



CITY OF MARATHON

RFQ NUMBER: RFQ-2023-01

Issue Date: January 30, 2023

Due Date: March 6, 2023 3:00 PM

Public Notice

NOTICE TO CONTRACTORS: REQUEST FOR QUALIFICATIONS

The City of Marathon (the “City”) is accepting sealed Qualification Packages for “General Contracting Services” (the “RFQ”).

The City is seeking qualified General and Specialty Contractors to provide electrical, heavy equipment, irrigation, landscaping, marine construction, mechanical, plumbing, carpentry, site work, fencing, demolition, sign and underground work (see complete list in RFQ package) on an “as needed” basis.

RFQ documents may be examined at City Hall, 9805 Overseas Highway in Marathon. Proposal documents may also be examined online at www.demandstar.com. **All proposals must be submitted in sealed envelopes to the City Clerk on or before March 6, 2023 at 3:00 PM at which time they will be publicly opened and read aloud. Any proposals received after 3:00 PM on said date will not be accepted and will be returned unopened.** The City assumes no responsibility for proposals not properly marked.

Prospective Proposers shall not contact or otherwise communicate with City staff or City officials except as set forth in Paragraph 4.1 of the Instructions to Proposers.

The City reserves the right to reject any or all proposals and to waive informalities in any proposals received, except timely submission of proposals, to re-advertise for proposals or to take any other such actions that may be deemed in the best interests of the City. As a matter of information to Proposers, the City does not bind itself to any of the information contained herein, but reserves the right to accept any proposal, which in the judgment of the City Council will best serve the needs and interests of the City.

BID DOCUMENTS OBTAINED FROM ANY SOURCE OTHER THAN DEMANDSTAR MAY NOT BE ACCURATE OR COMPLETE, AND EACH POTENTIAL BIDDER ASSUMES ALL RISKS BY ITS RELIANCE ON SUCH DOCUMENTS. ANY BIDDER WHO HAS NOT OBTAINED THE ITB DOCUMENTS FROM DEMANDSTAR WILL NOT BE NOTIFIED OF ANY ADDENDA ISSUED BY THE CITY, WHICH COULD CONTAIN MATERIAL CHANGES THERETO (SUCH AS ADDITIONS OR CHANGES TO THE TECHNICAL SPECIFICATIONS, EXTENSIONS OF TIME, ETC.)

The following schedule is anticipated for this selection process:

Event	Due Date
RFQ Release	January 30, 2023
Proposal/SOQ Submittal	March 6, 2023 3:00 P.M.
Firm Recommendation Selection	March 13, 2023
Council Award	April 11, 2023

PURPOSE

The City will pre-qualify General and Specialty Contractors and enter into a Continuing Services Agreements with selected contractors to include labor and material rates for general and specialty construction, repairs or specialized work on a project-by-project basis that are within the purchasing thresholds (not to exceed \$35,000.00) delegated by the City Council to the City Manager. When relevant the City's Local Preference Ordinance (attached as Exhibit B) will apply to these projects.

Interested contractors should have considerable experience in repairs, renovations, new construction, testing, and repair or remodeling. No minimum amount of services or compensation will be assured to any contractor(s) retained, and the City may, at its sole discretion, retain other contractors.

SCOPE OF SERVICES

The scope of services included in this description is not intended to be all inclusive of the construction services to be performed by selected Proposers; but is provided to outline possible scopes of work or combination thereof for construction:

