

SERVICE CONTRACT

THIS AGREEMENT is made and entered into on _____, by the City of Pompano Beach (“City”) and The Fruitful Field, Inc., a Florida corporation (“Contractor”).

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein, and

WHEREAS, City Code Section 32.39 Competitive Bidding states that before the General Services Director (also known as Purchasing Director) makes any purchase of, or contract for, supplies, materials, capital items, or insurance services in an amount less than seventy-five thousand dollars (\$75,000.00), the General Services Director or designee shall obtain a quote from at least one responsible source of supply. In addition to the purchases described herewith, the General Services Director or designee shall have the authority to approve all other purchases in an amount less than two hundred thousand dollars (\$200,000.00), with the concurrence of the City Manager.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Solicitation set forth in Exhibit “A,” the Contractor’s Response set forth in Exhibit “B” (collectively, the “Work”), the Insurance Requirements set forth in Exhibit “C” and, the Youth Program Background Screening Policy set forth in Exhibit “D,” all of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement.

2. *Purpose.* The City, on behalf of their Parks and Recreation Department desires to contract with Contractor to provide Patricia Davis Community Garden management services upon the terms and conditions set forth herein.

3. *Scope of Work.* Contractor shall provide the Scope of Services set forth in Exhibit “A,” and the Contractor’s Response set forth in Exhibit “B” (collectively, the “Work”), and shall comply with the Insurance Requirements set forth in Exhibit “C” and, the Youth Program Background Screening Policy set forth in Exhibit “D,” all of which are attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibits “A” and “B,” and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor’s heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor’s part.

4. *Term of Contract.* This Contract shall be for a term of one (1) year beginning with the date this Contract is fully executed by both parties.

5. *Renewal.* In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for four (4) additional one-year terms.

6. *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

7. *Price Formula, Payment, Invoices and Quarterly Report Status.*

A. *Price Formula.* City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Services not to exceed fifty-eight thousand dollars (\$58,000.00).

B. *Payment.* All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount.

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. *Invoices.* Contractor shall submit invoices to City on a monthly basis. Each invoice shall be itemized and supported by appropriate backup documentation, which may include (as applicable) paid receipts and vendor/subcontractor invoices for goods/services, contractor labor time records/timesheets, and calculations supporting any management fee or overhead.

D. **Quarterly Status Report.** Contractor shall submit a quarterly status report to the City's designated representative summarizing (at minimum): (i) revenue from plots; (ii) program activities conducted and attendance; and (iii) maintenance issues identified and actions taken. Quarterly reports are required in addition to monthly invoices and may be used by the City to assess performance.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Scott Moore, Recreation Director and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: Jaime Castoro, Executive Director
100 NE 44th Street
Pompano Beach, FL 33064
Office: 954-922-0220
Email: jaime@thefruitfulfield.org

If to City: Scott Moore, Recreation Director
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-4148
Email: Scott.Moore@copbfl.com

With a copy to: Procurement & Contracts
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Email: purchasing@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or

termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

B. *Termination for Convenience.* City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing,

shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via registered or certified mail or other trackable delivery service.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit “B” throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor’s performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City’s claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor’s indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City’s prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City’s written approval shall not be binding on City and, at City’s sole discretion, may result in City’s immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor’s insolvency or

bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A. *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B. *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such

pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

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.

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.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

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

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

23. *Governing Law; Venue; Waiver of Jury Trial.* This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." 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. 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 or County Court no later than twenty (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 for a period of one (1) year after the date of termination

36. *Scrutinized Companies.* By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. 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 Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in 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. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

2. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. 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, 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 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.

37. *Affidavit of Compliance with Anti-Human Trafficking Laws.* In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

38. *Affidavit of Compliance with Foreign Entity Laws.* The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

39. *Annual Budgetary Funding/Cancellation.* This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

40. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

“CONTRACTOR”

The Fruitful Field, Inc.

Witnesses:

[Signature]
David Campbell
(Print or Type Name)

[Signature]
Jacqueline Albano
(Print or Type Name)

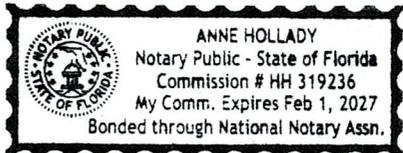
By: [Signature]
Jaime Castoro, Executive Director

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 21 day of January, 2021, by Jaime Castoro as Executive Director of The Fruitful Field, Inc., a Florida corporation on behalf of the corporation, who is personally known to me or who has produced FL Drivers License as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

HH 319236
Commission Number

Exhibit A – Cover Page

1. Recommendation Tabulation
2. Solicitation RFP25-066
3. Addendum 1
4. Online Q&A
5. Public Q&A



REQUEST FOR PROPOSALS (RFP)

RFP25-066

Patricia Davis Community Garden Management

Non-Mandatory Pre-Bid Conference: October 1st, 2025, at 10:00 AM

Location: Virtual through Zoom meeting platform

For access, go to: <https://www.pompanobeachfl.gov/meetings>

RFP OPENING: October 28, 2025, at 02:00 PM

Virtual Zoom Meetings

For access, go to: <https://www.pompanobeachfl.gov/meetings>



September 25, 2025

Dear Prospective Proposers,

SUBJECT: REQUEST FOR PROPOSALS (RFP) RFP25-066 - Patricia Davis Community Garden Management

The City of Pompano Beach (the "City") seeks proposals from qualified bidders to plan, develop, and manage the day-to-day operations of the Patricia Davis Community Garden, located at 1089 NW 6th Avenue, Pompano Beach, FL 33069. The garden is intended to provide residents with opportunities for food cultivation, volunteer recruitment and coordination, education, and community building.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at <https://pompanobeachfl.ionwave.net>, referred to hereinafter as the eBid System, on or before the date and time stated in **Section 2 —Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." [F.S. 287.057 (25)].

