamarac *	Which of the following best describes the primary owner's veteran status? *	Is your firm a Certified Business Enterprise (CBE) Certified by Broward County? (*NOTE Proof of Certification must be included in Document Upload Section) *
1	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	<input type="radio"/> Yes <input checked="" type="radio"/> No

## Firm's Primary Ownership

Line Item	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the ethnicity of your firm's primary owner (at least 51% ownership): *	Please select the current certification your firm holds: (*NOTE Proof of Certification must be included in Document Upload Section)	Indicate the agency or agencies that have granted the certification to your firm: *	If Other Please Enter Information Here: (If NONE Enter the word "NONE")
1	Equally-owned (Female and Male)	Other (not listed above)	None	Other	NONE

## References

## REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *	
1	City of Tamarac	7525 NW 88th Avenue Tamarac, FL 33321	Maxine Calloway City of Tamarac	954- 357-3542	Maxine.calloway@tamarac.org	*
2	City of Lauderhill	5581 W. Oakland Park Blvd. Lauderhill, FL	Desorae Giles Smith	954-730-3004 954-336-1551	dgiles@lauderhill-fl.gov	*
3	City of North Lauderdale	701 SW 71st Avenue North Lauderdale, FL 33068	Tammy Reed-Holguin	954-597-4737	tholguin@nlauderdale.org	*
4	City of North Lauderdale	701 SW 71st Avenue North Lauderdale, FL 33068	Katherine Randall	954-597-4739	krandall@nlauderdale.org	*
5	Margoles Consulting	1371 NW 113 Terrace Coral Springs, FL 33071	Kathleen Margoles	954-328-1420	kathiemargoles@bellsouth.net	*

## Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [NON-COLLUSIVE AFFIDAVIT](#) - Non Collusive.pdf - Tuesday March 30, 2021 23:27:30
- [Certified Resolution](#) - CERTIFIED RESOLUTION.pdf - Tuesday March 30, 2021 22:09:50
- [W9](#) - W9.pdf - Friday April 02, 2021 09:09:20
- [Certificate of Insurance \(COI\)](#) - Tamarac Certificate of Insurance.pdf - Thursday April 01, 2021 09:48:44
- Proof that Proposer is a Local Broward Certified Small Business Vendor (optional)
- Proof that Proposer is a Local Tamarac Vendor (optional)
- [Proposal Information Requested](#) - GADSON & RAVITZ, LLC - 12-31-2020 FS.PDF - Friday April 02, 2021 12:50:26

STANDARD TERMS AND CONDITIONS

***Our Vision and Mission***

***Our Vision:*** The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

***Our Mission:*** We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

***Responds to the Customer***

***Creates and Innovates***

***Works as a Team***

***Achieves Results, and***

***Makes a Difference***

*In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.*

*Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.*

*Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.*

When specific weighted criteria are included in the City's proposal document, the weighted criteria shall be used for the initial evaluation of proposals for either short-listing, or as the final evaluation method if the number of responses received does not warrant a short-listing cycle. The City may then use a best value ranking for the final ranking of firms after the completion of the evaluation process and/or any oral presentations provided by the short-listed firms. When there is an absence of weighted criteria, the Evaluation Committee will utilize a best value ranking process.

When specific weighted criteria are included in the City's proposal document, the weighted criteria shall be used for the initial evaluation of proposals for either short-listing, or as the final evaluation method if the number of responses received does not warrant a short-listing cycle. The City may then use a best value ranking for the final ranking of firms after the completion of the evaluation process and/or any oral presentations provided by the short-listed firms. When there is an absence of weighted criteria, the Evaluation Committee will utilize a best value ranking process.

**1. STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions apply to all offers made to the City of Tamarac by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Bid. As such the words "bid", "proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposers. The City of Tamarac reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac. Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these Standard Terms and Conditions shall have precedence over these Standard Terms and Conditions. If no changes or deletions to the Standard Terms and Conditions are made in the Special Conditions, then the Standard Terms and Conditions shall prevail in their entirety.

**2. INSURANCE**

2.1 Offeror agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Offeror, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

2.2 Offeror shall obtain at Offeror's expense all necessary insurance in such form and amount as required by this proposal or by the City's Risk Manager before beginning work under this Agreement.

2.3 Offeror shall maintain such insurance in full force and effect during the life of this Agreement. Offeror shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under this Agreement.

2.4 Offeror shall indemnify and save the City harmless from any damage resulting to it for failure of either Offeror or any Sub-Offeree to obtain or maintain such insurance.

2.5 The following are required types and minimum limits of insurance coverage, which the Offeror agrees to maintain during the term of this contract:

Insurance Requirements Line of Business Coverage	Limits	
	Occurrence	Aggregate
<b>Commercial General Liability Including:</b>		
Premises / Operations		
Contractual Liability		
Personal & Advertising injury		
Bodily Injury	\$1,000,000	\$1,000,000
Independent Contractors		
Explosion, Collapse and Underground Hazard		
Products / Completed Operation		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		

<b>Automobile Liability</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>
<b>Limits: \$1,000,000 Per Occurrence/ Aggregate</b>		
<b>Workers Compensation &amp; Employer's Liability</b>	<b>Statutory</b>	
<b>Statutory</b>		

**The City reserves the right to require higher limits or additional coverages depending upon the Statement of Work under this Agreement.**

2.6 Neither Offeror nor any Sub-Offeror shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Offeror will ensure that all Sub-Offerors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.