- General Interior Fit-Up: Walls (CMU-Steel Stud-Wood Stud (F.R.)-chain link, etc.), ceilings (acoustical tile-drywall-plaster-wood-unfinished-etc.), flooring (tile-carpet-epoxy-terrazzo-concrete-epoxy-etc.), exterior finishes (stucco-wood masonry- metal-etc.), doors & windows, millwork & trim, soffits, miscellaneous metal framing, and other related interior fit-up architectural construction.
- Landscaping, earthwork, demolition, paving, striping, pavers, and sand re-nourishment.
- Mechanical Systems: Air handlers, filters, ductwork, registers, diffusers, fire dampers, mixing boxes, controls, refrigeration, chilled water, hot water, and other related mechanical systems work.
- Plumbing Systems: Water, sewer, fire protection, fire sprinkler, pneumatic, vacuum, plumbing fixtures, drainage, and other related plumbing systems work.
- Underground Utilities: vacuum sewer, force mains, storm water systems, and fire hydrants
- Electrical Systems: Secondary electrical power (480v-277v.-220v.-110v.), lighting (outdoor-indoor-security-parking-etc.), low voltage systems, communication systems, CCTV systems, fiber/optic cabling, street lights, traffic signal maintenance and other electrical related systems work.
- Structural Systems: Foundations, retaining walls, slabs, structural (steel-concrete-timber-composite-etc.), support building modifications & expansions, and other related light commercial structural systems work.
- Exterior Elements: Overhead doors, exterior doors & windows, enclosures, screen walls, barriers, walkway covers, awnings, and other related exterior elements.
- Other: other building type construction, maintenance and repair services considered generically as "vertical construction" for existing and new facilities.
- Miscellaneous Services: other construction and construction related services required by the CITY.

INSTRUCTIONS TO RESPONDENTS

The definitions provided in this section will apply to the RFQ Documents.

1.0 DEFINITIONS

Proposal - The offer or proposal of the Respondent submitted on the proscribed form setting forth the labor and material rates for general and specialty construction, repairs or specialized work on a project-by-project basis for the Work to be performed under the Contract Documents.

RFQ Documents – The Invitation to Respond, Instructions to Proposers, sample Continuing Services Agreement, all documentation accompanying the Proposal, post Proposal documentation submitted prior to Notice of Award, Qualifications Statement; and if applicable, General Conditions, Technical Conditions, Supplemental Conditions, Plans and Specifications, and any Addenda issued.

CITY – City of Marathon City Council, or where specified the City Manager.

CONTRACTOR - The person, firm or corporation with whom the CITY executes a Contract for the Work as defined by the Contract Documents.

Days - A day shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

Proposer - Any person, firm or corporation submitting a proposal for the Work covered by these specifications or his duly authorized representative.

Rates - The labor and material rates for general and specialty construction, repairs or specialized work on a project-by-project basis.

Responsible Proposer - Any person, firm, or corporation submitting a Proposal for the Work that maintains a permanent place of business, has adequate equipment and personnel to do the Work within the time limits that are established, has sufficient financial resources to meet the obligations to perform the Work and has not defaulted on a prior contract with the CITY and who meets the qualifications herein.

Responsive Proposer - Any person, firm or corporation submitting a Proposer for the Work whose Proposal is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Proposals for any items, unless alternatives are requested in the specifications.

Work (Also referred to as the “Project”) - The general and specialty construction, repairs or specialized work on a project-by-project basis to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

2.0 PRE-BID CONFERENCE:

2.1 Not required.

3.0 EXAMINATION OF DOCUMENTS

3.1 Proposers shall thoroughly examine the RFQ Documents, and any other documents which may be applicable to this RFQ.

3.2 A sample Contract has been included in the RFQ Documents. The CITY is not bound by this sample document and reserves the right to modify the final agreement.

3.3 Proposers should be aware that the CITY is subject to hurricanes and tropical storms and therefore the Proposer shall consider such likelihood in submitting their Proposal. Each Proposer must submit a hurricane plan as part of its Proposal.

4.0 INTERPRETATION OF RFQ DOCUMENTS

4.1 All inquiries, clarifications or interpretations of the RFQ Documents shall be made in writing to the CITY'S Representative, at least seven (7) days prior to the date for receipt of Proposals. For the purpose of this RFQ the CITY'S Representative is: Dan Saus, Utilities Director. Please e-mail questions to sausd@ci.marathon.fl.us.

4.2 Any modification or interpretation of the RFQ Documents will be made by written Addendum to all who are recorded by the CITY as having received a complete set of RFQ Documents.

4.3 Interpretations or modifications of RFQ Documents made in any manner other than by written Addendum will not be binding.

4.4 A Proposer, prior to submitting a Proposal, shall ascertain that it has received all Addenda issued and shall acknowledge their receipt in the Proposal.