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

Carefully read all portions of the RFP document to ensure the Proposer's bid fully complies with all requirements.

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1. DEFINITIONS

All Definitions and Terms used in this bid are referenced and should be understood in accordance with the definitions provided in the Procurement and Contracts Department Procedures Manual, which can be accessed via the following link:

<https://cdn.pompanobeachfl.gov/city/pages/purchasing/Procurement-Contracts-Department-Procedures-Manual-5.14.25.pdf>

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2. SCHEDULE OF EVENTS

RFP NUMBER:	RFP25-066
RFP TITLE:	Patricia Davis Community Garden Management
RELEASE DATE:	September 25, 2025, at 12:00 PM
NON-MANDATORY PREBIDDERS CONFERENCE	October 1, 2025, at 10:00 AM
SITE VISIT	October 2, 2025, at 10:00 AM
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	October 17, 2025, at 12:00 PM
RFP RESPONSES DUE DATE/TIME:	October 28, 2025, at 02:00 PM
EVALUATION COMMITTEE MEETINGS	TBD
RECOMMENDATION FOR AWARD:	TBD
DIRECT ALL INQUIRIES TO:	https://pompanobeachfl.ionwave.net
E-PROPOSAL SUBMITTALS ONLY:	https://pompanobeachfl.ionwave.net
PROPOSAL VIRTUAL OPENING:	https://www.pompanobeachfl.gov/meetings

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3. INTRODUCTION AND GENERAL INFORMATION

3.1. Objective

The City of Pompano Beach (City) is seeking proposals from qualified providers to plan, develop, and manage the day-to-day operations of the community garden. The garden is intended to provide residents with opportunities for food cultivation, volunteer recruitment and coordination, education, and community building.

3.2. Non-Mandatory Pre-Bid Conference and Walk-Through

The non-mandatory Pre-Bidders Conference will be held virtually, through the Zoom Meeting platform, on **October 1, 2025, at 10:00 AM (local)**. The Walk-through is scheduled on October 2, 2025, at 10:00 AM at 1089 NW 6th Avenue, Pompano Beach, FL 33069. It is the responsibility of each Bidder before submitting a bid to visit the site to become familiar with local conditions that may affect costs, progress, performance, or furnishing of the work. The pre-bidders conference will provide an opportunity to discuss project specifications and address any questions.

3.3. Proposal Submittal Due Date

The City will receive sealed proposals by **2:00 p.m. (local) on October 28, 2025, at 02:00 PM**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date will not be considered.

3.4. Questions and Communication

IonWave (<http://www.pompanobeachfl.ionwave.net>) is the Procurement and Contracts Department's official method, which has approved the distribution and communication of all competitive solicitations. All questions regarding this RFP must be submitted using the Questions feature in the eBid System **on or before October 17, 2025, at noon** via <http://www.pompanobeachfl.ionwave.net/>. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from sources other than the information included in this RFP document or by an Addendum shall not be binding on the City.

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4. SCOPE OF SERVICES

4.1. Introduction

The City of Pompano Beach's Patricia Davis Community Garden is located at 1089 NW 6th Avenue, Pompano Beach, FL 33069. The garden is a shared space with 20 available plots for City of Pompano Beach residents only to utilize to gain access to fresh produce.

4.2. Scope of Services

Vendor shall provide at a minimum the following services:

1. Allocate, assign, and manage garden plot applications for residents and groups at a cost according to policies approved by the city.
2. Provide a garden manager who will be physically on site for a minimum of twenty-five (25) hours per workday and will work with the City's designee.
3. Maintain an updated registry of gardeners, contact information, plot assignments, and agreements.
4. Host regular community events, workshops, and educational initiatives at least one (1) per month during the season.
5. Oversee and maintain the current Fresh Food Box program, which provides fresh food to all who register.
6. Be a recurring vendor at the City's green market event.
7. Provide the City with a maximum of two (2) plots for the Parks and Recreation's senior and youth programs.
8. Collaborate with local schools, non-profits, and civic groups to maximize volunteer participation.
9. Enforce garden rules and mediate conflicts among gardeners.
10. Conduct seasonal orientation and training for new gardeners.
11. Oversee composting and soil maintenance using environmentally-friendly practices
12. Ensure the garden is clean, safe, and accessible.
13. Obtaining any licensing and/or permits necessary to grow, harvest, and sell produce.

4.3. Summary Schedule of Tasks and Deliverables

4.3.1. Maintenance

Soil and site preparation and development, garden maintenance, including but not limited to, garden bed construction, composting, pest control, watering, seedling purchasing and starting, harvesting, and distribution. All bug and pest treatment will be organic. There will be no pesticides used. Vendor shall support the City in maintenance requests to do pre- and post-storms during hurricane season.

4.3.2. Community Engagement and Programs

The vendor should have knowledge and three (3) years of experience working with schools, community groups, and/or local government for the programming of gardening workshops, education programs, and classes. Participation in all the City's green markets selling fresh vegetables. Oversee and maintain current Fresh Food Boxes, a program that provides fresh food to all who register. Promote and execute a series of community workshops to educate and promote the community garden.

- 4.3.2.1. Find markets and provide administrative support for harvested produce, including:
 - i. Fresh Food Box/Meal in a Bag
 - ii. Off-site Market opportunities, including the City Green Market and partnering on occasion to represent the City at Sample-McDougald House & other City locations, including schools and community centers
 - iii. Seek grant funding for Programming in the garden

Monies from the sales will offset the Community Garden expenses. Expenses include market supplies, promotional items, food demonstration materials, and promotion.

Unsold produce shall be donated to local senior centers, after-school programs, and food pantries, and every effort shall be made to distribute within Pompano Beach city limits.