2.7 All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

2.8 The Offeror's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Offeror's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.

2.9 The Offeror shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Offeror purchase a bond to cover the full amount of the deductible or self-insured retention.

2.10 If the Offeror is required to provide professional services under this Agreement, the evidence of Professional Liability insurance coverage with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate must be provided. "Claims-Made" forms are acceptable only for Professional Liability.

2.11 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of City.

### **3. INDEMNIFICATION**

3.1 **GENERAL INDEMNIFICATION:** Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged:

a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or

b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or

c). liens, claims or actions made by the Contractor or any sub-contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor

3.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

3.3 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

3.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

3.5 Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

### **4. INDEPENDENT CONTRACTOR**

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

### **5. TERM / SCHEDULE**

5.1 **Contract Term:** The City may require a final term Agreement which shall be in place for a specified timeframe, and may additionally provide for one or more renewal options. Such information shall be provided in the Statement of Work herein. When the City utilizes a term Agreement, the successful contractor will be responsible to successfully perform in accordance with the requirements of the Statement of Work for the full term of the Agreement, as well as any agreed upon contract renewals and extensions. In the event that The City is unable to renew or replace an agreement prior to the end of the contract term, the Contractor shall continue to perform under the Agreement on a month-by-month basis at the same terms, conditions and pricing currently in place on the originally scheduled contract completion date, for a period not to exceed three (3) months, or until a new contract is put in place, whichever period is shorter.

5.2 **Project Schedule:** When submitting a proposal for a single project, which will be accepted upon final completion of work, Proposer shall provide City with an estimated number of days and hours anticipated to complete the project. The City reserves the right to consider the acceptability or unacceptability of the Proposer's schedule based upon the needs of the City for the individual project. The City shall be sole judge of the acceptability of a proposed project schedule.

### **6. DELIVERIES**

Any item requiring delivery by the Offeror or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in

the bid price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part thereof, without obligation if delivery is not made at the time specified in the proposal.

## **7. WARRANTIES**

7.1 Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.

7.2 Successful Offeror warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

7.3 Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

7.4 All warranties made by Successful Offeror together with service warranties and guarantees shall run to City and the successors and assigns of City.

## **8. CONDITIONS OF MATERIAL**

8.1 All materials and products supplied by the Offeror in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

8.2 Successful Offeror shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

## **9. COPYRIGHTS OR PATENT RIGHTS**

The Offeror warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

## **10. SAFETY STANDARDS**

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

## **11. INSPECTION**

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

## **12. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Contract, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Consultant further agrees that he/she will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

## **13. TAXES**

13.1 Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

13.2 The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

## **14. PERMITS, FEES AND NOTICES**

Successful Offeror shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

## **15. PERFORMANCE**

Failure on the part of the Offeror to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposal, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.

## **16. TERMINATION OF AGREEMENT**

### **16.1 TERMINATION FOR CAUSE AND DEFAULT**

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Successful Offeror neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by of written notice of such neglect or failure.

### **16.2 TERMINATION FOR CONVENIENCE OF CITY**

This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Successful Offeror for such termination in which event the

Successful Offeror shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Successful Offeror abandons this Agreement or causes it to be terminated, the Successful Offeror shall indemnify the city against loss pertaining to this termination.

### 16.3 FUNDING OUT

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

## 17. RECORDS / AUDITS

17.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

17.1.1 Keep and maintain public records required by the City in order to perform the service;

17.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

17.1.3 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 the contract term and following completion of the contract if the contractor does not transfer the records to the City.

17.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

17.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

## 18. ASSIGNMENT

Successful Offeror shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval. Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract. All rights, title, interest and obligations of Successful Offeror shall thereupon cease and terminate.

## 19. EMPLOYEES

19.1 Employees of the successful Contractor shall at all times be under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

19.2 **Unauthorized Immigrants:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFP. This applies to any sub-contractors used by the Contractor as well.

## 20. GOVERNING LAW:

The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida.

## 21. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473

Proposer must certify that the company is not participating in a boycott of Israel. Proposer must also certify that Proposer 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. Proposer must acknowledge the question regarding the certification herein, that is attached to this proposal document.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the successful Contractor (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.

## 22. E-VERIFY COMPLIANCE

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:



1. a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
2. b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

**23. PUBLIC RECORDS CUSTODIAN**

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

**CITY CLERK**  
**7525 NW 88TH AVENUE**  
**ROOM 101**  
**TAMARAC, FL 33321**  
**(954) 597-3505**  
**CITYCLERK@TAMARAC.ORG**

☒ We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - George Beth Gadson Ravitz, Partners, Gadson & Ravitz, LLC  
 The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ **Yes** ☐ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document  
 Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		