5.0 PROPOSAL PREPARATION AND SUBMITTAL

THE REQUIREMENTS OF THIS SECTION ARE SUPPLEMENTAL TO THE CONTRACTOR'S QUALIFICATION STATEMENT REFERENCED IN SECTION SIX (6) AND CONTAINED HEREIN

5.1 Cover Letter – Identify the Proposer and key company personnel, provide and describe key characteristics differentiating Proposer from other potential RFQ responders such as previous experience, longevity in community, special capabilities and any other pertinent information considered significant to bring to the evaluation committee's attention (this section shall be limited to no more than two (2) pages).

- 5.2 Proposer Company Identification – Identify the Proposer’s company, clearly indicate contact person, and other sub-contractors comprising the team (if proposed), their name(s), entity type (if incorporated, state of registration), contact person, local address, headquarters address (if different), web site address, and telephone number, state of Florida license, and if subcontractors included, their role in the team. Provide an organization chart identifying key people, their functional role, the company they are employed by, and a separate matrix of responsibilities of the key positions. Identify a contact person, company, address, phone number(s), and email address for the RFQ. Joint Ventures shall not be considered for selection (this section shall be limited to no more than three (3) pages).
- 5.3 Company Description – Provide a brief history of the Proposer’s company and current ownership (if not confidential), number of personnel, bonding capacity, in-house construction capability (if any), location of personnel and resources, and other pertinent characteristics (this section shall be limited to three (3) pages). Also provide the type of services the company is capable of providing.
- 5.4 Key Personnel – Provide resume’s for the key people in the organization chart in subsection 17.1 and their role and responsibilities. Resumes should include their company function, length of employment, area of expertise, education, state licenses and/or registrations, professional affiliations, construction experience, company project experience, resident location, and other relevant data. Photos are allowed (this section shall be limited to one (1) page for each key person’s resume; the number of pages determined by the number of key people depicted in the organizational chart. However, no more than five (5) resumes can be included, thus five (5) pages total).
- 5.5 Previous Experience – Provide list and brief description of previous construction experience identifying eight (8) representative project(s), location, scope of services, contact person for references, address, email address and phone number(s). The emphasis should be on construction projects in the Florida Keys or projects that represent the types of projects the CITY will be asking the Proposer to perform and identify what portions of the work were performed by in-house personnel (this section shall be limited to no more than five (5) pages).
- 5.6 Litigation – Provide a list of current and previous litigation within the last five years (date of settlement determining previous litigation to include), provide information typically considered public or available publicly, plaintiff(s) and defendant(s), issue (brief paragraph description), date of filing, date of settlement (if any), amount of claim or settlement (if not confidential) and/or anticipated resolution. Litigation shall mean any legally filed action by or against the Proposer including suites, judgments, liens, or other public noticed actions from project owners or other lead project participants, but excluding third party plaintiff(s) (this section has no limit of pages).

- 5.7 The Proposer shall write the labor and material rates for general and specialty construction, repairs or specialized work on a project-by-project basis in both words and figures. In the event of a discrepancy between the two, the labor and material rates written in words shall govern (this section shall be limited to one (1) page).
- 5.8 The Respondent shall sign the Proposal as follows: If the proposal is made by an individual, the Proposer's name and address shall be shown. If made by a firm or partnership, the name and address of the individual(s) authorized to bind the firm or partnership shall be shown. If made by a corporation, the person signing the Proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. Anyone signing the Proposal as agent shall include in the Proposal legal evidence of his/her authority to do so.
- 5.9 The Proposer shall **submit one (1) original (not bound) and three (3) copies of the Proposal**. Proposals shall include the legal name and address of the Proposer and indicate whether the Proposer is a sole proprietor, a partnership, a corporation, or other legal entity. The Proposal shall include:
- 1) the specific type(s) of general or specialty contracting work the Proposer is willing to provide;
 - 2) Contractor's Qualification Statement;
 - 3) proof of authorization to transact business in the State of Florida from the Secretary of the State of Florida;
 - 4) any Addenda;
 - 5) copy of General, Specialty, or Underground Contractor's Licenses;
 - 6) a Corporate Resolution evidencing authorization to submit the Proposal, if applicable;
 - 7) company organizational chart identifying key professionals and other personnel that will be providing services to the City and their areas of responsibility;
 - 8) copies of all Monroe County occupational licenses;
 - 9) a list of three (3) client references with contact names and telephone numbers for projects completed within the last three (3) years for each specialty; (government references were applicable) and
 - 10) evidence of insurability.
- 5.10 Proposals shall include documentation required by the Florida "Trench Safety Act" and acknowledge conformance with O.S.H.A. standards. Forms are included within the RFQ Documents for completion by the Proposer and review by the CITY. The labor and material rates for general and specialty construction, repairs or specialized work on a project-by-project basis shall include the Proposer's cost of compliance with all applicable federal, state and local government standards.
- 5.11 **The Proposal shall be enclosed in a sealed opaque envelope**, addressed to Attn: City Clerk, City of Marathon. **The envelope shall be further identified with "CONTRACTOR RFQ 2023," the Proposer's name and address, and the word "PROPOSAL".**