4.3.3. Permits/Licenses/Certifications/Education

Vendor shall be able to obtain permits, licenses, and certifications, including, but not limited to:

- Business Tax Receipt
- Florida Business Registration
- Food Safety Certifications

Vendor shall provide proof of technical knowledge and skill of gardening and agricultural practices to include, but not limited to, soil preparation and testing, organic pest management, composting methods, crop rotation and seasonality, seed starting, transplanting and harvesting techniques, and water conservation techniques.

The vendor shall have knowledge of native and pollinator-friendly plants, an understanding of ecological sustainability, and familiarity with local growing zones and climate conditions.

4.3.4. Volunteer Coordination

Recruitment of both resident and non-resident volunteers and, if applicable, training of them to support the garden are important priorities. Knowledge of conflict resolution and inclusive communication skills is also important.

4.3.5. Budget

The operator will provide a budget that includes personnel, materials, outreach, and programming. The operator will be responsible for growing costs, including, but not limited to, seeds, seedlings, mulch, drop tape, and other materials associated with growing food.

4.3.6. Reporting

Submit quarterly reports to the City’s designee detailing: revenue from plots, program activities and attendance, maintenance issues and actions,

4.3.7. Background Check Policy

Vendor, its employees, volunteers, subcontractors, etc., providing services shall comply with the City’s Background Policy. The background check shall be at the sole cost of the vendor.

4.4. City Responsibilities

1. Provide access to water for irrigation, etc.
2. Create and promote all community workshops, education events, programs, etc., utilizing the City’s marketing department in collaboration with the vendor.
3. Provide a port-a-let on-site with frequent maintenance.
4. Provide larger maintenance items, including trimming trees and bushes, and adding mulch along pathways.
5. Disposing of any trash and larger cuttings off the property.

4.5. Level 2 Background Screenings

All instructors will be required to undergo Level 2 background screening. Once they have completed the background check, the vendor will provide a list of approved instructors. Background checks are at the sole cost of the vendor and must be maintained in compliance and accuracy. No instructor will

be able to teach until the background check has been completed and the report has shown approval for clearance.

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5. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

5.1. Submission Format Requirements

Proposals must be submitted electronically through the eBid System IonWave on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit the proposals. Submissions must include all documents, requirements, and attachments advertised on the website within the Attributes tab and the Response Attachments tab of the eBid System.

The City will not be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted in the eBid System before the established deadline for Proposal submission.

The City reserves the right to reject and not consider any proposals that are not submitted according to the requirements established herein.

5.2. Proposer’s Responsibilities

Before submitting a response, the Proposer shall be solely responsible for making any investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the Contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

5.3. Costs Incurred by the Proposer in Preparation of the Proposal

Proposers are responsible for any and all costs associated with responding to this RFP. The City will not reimburse any Proposer for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Proposals, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer and shall not be reimbursed by the City.

5.4. Composition Of Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

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6. Proposal Requirements and Evaluation Criteria

This section represents the information that will be utilized to determine if the Proposals are complete and the assignment of points following the evaluation criteria in Section 7 for the proposal submitted. The maximum possible points awarded for each section are noted. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may disqualify the entire proposal. In addition, to maintain comparability and facilitate and expedite the review process, it is strongly recommended that the proposals be organized as specified below:

6.1. Proposal Presentation

6.1.1. Title page:

Show the project name and number, the name of the Proposer’s firm, address, telephone number, name of the contact person, and the date.

6.1.2. Table of Contents:

Include a clear identification of the material by section and by page.

6.1.3. Letter of Interest:

A Letter of Interest, signed by an authorized representative of the Proposer’s firm, expresses the Proposer’s commitment to provide the services described herein.

- Briefly state the Proposer's understanding of the solicitation and express a positive commitment to provide the services described herein.
- State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title (s),
- Office, email addresses, and telephone numbers, complete corporate name of the primary firm responding, and any joint venture partners.
- Applicable Federal Tax Identification Number
- Sunbiz Registration.

6.1.4. Qualifications

Summary of qualifications and interests. Vendor shall provide proof of technical knowledge and skill of gardening and agricultural practices to include, but not limited to, soil preparation and testing, organic pest management, composting methods, crop rotation and seasonality, seed starting, transplanting and harvesting techniques, and water conservation techniques.

The vendor shall have knowledge of native and pollinator–friendly plants, an understanding of ecological sustainability, and familiarity with local growing zones and climate conditions.

6.1.5. References

Provide a minimum of three (3) references of contracts for similar services. Clearly outline the proposer’s role and responsibilities for the referenced contracts. Include the name, email address, and telephone number of a contact person in a position of authority who can verify the proposer’s involvement and performance.

6.1.6. Experience and Credentials

The proposer should demonstrate a minimum of three (3) years of relevant experience in gardening and horticultural work on large-capacity facilities and projects, including landscape maintenance, planting design, irrigation management, and green space operations. Provide detailed descriptions of past contracts, including the scope of work, challenges encountered, lessons learned, and project outcomes.

6.1.7. Program Plan

The proposer must include a Program Proposal for Garden Maintenance, including a schedule and tasks. This proposal is to include:

1. Program Proposal for Education and Community Workshops
2. Program Proposal for Green Market and Fresh Food Boxes

6.1.8. Cost

Proposer to provide a breakdown of costs for managing the work. In addition, the Proposer will provide a budget, which will include personnel, materials, outreach, and programming. The operator will be responsible for growing costs, including, but not limited to: seeds, seedlings, mulch, drop tape, and other materials associated with growing food.

Cost proposals will be evaluated using a familiar proportional formula, in which the lowest proposed cost will receive the maximum number of points allocated for price. All other proposals will receive a proportionally lower score based on how much higher their cost is relative to the lowest bid. Specifically, each proposer's cost score will be calculated using the formula:

$$Score = \frac{Lowest\ Cost}{Proposers's\ Cost} \times Maximum\ Points\ Per\ Cost$$

Example:

- Proposal 1: \$15,000
- Proposal 2: \$20,000

Proposal 1 is the lowest cost and would receive the full score of 20 points.

