



Request for Proposal #23-04

Reflection Pond Repair and Upgrades

Proposals due by May 12, 2023

**At 10:00am: City Hall
300 Municipal Drive
Madeira Beach, FL 33708**

CONTACT:

Jay Hatch, Recreation Director

Phone: (727)392-0665

Email: jhatch@madeirabeachfl.gov

City of Madeira Beach

RFP 23-04

Reflection Pond Repair and Upgrades

REQUEST FOR PROPOSAL / INTRODUCTION

This Request for Proposals (RFP) is for The City of Madeira Beach to receive responses from qualified firms/companies capable of assisting with repairs and improvements to the Reflection Pond located in ROC Park at 200 Rex Place, Madeira Beach FL.

The City of Madeira Beach reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Madeira Beach.

Vendors are required to submit written proposals that present the vendor's qualifications and understanding of the work to be performed. The vendor's proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the specifications listed herein.

The proposal must be submitted via mail or email no later than 10:00am on May 12th, 2023, contact below:

City of Madeira Beach

Attn: Jay Hatch

Re: Request for Proposal for Reflection Pond Repair and Upgrades

300 Municipal Drive
Madeira Beach, FL 33708

or jhatch@madeirabeachfl.gov

NOTIFICATION: The City utilizes the following methods for notification and distribution of solicitation opportunities:

- City of Madeira Beach website www.madeirabeachfl.gov
- Demand Star

INDEMNIFICATION AND INSURANCE

The City shall be held harmless for all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents.

The Respondent agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered the City's exclusive remedy.

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended because of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from all increased expenses resulting from such delay. It is agreed by the parties hereto that the Respondent/Vendor has received specific consideration under the agreement for this hold harmless/indemnification provision.

Subcontractors: Proposer shall require and verify all subcontractors maintain insurance, including workers' compensation insurance, subject to all the requirements stated herein prior to beginning work.

ASSURANCES

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City will apply.

DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the city.

NO COLLUSION

By offering a submission to this request, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

TERMINATION

The resulting contract may be canceled by the City when:

- a. 30-days for cause

- b. 90-days without cause

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal.
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the respondent.
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal.
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The awarded firm shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The awarded firm shall also be responsible for compliance with all applicable codes, laws, and regulations.

PUBLIC RECORDS

Contractor acknowledges that it is acting on behalf of a public agency; this Agreement is subject to the provisions of §119.0701, Florida Statutes, and; that Contractor must comply with the public records laws of the State of Florida. Contractor shall:

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency's custodian of public records, the Contractor shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.
- (3) The Contractor shall ensure that public records that are exempt or confidential and, therefore 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.
- (4) The Contractor shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and, therefore, 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- (5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request. The Contractor must provide the records to the public agency or allow the records to be inspected, copied, or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.
- (6) If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- (7) A Contractor who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
- (8) If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time, and.
 - b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
 - c. The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed in this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (9) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
- (10) 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 of Madeira Beach, Attn: City Clerk
Madeira Beach, FL 33708
727-391-9951, Ext. 231 or evanblargan@madeirabeachfl.gov

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PART A

ADDENDA: Any interpretations, corrections, or changes to this REQUEST FOR PROPOSAL will be made by addenda. Sole issuing authority shall be vested in the Recreation Department. Addenda will be posted and available through the City notification methods shown above.

SUBMISSION: Proposals must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk located at 300 Municipal Dr., Madeira Beach, Florida, 33708 or via email to jhatch@madeirabeachfl.gov. Proposals must be clearly marked “RFP #23-04 - Re: Request for Proposal for Reflection Pond Repair and Upgrades”.

LATE PROPOSALS: Proposals received at the City of Madeira Beach City Hall after the Due Date and Time shall be considered non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the City by the Due Date and Time. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.

PROPOSAL OPENINGS: All Proposals submitted before the Due Date and Time shall be publicly opened by the Recreation Director at the City Hall Building, located at 300 Municipal Dr. Madeira Beach, FL.

SCHEDULE: A summary schedule of the major activities associated with this solicitation is presented below. The City, at its sole discretion, may modify this schedule as the City deems appropriate.

ACTIVITY	DATE
Advertisement for Proposal & RFP Issued	April 11, 2023
Site Visit at Reflection Pond	April 26, 2023 at 10:00am
Questions Due	May 3, 2023 by 10:00am
RFP Submittal Date	May 12, 2023 at 10:00am
Commission Approval	TBD*
Notify Bidder	TBD*

*Tentative and subject to change

MEETING LOCATIONS:

- **City Hall** - located at 300 Municipal Dr. Madeira Beach, FL 33708
- **Reflection Pond** – located in ROC Park at 200 Rex Place, Madeira Beach FL 33708.
- **POINT OF CONTACT:** For information concerning procedures for responding to this Request for Proposal, contact the Recreation Director via email at jhatch@madeirabeachfl.gov . Such contact shall be for clarification purposes only.

QUESTIONS: Each Proposer must examine this proposal, which incorporates all its addenda, instructions, special conditions, and attachments to determine if the requirements are clearly stated. All questions concerning this proposal, such as discrepancies, omissions and exceptions to any term or condition of the REQUEST FOR

PROPOSAL documents, including the Sample Agreement, should be submitted in writing. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the schedule.

PART B:

SCOPE OF SERVICES:

The city is in search of a company to:

- Evaluate the existing condition of the Reflection Pond. Identify leaks, breaks, and other necessary areas of repair.
- Remove and resurface existing reflection pond flooring and install waterline tile around entirety of pond.
- Repair rock work including wall caps and veneer on vertical walls where missing and/or loose. Properly seal all stone surfaces.
- Evaluate existing autofill to ensure proper operation.
- Repair/replace pool equipment and plumbing to ensure proper and consistent operation. Ensure weeping wall and waterfall/water sheet features are in proper working order.
- Install automated chemical control system to regulate proper water composition.
- Proposal should include any and all demolition/tear down/etc. as well as any necessary debris removal.
- *Optional* - Install a 2-3ft barrier fence around front of the fountain to deter patrons and/or animals from entering the pond.

Proposers are requested to provide proposals including but not limited to the items listed above. Proposals will be evaluated by responsiveness to request and overall pricing for repairs/upgrades.

PART C:

PROPOSAL RESPONSE REQUIREMENTS

1. Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work as well as:

Company Name: _____

Address: _____

Phone #: _____

Email Address: _____

Name of Authorized Representative: _____

2. Please attach a proposed quote. Quote should be provided in the format typically utilized by the proposing company.

3. Total Cost: _____

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4. References:

(A) Name of Entity: _____
Nature of Services Provided: _____

Contact Name: _____
Contact Phone Number: _____

(B) Name of Entity: _____
Nature of Services Provided: _____

Contact Name: _____
Contact Phone Number: _____

(C) Name of Entity: _____
Nature of Services Provided: _____

Contact Name: _____
Contact Phone Number: _____

Requests for Additional Information

Questions or requests for additional information should be directed to Recreation Director Jay Hatch at jhatch@madeirabeachfl.gov.

Signature of Proposer's Agent

Title

Printed Name

Date