- 5.12 The Proposers shall deposit Proposals at the designated location provided in the RFQ on or before the time and date for receipt of Proposals. Proposals received after the time and date indicated for receipt will not be accepted and will be returned unopened.
- 5.13 The Proposer and all sub-contractors shall be registered as a contractor with the CITY's Building Department after award of contract.

6.0 QUALIFICATIONS OF BIDDERS

- 6.1 Each Proposer shall complete the Contractor's Qualifications Statement provided herein. Failure to submit the Qualifications Statement and all documents required thereunder, together with the Proposal and all items listed herein will constitute grounds for rejection of the Proposal as non-responsive.
- 6.2 The Proposers may be disqualified and their Proposals rejected for any of the following reasons, which shall not be exclusive:
 - 6.2.1 The Proposal is not responsive.
 - 6.2.2 The CITY has reason to believe that collusion exists among Proposers.
 - 6.2.3 Determination of lack of responsibility or competency as may be revealed by qualification statements, financial statements, references and other evidence of past performance.
 - 6.2.4 The Proposer's uncompleted work load may cause a detrimental impact on the prompt completion of the Work in the sole judgment of the CITY.
 - 6.2.5 The Proposer is or has been involved in any litigation against the CITY.
 - 6.2.6 The Proposer has defaulted on any previous contract, or is in arrears on any existing contract on any public or private matters.
 - 6.2.7 The submittal of more than one Proposal under the same or different name(s) from an individual, firm, partnership, corporation or association.
 - 6.2.8 The Proposer's previous work with the CITY has resulted in claims from third parties or subcontractors.
- 6.3 The CITY reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award.
- 6.4 It shall be a requirement of this Proposal that there are no related party transactions between the Proposer and any employee, agent or contractor of the CITY. Any Proposer that is a related party, as noted herein, will be considered non-responsive and the proposal will be immediately returned. A Proposer will be considered a related party if the Proposer has an ownership interest or is in any way related to an

employee, agent, consultant or contractor, and can influence the management or operating policy of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.

6.5 PUBLIC ENTITY CRIMES ACT - In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to the CITY, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the CITY, 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 the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Proposal, termination of the contract, and may cause Contractor debarment.

6.6 All approved contractors must be registered with the City and must keep all licenses and insurance up to date during the duration of the contract.

7.0 MODIFICATION AND WITHDRAWAL OF PROPOSAL

7.1 Prior to the date and time of Proposal opening, a Proposer may withdraw its Proposal at any time.

7.2 After the Proposal opening, no Proposal may be withdrawn, canceled or modified.

8.0 OPENING OF PROPOSALS

8.1 Proposals submitted will be opened publicly and read aloud at the time and place stated in the Invitation for Qualifications.

8.2 The Proposer agrees to abide by the labor and material rates for general and specialty construction, repairs or specialized work on a project-by-project basis set forth in the Proposal for 120 days from the date and time of Proposal opening.

9.0 EVALUATION PROCESS

9.1 The CITY shall conduct a comprehensive evaluation of all submittal requirements and determine based on the following general criteria identify a short list of Proposers for consideration and award of a Continuing Services Agreement:

Company profile - history, experience, capability, capacity	(25 pts.)
Key personnel - their experience, availability, location, and role in the proposed contractor's organization	(15 pts.)
Previous trade specific experience and references	(40 pts.)
Location of company and resources (personnel & equipment)	(10 pts.)

Litigation history (10 pts.)

- 9.2 Proposals will be scored and ranked for short listing purposes only. Scores will not necessarily govern final selection by the CITY.
- 9.3 Exhibit “B”, attached, is the City’s Local Preference Ordinance which will be considered during the evaluation process.