Proposal 2 would receive 15 points, calculated as follows:

$$Score\ (15\ points) = \frac{Lowest\ Cost\ (\$15,000)}{Proposers's\ Cost\ (\$20,000)} \times Maximum\ Points\ Per\ Cost\ (20\ points)$$

6.2. Local Business Program

The Procurement and Contracts staff will evaluate this section. On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

TIER 1 LOCAL VENDOR.

POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity that has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year before the date of issuance of a solicitation.

TIER 2 LOCAL VENDOR.

BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS. A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City, or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.

LOCAL VENDOR SUBCONTRACTOR.

POMPANO BEACH BUSINESS. A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses with a current Business Tax Receipt on the City's website and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the Business Tax Receipt Division webpage: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! Section.

The City is **strongly committed** to ensuring the participation of City Businesses as contractors and subcontractors for procuring goods and services, including labor, materials, and equipment.

Proposers are required to participate in the City's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The goal for this Solicitation is 10% for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing companies that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded Proposer will be required to submit "Local Business Subcontractor Utilization Reports" during and after projects are completed. The reports will be submitted to the assigned City project manager. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in an "unsatisfactory" compliance rating. Unsatisfactory ratings may impact the award of future projects if the City Commission imposes a sanction.

The City shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local, with a preference as follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a) Tier 1 business, as defined by this subsection, shall be granted a preference for 5 Points.
 - b) Tier 2 business, as defined by this subsection, shall be granted a preference in the amount of 2.5 Points.

It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must meet all requirements before contract execution.

6.3. Other Required Documentation

The following documents are required to determine whether the Proposal meets the minimum requirements. However, these documents will not be considered when scoring the proposal.

6.3.1. City Forms:

Responses should include all pages of this solicitation, initialed where indicated, and completed SBE and Local Business forms. These forms are included in this RFP and available as attachments to the eBid System. These forms must be completed electronically in the Attributes tab or uploaded to the Response Attachments tab of the eBid System.

6.3.2. Insurance

See Exhibit B with the Insurance Requirements.

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7. EVALUATION AND AWARD

7.1. Minimum Eligibility Requirements

All proposals received must meet the minimum eligibility requirements as required in Section 6 and be confirmed at the time of submission to be considered for further evaluation. Failure to meet the Minimum Eligibility Requirements shall disqualify the entire proposal and prevent it from being considered for further evaluation.

The City reserves the right to seek any information or documentation from the Proposer or other source(s) as the City determines is necessary. Failure to submit any additional information in accordance with the City’s request shall result in a Proposal being deemed non-responsive.

7.2. Evaluation Committee

The City Manager will approve a selection evaluation committee to assist in evaluating the Proposal(s) received and selecting the most qualified company or firm. All Proposals will be evaluated by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RFP. The Committee’s findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to the City Commissioners for the award and execution of a Service Agreement.

7.3. Evaluation Process

The Procurement and Contracts Department staff will initiate the review of the Proposals to determine the responsible and qualified Proposals that meet the Minimum Eligibility Requirements. All responsible and qualified Proposals will be provided to the Evaluation Committee. The Evaluation Committee will score the proposals based on the following:

SECTION	DESCRIPTION	POINTS
6.1.4.	Qualifications	20
6.1.5.	References	10
6.1.6.	Experience and Credentials	25
6.1.7.	Program Plan	20
6.1.8.	Cost	20
6.2.	Local Vendors Program	5
	TOTAL POINTS	100

The Committee reserves the right to shortlist the proposals received or to request oral presentations from the proposers. If the Committee requests presentations, they will be scheduled in the future. The Proposers will each provide up to a 20-minute presentation to the Evaluation Committee members, followed by a question-and-answer period.

The Evaluation Committee shall rank the Proposers based on the criteria stated within this solicitation, the information provided in the proposal, and the presentation. After all members of the Evaluation Committee provide their scores for all Proposals, the scores will be calculated and combined, and the sum of qualitative scores will be converted to rankings. The highest-ranked Proposer(s) will enter into negotiations for the final terms of the contract. If contract negotiations cannot be completed with the highest-ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

7.4. Tie Breaker:

In case there is a tie for the highest-ranked proposers, the recommendations shall be made by giving preference to the following items in this order:

- 1) Maintenance of a Drug-Free Workplace in accordance with the requirements of 287.087, F.S.
- 2) Local Business Program Participation
- 3) Coin Toss

7.5. Technicalities:

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may recommend that Procurement and Contracts Department staff negotiate the best terms and conditions with that sole Proposer, or may recommend rejecting the proposal.

7.6. Committee Questions:

The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary), with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company's/firm's capability to provide the services required for the Committee's review for shortlisting purposes. After an initial review of the proposals, the City may invite proposals for an interview to discuss the proposal and meet the company's/firm's representatives, particularly key personnel assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview nor bear any obligation in further consideration of the submittal.

7.7. Committee's Recommendations:

The Evaluation Committee may recommend rejecting any proposals or awarding the Patricia Davis Community Garden Management. A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct negotiation sessions with as many ranked responsive and responsible proposers, in its sole judgment, as it deems appropriate before making its recommendation for award, starting with the highest-ranked proposer first, then the second highest-ranked proposer, and so on. The Committee also has the discretion to recommend negotiations with only a single responsive and responsible proposer if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the right to negotiate any term, condition, specification, or price during an exempt negotiation session with the highest-ranked responsive and responsible Proposer.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive and responsible Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive and responsible Proposer first, then the second highest-ranked Proposer, and so on until finished. The Committee also has the discretion to commence negotiations with only a single responsive and responsible proposer if it chooses to do so. Each ranked responsive and responsible Proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer. Any information communicated between the Committee and a ranked responsive and responsible Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive and responsible

proposers, until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive and responsible Proposers; to declare an impasse with a ranked responsive and responsible Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive and responsible Proposers. The Committee may declare an impasse with a ranked responsive and responsible Proposer at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). Suppose negotiations are unsuccessful or have reached an impasse with a ranked Proposer. In that case, the Committee reserves the right not to recommend an award to a ranked Proposer if it is in the City's best interest and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award.