10. FUNCTION OF THE SELECTED SHORT LISTED ENTITIES

- 10.1 The CITY shall identify projects that it intends to potentially use the short listed Proposers to perform. The CITY will prepare or have prepared by others it designates, project documents which define the scope of work to be performed. The CITY will request one, a portion, or all of the short list Proposers to review the documents, prepare and submit competitive bids for the scope of work defined. The CITY, considering cost and other identified parameters with each project, may elect to award a contract to one or more of the short list entities or some other action the CITY solely determines including, but limited to, abandoning the project or soliciting competitive bids publicly or some other determination.
- 10.2 The short listed entity shall, upon a request of the CITY and receipt of the project documents, prepare and submit a sealed bid for the identified project. Should the CITY then award the project to the short listed entity, it shall mobilize, provide construction services, purchase materials, provide supervision, provide personnel and equipment, maintain traffic operations, provide other general conditions, and construct the project in accordance with the requirements of the Contract Documents. The typical Contract Documents excluding specific project drawings and technical specifications, including but not limited to, instruction to bidder excerpts, bid forms, general conditions, special conditions, bond requirements, contract and other bid forms shall be common to all bid projects, are available for inspection upon request, and shall be a part of the Contract each entity selected for short list by the CITY shall execute. All provided Contract Documents shall be considered acceptable to the submitter unless otherwise noted in its RFQ submission and specifically identified as such.

11.0 GOVERNING LAWS AND REGULATIONS

- 11.1 Proposers shall be familiar with all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect the Work.
- 11.2 Trench Safety Act: The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of any Work.
- 11.3 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 305-

289-4130; email cityofmarathon@ci.marathon.fl.us mailing address
9805 Overseas Hwy. Marathon, FL 33050

12.0 INSURANCE/EVIDENCE OF INSURABILITY

- 12.1 The Proposer shall be required to provide and maintain insurance coverage of such types and amounts as specified in the attached Exhibit "A" for the life of the Contract. Certificates of Insurance shall be provided by the Respondent upon the Notice of Award.
- 12.2 Proposer shall be required to submit with the Proposal written evidence of insurability from Proposer's insurance company, for the types and amounts of insurance specified in the attached Exhibit "A."

13.0 SUBCONTRACTOR LIST

- 13.1 The Proposer shall submit a list of names and addresses of the subcontractors and major material suppliers proposed for the principal portions of the Work and shall include such information on Contractor's Qualifications Statement.
- 13.2 The CITY will notify the Proposer(s) in writing if there is an objection to any person or entity listed. Upon such objection, the Proposer(s) shall propose an acceptable substitute.

14.0 LICENSES, PERMITS AND FEES

- 14.1 In accordance with the Public Bid Disclosure Act, Section 218.80, *Florida Statutes*, the CITY shall disclose all permit fees associated with the Work in the Contract Documents on a project-by-project basis. Licenses, permits, and fees which may be required by Monroe County or any State or Federal entities (other than those to be obtained by the CITY) are not included. Any delays in obtaining permits must be brought to the attention of the CITY without delay.
- 14.2 The Proposer shall provide a copy of a state of Florida general contractor's license, or other applicable licenses, as part of the Proposal.
- 14.3 The successful Proposer(s) shall give all notices and comply with all permit requirements, laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The CITY shall not be responsible for monitoring the successful Proposers' compliance with any laws or regulations.

CONTRACTOR'S QUALIFICATIONS STATEMENT

THIS STATEMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

2. The address of the principal place of business is:

3. Company telephone number, fax number and e-mail addresses:

4. Number of employees:

5. Number of employees assigned to this project:

6. Company Identification numbers for the Internal Revenue Service:

7. Provide **Monroe County Occupational License Number**, if applicable, and expiration date:

8. How many years has your organization been in business as a General/Building Contractor? Does your organization have a specialty?

9. What is the last project of this nature or magnitude that you have completed? Has this firm ever completed a "public" project? Please provide project description, reference and cost of work completed.

10. Have you ever completed any work in Monroe County, Florida? Please provide project description, reference and cost of work completed.

11. Have you ever failed to complete any work awarded to you? If so, provide location and reason?

12. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

12.1

Name

Address

Telephone No.

12.2

Name

Address _____
 Telephone No. _____

12.3

Name _____
 Address _____
 Telephone No. _____

13. List the following information concerning all contracts **in progress** as of the date of submission of this Proposal. (In event of co-venture, list the information for all co-ventures.)

Name of Project	Owner	Value	Contracted Completion Date	% of Completion to Date

(Continue list on insert sheet, if necessary.)

14. Has the Bidder or his or her representative inspected the proposed project site and does the Bidder have a complete plan for its performance?

15. Provide list of subcontractor(s), the work to be performed and also a list of major materials suppliers for this Project?

Subcontractor Name	Address	Work to be Performed

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the City Manager.

16. What equipment do you own that is available for the proposed Work?

17. What equipment will you purchase for the proposed Work?

18. What equipment will you rent for the proposed Work?

19. State the **name of your proposed project manager** and give details of his or her qualifications and experience in managing similar work.

- 20. Provide copies of audited or CPA-reviewed financial statements for the past three years, indicating, at a minimum, annual revenues and net income/loss for the past three years.
- 21. Provide names, addresses and telephone numbers of at least three vendor credit and bank references or lines of credit.

22. The correct name of the Bidder is:

23. The business is a (Sole Proprietorship) (Partnership) (Corporation).

24. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this __ day of _____, 2023, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this __ day of _____, 2023.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

(Serial number, if any)

Exhibit “A”

Professional Services Agreement
Insurance Requirements

The selected firm(s) shall maintain all required such insurance being subject to the approval by the CITY.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The selected firm(s) shall furnish original Certificates of Insurance to the CITY prior to the commencement of work. The Certificates shall clearly indicate that the selected firm(s) has obtained insurance of the type, amount and classification as required for strict compliance with this Exhibit and that no material change or cancellation of the insurance shall be effective without providing thirty (30) days prior written notice to the CITY.

COVERAGE	LIMITS OF LIABILITY	DESCRIPTION
<p>Commercial General Liability*</p> <p>NOTE: Long Shoreman’s Insurance as applicable</p>	<p>Bodily Injury, Including Wrongful Death:</p> <ul style="list-style-type: none"> • \$1,000,000 per occurrence <p>Property Damage:</p> <ul style="list-style-type: none"> • \$1,000,000 per occurrence 	<p>To protect the selected firm(s) and CITY from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage arising from such operations by the selected firm(s) or by anyone directly employed by or contracting with the selected firm(s). <i>Insurance certificate shall indicate “per occurrence.”</i></p>
<p>Commercial Automobile Liability Insurance*</p>	<p>Bodily Injury, Including Wrongful Death:</p> <ul style="list-style-type: none"> • \$1,000,000 per occurrence <p>Property Damage:</p> <ul style="list-style-type: none"> • \$1,000,000 per occurrence 	<p>To protect the selected firm(s) and CITY, as an additional named insured, from claims for damages for bodily injury, including death as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles whether such operations be by the selected firm(s) or by anyone directly or indirectly employed by the selected firm(s).</p>

Workers' Compensation and Employers' Liability	Statutory	
--	-----------	--

*All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected firm(s), shall specifically include the CITY as an "Additional Named Insured."

The selected firm(s) shall submit a certificate evidencing the above named coverage in a form satisfactory to the CITY prior to execution of a Contract. Any insurance written on a claims-made basis is subject to approval of the CITY'S Legal Counsel. Insurance coverage in the minimum amounts set forth shall not be construed to relieve the selected firm(s) of liability in excess of such coverage, nor shall it preclude the CITY from taking such other actions as are available to it under any other provisions of the law.

EXHIBIT "B"

Sponsored by: Council
Introduction Date: February 25, 2014
Public Hearing Dates: May 27, 2014
June 10, 2014
Enactment date: June 10, 2014

CITY OF MARATHON, FLORIDA
ORDINANCE 2014-02

AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA, AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA; AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 OF THE CODE OF THE CITY OF MARATHON, PERTAINING TO LOCAL PREFERENCE IN PURCHASING; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Marathon has adopted local preference regulations that provide for any local business that replies to a formal competitive sealed bid, request for proposals, or request for qualifications shall receive a preference bonus of ten percent (10%) during the tabulation of the proposals; and

WHEREAS, in some instances the local preference "bonus" can result in situations where the City pays more for goods or services because the top ranked proposer is not a "local business;" and

WHEREAS, the City desires to amend the local preference regulations to ensure the City procures goods and services on terms and conditions most favorable to the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:¹

Section 1. The above recitals are true, correct, and incorporated herein by this reference.