7.8. Negotiations:

Following the Evaluation Committee Meeting, the City reserves the right to negotiate with the successful Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a Contract with any successful Proposer and may cease negotiations at any time. The Proposer also understands and acknowledges that no property, Contract, or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to, approved by the City, and executed by the parties. During the negotiation process, the City reserves the right to request the best and final offer from the Proposer with whom the City is negotiating.

7.9. Determination of Award:

The City Commission shall consider the Committee's award recommendation for this RFP and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all Proposals, in which case the City may choose to re-advertise this project "as is" or by adopting a modified version.

7.10. Contract:

The successful Proposer's response to this RFP, including all proposed pricing, specifications, and other information submitted, will form the basis of the resulting contract. The initial term of the contract resulting from this RFP will be for three (3) years. The Agreement may be renewed for up to two (2) additional one-year terms. Renewal starts automatically unless a Party provides notice of non-renewal at least ninety (90) days before the then-current term ends.

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8. STANDARD PROVISIONS

8.1. RFP Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements, and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City. Exceptions or deviations to this solicitation may not be added after the submittal date. All Proposers are required to provide all information requested in this RFP. Failure to do so may result in the proposal's disqualification.

The City reserves the right to postpone or cancel this RFP or reject all proposals if, in its sole discretion, it deems it in the City's best interest to do so. The City reserves the right to waive any technical or formal errors or omissions, reject all proposals, or award a contract for the items herein, in part or whole, if it is determined to be in the City's best interests.

The City shall not be liable for any costs incurred by the Proposer in preparing proposals or for any work performed therein.

8.2. Acceptance Period

Proposals submitted in response to this RFP must be valid for no less than one hundred eighty (180) days from the closing date of this solicitation.

8.3. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice, no later than the advertised deadline for submission of proposals by using the eBid System or through written communication to the Procurement and Contracts Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

8.4. Protest Procedures

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes, must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by bidders or proposers whose solicitation or award may be aggrieved. The initial protest must be addressed to the following:

**Director of Procurement and Contracts, City of Pompano Beach
1010 N.E. 3rd Avenue, Pompano Beach, Florida 33060**

8.5. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state, and local laws, ordinances, rules, standards, and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility for compliance.

8.6. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reason, the Proposer's staff assigned to this project at any time. The awarded proposer and all instructors providing services shall comply with the City's background check policy and procedure.

8.7. Contract Terms

The contract shall include, at a minimum, this RFP document and the successful Proposer's proposal. The City of Pompano Beach City Attorney shall prepare the contract. Suppose the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly. In that case, the contractor agrees

to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action, or lawsuit.

8.8. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

8.9. Manner of Performance

The proposer agrees to perform its duties and obligations under the contract resulting from this RFP professionally and in accordance with all applicable local, federal, and state laws, rules, and regulations. Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees who are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorization, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of the Proposer to comply with this paragraph shall constitute a material breach of contract.

8.10. Quality

All materials and supplies used to construct the services within this RFP shall be new unless otherwise specified. The items must be new, of the latest model, of the highest quality, and have the highest-grade workmanship. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are unacceptable without written correspondence from the City with the City Manager's approval.

8.11. Omissions

Omissions in the specifications of the RFP, Attachments, Exhibits, or any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided. The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit this proposal.

8.12. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect, or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

8.13. Composition Of the Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed

replacement(s) is submitted to and approved by the City in writing.

8.14. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

8.15. Termination

The City of Pompano Beach may terminate the contract resulting from this RFP without cause upon providing the contractor with at least sixty (60) days' prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this RFP for thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

8.16. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be the 17th Judicial Circuit Court of Broward County, Florida.

8.17. Relationship to the City

It is the intent of the City, and the Proposer hereby acknowledges and agrees that the successful Proposer is considered to be an independent Contractor and that neither the Proposer nor the Proposer's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of the City.

8.18. Cone of Silence

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact any aspect of this solicitation, except in writing, the Procurement and Contracts Department staff until the City Commission takes action by approving or rejecting the award. Violation of this provision may be grounds for rejecting a response." (F.S. 287.057 (25)). Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff.

8.19. Communications

No negotiations, decisions, or actions shall be initiated or executed by the Proposers as a result of any discussions with any City employee. Only those communications in writing from the City may be considered duly authorized expressions on behalf of the City. In addition, only communications from Proposers that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of Proposers.

8.20. Conflict Of Interest

To determine any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or employee of the firm. If any City employee is an owner, corporate officer, or employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

8.21. Lobbying

No Lobbying Permitted: As to any matter relating to this solicitation, the Proposer, project team member, or anyone representing the Proposer is advised they are prohibited from contacting or

lobbying the Mayor, any City Commissioner, City employees, agents, or any other person working on behalf of the City related to or involved with this solicitation, including all members of the City and CRA advisory committees. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and disqualification of the response/Proposal. **This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the City approves the execution of a Contract with an awarded Proposer, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Proposer shall disclose any commitment, direct or indirect, financial or otherwise, made to any person, entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by the City Commission of the final negotiated Agreement. Additionally, all such Recipients must register as lobbyists as Sec. 34.402 of the City's Code requires.

8.22. Right to Inspect or Audit

Contractor's records which shall include but not be limited to accounting records, written policies, procedures, computer records, disks and software, videos, photographs, subcontract files (including Proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and reproduction, during regular working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include, but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to the Contractor under the agreement/contract. The City's agent or authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

The Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be a reason to exclude some or all of the related payees' costs from amounts payable to the Contractor under the agreement/contract.

8.23. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

8.24. Drug-Free Workplace

The selected firm(s) must verify that they will operate a “Drug-Free Workplace” as outlined in Florida Statute 287.087.

8.25. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

8.26. Patent Fees, Royalties, And Licenses

If the selected Proposer desires to use any design, trademark, device, material, or process covered by letters patent or copyright. In that case, the selected Proposer and his surety shall indemnify and hold harmless the City from any claims for infringement because of the use of any such patented design, device, trademark, copyright, material, or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay because of any infringement at any time during or after completion of the work.

8.27. Price Adjustments

Prices offered shall remain firm throughout the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing thirty (30) calendar days before the first-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis after that. Unit price adjustments must have written approval from the City before invoicing. Any unit price adjustment invoiced without written consent from the City shall not be paid, and the invoice will be returned to the Awardee for correction.

The Director, Procurement and Contracts, may, in the Director’s sole discretion, on behalf of the City, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that **ALL** the following circumstances exist:

- i. The volatility is due to causes wholly beyond the vendor’s control and
- ii. The volatility affects the marketplace or industry, not just the vendor’s source of supply; and
- iii. The effect on pricing or availability of supply is substantial, and
- iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

Note: In writing, the Director of Procurement and Contracts must confirm any pricing adjustment.

PRICE REDUCTIONS: Awarded vendors may offer to the City, at any time during the Agreement period, additional discounts from the prices provided in this ITB and invoice less than the prices offered in their submitted bid. If, from the date of bid opening, the Awardee either bids the same products at a lower price than offered to the City or reduces the price of the bidding product to another entity, the weakest of these reduced prices shall be extended to the City.

8.28. Invoicing/Payment

All invoices should be sent to the City of Pompano Beach, Parks and Recreation, 1801 NE 6th Street. Pompano Beach, FL 33060. In accordance with Florida Statutes, Chapter 26, payment will be made within 45 days of receiving a proper invoice.

8.29. Taxes

The City of Pompano Beach, Florida, does not pay Federal Excise or State taxes on purchases of tangible personal property. The sales tax exemption number is available upon request. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts to improve real property owned by the City of Pompano Beach.

8.30. Force Majeure

Neither party shall be obligated to perform any duty, requirement, or obligation under this RFP if the City has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

8.31. Public Records

The City is a public agency subject to Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City 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 price provided in Section 119, Florida Statutes, or as otherwise provided by law;
- c. 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 agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
- d. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor, and keep and maintain public records required by the City to perform the service. Suppose the Contractor transfers all public records to the City upon completion of the agreement/contract. In that case, 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 agreement/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 compatible with the City's information technology systems.

Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under Section 119.10, Florida Statutes, as amended.

8.32. Public Records Custodian:

If the awarded proposer has questions regarding the application of Chapter 119, Florida Statutes, to the awarded proposer's duty to provide public records relating to the agreement/contract, contact the custodian of public records at:

CITY CLERK

100 W. Atlantic Blvd., Suite 253,

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

8.33. Licenses

To perform public work, the successful Proposer shall be licensed to do business in Florida, if an entity, and hold or obtain such Contractor and Business Licenses if required by State Statutes or local ordinances.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

9. ADDENDA

Issuing a written addendum or posting an answer in response to a question submitted using the Questions feature in the eBid System is the only official method by which interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation, the addenda will be issued via the eBid System. The Proposer must obtain all Addendum/Addenda posted for this RFP in the eBid System before submitting a response to this RFP.

END OF THE RFP



**City of Pompano Beach
Procurement and Contracts Department
1010 N.E. 3rd Avenue
Pompano Beach, Florida, 33060**

October 22, 2025

ADDENDUM #1

RFP25-066 Patricia Davis Community Garden Management

To Whom It May Concern,

Addendum #1 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The following changes have been made to RFP25-066:

1. RFP25-066 Pre-Proposal Meeting Attendee Record has been added to the Attachments tab of the City's eBid System.
2. Access to the recording of the pre-proposal meeting is available through the following link:
https://copb-purchasing.s3.us-east-1.amazonaws.com/RFP25-066+Patricia+Davis+Community+Garden+Management/RFP25-066_Patricia_Davis_Community_Garden_Management_Pre-Proposal_Meeting.mp4

The deadline for submitting written questions in the eBid System has passed.

The deadline for accepting proposals in the eBid system is **October 28, 2025, at 2:00:00 p.m. (local)**.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeffrey English,
Purchasing Agent.

cc: website

Online Questions & Answers

Event Information

Number: RFP25-066
Title: Patricia Davis Community Garden Management
Type: Request for Proposals
Issue Date: 9/23/2025
Question Deadline: 10/17/2025 12:00 PM (ET)
Response Deadline: 10/28/2025 02:00 PM (ET)
Notes: The City of Pompano Beach (the “City”) seeks proposals from qualified bidders to plan, develop, and manage the day-to-day operations of the Patricia Davis Community Garden, located at 1089 NW 6th Avenue, Pompano Beach, FL 33069. The garden is intended to provide residents with opportunities for food cultivation, volunteer recruitment and coordination, education, and community building.

Proposers must be registered on the City’s eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at <https://pompanobeachfl.ionwave.net>, referred to hereinafter as the eBid System, on or before the date and time stated in Section 2 —Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.” [F.S. 287.057 (25)].

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All

communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

No questions published

Public Questions & Answers

Event Information

Number: RFP25-066
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Proposals must be submitted electronically at <https://pompanobeachfl.ionwave.net>, referred to hereinafter as the eBid System, on or before the date and time stated in Section 2 —Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.