Section 2. Chapter 2, Article VI, Division 2 of the Code of Ordinances, City of Marathon, Florida, is hereby amended to read as follows:

Chapter 2- Administration

Article VI. – Finance

Division 2. Purchasing

¹ / Additions to existing text are shown by underline, changes to existing text on second reading are shown by double underline, and deletions are shown as ~~strikethrough~~.

Sec. 2-168. Definitions.

For the purposes of this chapter, the following words will be defined as follows:

Local business shall mean a business with a current required Monroe County occupational license or and business tax receipt issued at least one year prior to bid or proposal opening; fifty percent (50%) or more of its workforce lives in the middle keys; and has its headquarters within the corporate limits of the City or has a place of business located within the corporate limits of the City, in an area zoned for the conduct of such business, at which it operates or on a day-to-day basis produces will produce the goods being purchased or perform the services being acquired by the City to be purchased. Post office box numbers or residential addresses alone may not be used to establish status as a local business. If a business is a joint venture, it is sufficient for qualification as a local business ~~if at least one (1)~~ all of the joint venturers must meets the test set forth above to qualify as a local business.

Prime contractor means any person who has a contract with the City to provide construction services, equipment, labor, materials, professional services, sales, services and supplies.

Professional services shall mean services, the value of which is substantially measured by the professional competence of the person or persons performing them, and which are not susceptible to realistic competition of cost of service alone. Professional services shall include, but not be limited to, services customarily rendered by architects, engineers, attorneys, surveyors, certified public accountants and financial, personnel, systems, planning and management consultants.

Sec. 2-169. Preference for local businesses.

(a) Any prime contractor qualifying as a local business that replies to a formal competitive sealed bid request shall receive a preference bonus of:

10% for bids, proposals or quotations of \$0 - \$250,000

7% for bids, proposals or quotations of \$250,001 - \$500,000

5% for bids, proposals or quotations of \$500,001 - \$750,000

4% for bids, proposals or quotations of \$750,001 - \$1,000,000

2% for bids, proposals or quotation over \$1,000,000

~~ten percent (10%)~~ during the tabulation of the bid proposals. After determining all qualified bidders, ~~the preference bonus shall be calculated by multiplying all properly established local business bid amounts by 0.90.~~ After comparing these adjusted dollar amounts to all other qualified bidders, should the adjusted value establish the local business as the lowest qualified bidder, then the local business shall be awarded the bid at the original amount submitted. Preference shall be calculated based on the total bid or quote price, including any alternate or optional service or product in the bid or quote selected by the City.

- (b) If a prime contractor that does not qualify as a local business subcontracts fifty percent (50%) or more of the construction services, equipment, labor, materials, professional services, sales, services or supplies to one or more local businesses as defined herein, the prime contractor shall be given one-half of the preference afforded local prime contractors as described in this section 2-169 (a) hereinabove.
- (c) Any local business that submits a proposal or statement of qualifications as part of a request for proposals or qualifications process may be given a preference by the City of up to five (5) additional points in the overall scoring system if the evaluation criteria includes evaluation factors that recognize a preference for local businesses: such as, but not limited to, use of local workforce, response time, knowledge and compliance with local regulations, and local references, shall receive a preference bonus of ten percent (10%) of the overall points received by such local business as part of the evaluation and scoring process. Based upon an analysis of the market place for each project, City staff shall make a determination for inclusion of a local preference in the criteria for consideration for each request for proposal or statement of qualifications.
- (d) Any local business that submits a proposal as part of a request for qualifications process shall receive a preference bonus of ten percent (10%) of the overall points received by such local business as part of the evaluation and scoring process.
- (d) If a local preference is to be employed as provided for by this section, the invitation for bid documents, the request for qualifications documents, or the request for proposal documents shall set forth such local preference requirements.

Sec. 2-170. Applicability and exemptions.