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communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

Published Questions

Question: Could you please provide the link to the Zoom meeting scheduled for 10:00 AM on October 1, 2025? Thank you!

Answer: As directed in the RFP, the zoom links can be found at the following website:
<https://www.pompanobeachfl.gov/meetings>

The zoom information was the following:

Join from PC, Mac, iPad, or Android:

<https://us06web.zoom.us/j/89743683252?pwd=2GQargqBXZ2HeNhT3aDCj5P5KNZml9.1>

Passcode:288736

Asked: 9/30/2025 07:57 PM (ET)

Exhibit B – Cover Page

1. Supplier/Contractor's Response
2. Local Business Forms
3. Contractor's Proposal
4. Revised Budget



RFP25-066

**The Fruitful Field, Inc
The Fruitful Field
Supplier Response**

Event Information

Number: RFP25-066
Title: Patricia Davis Community Garden Management
Type: Request for Proposals
Issue Date: 9/23/2025
Deadline: 10/28/2025 02:00 PM (ET)
Notes: The City of Pompano Beach (the "City") seeks proposals from qualified bidders to plan, develop, and manage the day-to-day operations of the Patricia Davis Community Garden, located at 1089 NW 6th Avenue, Pompano Beach, FL 33069. The garden is intended to provide residents with opportunities for food cultivation, volunteer recruitment and coordination, education, and community building.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is

solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at <https://pompanobeachfl.ionwave.net>, referred to hereinafter as the eBid System, on or before the date and time stated in Section 2 — Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.

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Contact Information

Contact: Jeffrey English
Address: Procurement and Contracts
1010 NE 3 Avenue
Pompano Beach, FL 33060
Phone: (954) 786-4098
Email: jeffrey.english@copbfl.com

The Fruitful Field, Inc Information

Contact: Jaime Castoro
Address: 100 NE 44th Street
Deerfield Beach, FL 33064
Phone: (954) 922-0220
Toll Free: (954) 922-0220
Email: ed@thefruitfulfield.org
Web Address: www.thefruitfulfield.org

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Jaime Castoro

Signature

Submitted at 10/28/2025 11:11:23 AM (ET)

ed@thefruitfulfield.org

Email

Requested Attachments

Proposal

COPB RFP 25 066 Patricia Davis
Community Garden Mgmt TFF.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Local Business Program Forms

Local Business Program
Forms.pdf

Local Business Program Forms from the attachments tab must be completed and uploaded to this tab.

W9 Request for Taxpayer Identification Number and Certification

TFF W9 2025b.pdf

W9 Request for Taxpayer Identification Number and Certification

Business Licenses

Determination Letter TFF.pdf

Vendor shall be able to obtain permits, licenses, and certifications, including, but not limited to:

- Business Tax Receipt
- Florida Business Registration
- Food Safety Certifications

Response Attachments

Cert of Ins - City of Pompano Beach.PDF

Certificate of Liability Insurance

COI Auto Policy.pdf

Certificate of Workers Comp Insurance

Project Team Form.pdf

Project TeamForm

WC COI.pdf

TFF Workers Comp COI

PDCG Budget for COPB RFP 25-066.pdf

Budget/Cost TFF

Garden_Feedback_-_We_need_your2025-10-28_11_01_21.xlsx

Garden Guest Survey

TFF 501c3.pdf

501 c3

Bid Attributes

1 Local Business Participation Percentage

If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.

20%

2 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate Yes or No below with the drop down menu.

No

3 Drug-Free Workplace

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Florida Statutes, Section 287.087. This requirement affects all public entities of the State and becomes effective January 1, 1991. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which 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: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Select Yes below from the drop down menu to certify that your firm complies with the above requirements.

Yes

4 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified

5 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

Agree

6 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

Yes

LOCAL BUSINESS EXHIBIT "A"
 CITY OF POMPANO BEACH, FLORIDA
 LOCAL BUSINESS PARTICIPATION FORM

Solicitation Number & Title: _____ 25-066 _____

Prime Contractor's Name: The Fruitful Field _____ Jaime
 Castoro _____

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %
NuTurf 2801 Dixie Highway	954.543.5222	Purchase garden materials	100.00 est
Major Visibility Productions 2621 NW 1st st	David Miller 754 265 8511	Garden Art Programming	800.00
Lowe's Federal Hwy	NA	Garden Supplies/Hardware	500.00 est

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Solicitation Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Print Name of Local Business Contractor)

(Street Address)

(City, State Zip Code)

BY: _____
(Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D" – Page 2

RFP: 25-066 The Patricia Davis Community Garden Management//TFF Request

RFP: 25-066

The Patricia Davis Community Garden Management//TFF Request

Proposer: The Fruitful Field

100 NE 44th Street

Deerfield Beach, FL 33064

954 922 0220

www.thefruitfulfield.org

Jaime Castoro, Executive Director

ED@thefruitfulfield.org



RFP: 25-066 The Patricia Davis Community Garden Management//TFF Request

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RFP: 25-066 The Patricia Davis Community Garden Management//TFF Request

October 20, 2025

To: The Review Committee

RFP: 25-066 Management services for The Patricia Davis Community Garden

The following serves as a “Letter of Intent (LOI)” as requested in the RFP dated September 28, 2025

Commitment to provide services and understanding of the solicitation:

This letter serves to share the interest of The Fruitful Field to provide complete Garden Management Services for the Patricia Davis Community Garden, located at 1089 NW 6th Avenue, Pompano Beach, Florida, for the City of Pompano Beach, namely the Parks and Recreation Department. The Fruitful Field is a non-profit organization. Our mission is to grow and distribute nutrient-dense produce to food-insecure individuals, foster connection through nature, and empower communities through education. The Fruitful Field has been operational since 2010. Currently, we manage our six-acre site located in Deerfield Beach, the Patricia Davis Community Garden, and the Dania Beach PATCH.