- (a) The local preference shall apply to the purchases of construction services, equipment, labor, materials, professional services, sales, services and supplies material, supplies, equipment, improvements or services in for which the City either solicits competitive, sealed bids, issues a request for proposals, or issues a request for qualifications.
- (b) The local preference provided for by this chapter shall not be applied where application of the preference would conflict with a statute, administrative rule, or the terms of any grant funding the purchase or contract, or in the event of an emergency or sole source purchase.
- (c) The With regards to contracts for professional services, the provisions of this chapter may be waived by the City Council upon the written recommendation of the City Manager that waiving the local preference is in the best interest of the City. The provisions of this chapter may be waived by the City Manager for purchases below the award authority of the City Council upon the written recommendation of the affected department director that waiving the local preference is in the best interest of the City. If the provisions of this chapter are waived for a particular award, the

professional services, construction services, equipment, labor, materials, professional services, sales, services and supplies may be selected based on experience, skill, education, recommendations or any other qualifications the Council or City Manager finds relevant.

- (d) Should Monroe County extend preferences similar to those set forth herein to vendors whose business locations are within the geographic boundaries of the City, the preferences set forth herein shall be extended and made available to vendors whose business location is within the geographic boundaries of Monroe County. In no event shall the amount of the preference accorded by the City to non-Marathon vendors exceed the amount of preference that Monroe County extends to Marathon vendors competing for its contracts.

Sec. 2-171. Enforcement and penalties.

- (a) A prime contractor granted a local business preference under this section resulting in a written contract with the City shall stipulate to maintaining its status as a local business throughout the term of the contract, including subcontractors for which local preference is granted. This requirement shall be included in the contract between the prime contractor and subcontractor.
- (b) A prime contractor seeking a local business preference under this chapter shall be required to disclose all subcontractors in its bid or proposal and stipulate to continued utilization of subcontractors for which local preference is granted under this chapter in any resulting contract unless approved in writing by the City and without change in price.
- (c) A vendor who misrepresents the local business status of its firm in a bid or proposal submitted to the City will lose the privilege to claim local business preference status for a period of up to one year from the date of the award of the contract or upon completion of the contract whichever is greater. The City Manager, in his discretion, may also recommend that the firm be referred for suspension of eligibility to claim the privilege of local preference.
- (d) Any vendor that does not maintain its local business status or its 50 percent (50%) minimum subcontracting of local businesses which resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, loss of the local preference status on the contract awarded, and lose the privilege to claim local business preference status as set forth in subsection (c) above.

Section 3. The provisions of the Marathon Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. It is the intention of the City Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Marathon Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. This Ordinance shall be effective immediately upon enactment.

ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10TH DAY OF JUNE, 2014.

THE CITY OF MARATHON, FLORIDA


Dick Ramsay, Mayor

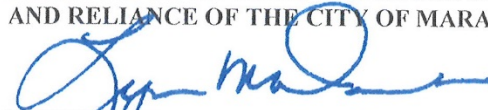
AYES: Bartus, Bull, Senmartin, Keating, Ramsay
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:


Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:


City Attorney

TRENCH SAFETY FORM

This form must be completed and signed by the Bidder.

Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 *et seq*, Fla. Stat. which became effective October 1, 1990, shall be in effect during the period of construction of the Project. The Bidder by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance

Cost

Total: \$ _____

Bidder acknowledges that this cost is included in the applicable items of the Bid and in the Total Base Bid. Failure to complete the above may result in the bid being declared non-responsive.

The Bidder is, and the CITY and ENGINEER are not, responsible to review or assess Bidder's safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Section 553.60 *et. seq.*, Fla. Stat. cited as the "Trench Safety Act". Bidder is, and the CITY and ENGINEER are not, responsible to determine, if any safety or safety related standards apply to the Project, including but not limited to, the "Trench Safety Act".

Witness Signature

Bidder's Signature

Witness Signature

Printed Name

Title

Date

Date

ACKNOWLEDGEMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS

TO THE CITY OF MARATHON

We, _____, hereby acknowledge and agree that as contractors for the construction of the " _____ ", that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the CITY, its officers, agents, employees, and consultants against any and all legal liability or loss the CITY, its officers, agents, employees, and consultants may incur due to _____ failure to comply with such act.

ATTEST

CONTRACTOR

ATTEST

By: _____

Title: _____

DATE