We believe that we are uniquely qualified to manage The Patricia Davis Community Garden because we have the experience and capacity to grow and distribute nutrient-dense produce while building the physical, mental, and financial health of the communities we serve. We have developed and continue to operate:

- a) Community Garden Space management**
- b) Production Fields for sale at the Pompano Beach Green Market, Fresh Food Box distribution & donation to food-insecure Pompano Beach residents**
- c) Foster strong relationships with community groups including Pompano Proud, Alpha Kappa Alpha sorority and others.**
- d) Establish after-school programming for students attending community center after-care programs. Activities include garden education, nutrition education, and garden crafts**
- e) Run free workshops for Pompano Beach residents to learn about agriculture and the benefits of locally grown food**
- f) Participate in the Fresh Access Bucks programming through the USDA, whereby SNAP/EBT participants receive 50% off produce purchases**
- g) Adult Intern Program - adults join us for an entire season to learn about the local food system from soil to food preparation**
- h) Building partnerships with local schools**
- i) Running Grow City Youth, a first-time paid job experience centered around the food system. This is a paid internship that includes public speaking, resume building, and financial literacy in the curriculum**

RFP: 25-066 The Patricia Davis Community Garden Management//TFF Request

Authorized Fruitful Field contacts available to discuss this Proposal:

Jaime Castoro, Executive Director (ed@thefruitfulfield.org)

Noah Siegel, Farm Manager (all sites) (fm@thefruitfulfield.org)

The Fruitful Field Address: 100 NE 44th Street, Deerfield Beach, FL 33064

Phone: 954-922-0220

Email: Ed@thefruitfulfield.org; FM@thefruitfulfield.org

EIN: 27-3202720

Sunbiz Doc #: N10000006248

Thank you for your consideration.

Sincerely,

Jaime Castoro, Executive Director

RFP: 25-066 The Patricia Davis Community Garden Management//TFF Request

Introduction:

The Fruitful Field is a Florida not-for-profit incorporated in June 2010. Our mission is to grow and distribute nutrient-dense produce to food-insecure individuals, foster connection through nature, and empower communities through education. To expand our capacity and our mission to provide more food and educational opportunities, we added “fee-for-service” programs to our financial model. We currently manage the Patricia Davis Community Garden and the Dania Beach PATCH. These management contracts help us to meet our mission.

Objective: The Fruitful Field believes it is a qualified provider for the requested services. The Fruitful Field staff and management have provided day-to-day operational services for The Patricia Davis Community Garden since 2017, under the supervision of the Pompano Beach Community Redevelopment Agency. In 2024, the Patricia Davis Community Garden site staff and management worked under the Parks and Recreation department.

Scope of Services:

The Fruitful Field currently provides the following services for the Patricia Davis Community Garden:

- 1) Manage Community Garden space, including allocation, organization, and record keeping.
- 2) The Garden Manager is on-site an average of 22-25 hours per week. It must be noted that this is an average over 52 weeks. The manager is on-site less during the summer because food production is less abundant. (Note: the posted scope notes 25 hours/day)
- 3) See answer number 1
- 4) The Fruitful Field has worked on developing an active event and workshop schedule, as well as committing to attending the Pompano Beach Green Market (November-April)
- 5) The Fruitful Field initiated the Fresh Food Box program. Working with Parks and Recreation has helped us grow the program, benefiting residents of Pompano Beach.
- 6) See answer number 4
- 7) We have a plot reserved for PB after-school programming and look forward to working with the Community Center and other senior groups. We can reserve or build a plot for their use.
- 8) We currently work with multiple community groups in Pompano Beach
- 9) The Patricia Davis Garden manager currently acts as a liaison between residents, visitors, volunteers, and plot holders. He comes to The Fruitful Field Executive Director for guidance. If a situation requires support from our City Advisor, we reach out immediately.
- 10) The season at the Patricia Davis Community Garden (PDCG) begins with a plant sale and growing workshop.
- 11) The Fruitful Field and Patricia Davis Community Garden teams use regenerative agriculture techniques that focus on sustainability. We host composting workshops and build soil health through natural methods. Strong soil means less need for pest control or other amendments.
- 12) The Patricia Davis team works hard to keep the garden clean and safe while maintaining a natural environment. It is clean, secure, and accessible.

RFP: 25-066 The Patricia Davis Community Garden Management//TFF Request

- 13) The Fruitful Field has a Nursery license. We have an application ready to submit to the USDA field office in West Palm Beach to be recognized as an agricultural organization, which will allow us to participate in USDA-sponsored growing programs.

Volunteer Coordination: Recruitment of both resident and non-resident volunteers and, if applicable, their training to support the garden are important priorities. Knowledge of conflict resolution and inclusive communication skills is also important.

Patricia Davis Community Garden/The Fruitful Field recruits volunteers through our Adult Intern Program, HandsOnBroward, the Broward Sheriff's Offices, and local community organizations, including The Rotary Club, Garden Clubs, Habitat for Humanity, Surfrider Organization, Pompano Proud, Alpha Kappa Alpha Sorority, and others.

The Patricia Davis Garden team is proud of the number of Adult Intern volunteers we have trained, who return season after season to help the Patricia Davis Community Garden succeed.

Budget: The operator will provide a budget that includes personnel, materials, outreach, and programming. The operator will be responsible for growing costs, including, but not limited to, seeds, seedlings, mulch, drip tape, and other materials associated with growing food.

See attachment for budget.

Reporting: Submit quarterly reports to the City's designee detailing: revenue from plots, program activities and attendance, maintenance issues and actions.

The Fruitful Field management team will report to the City's designee every quarter or as often as they deem necessary.

Background Check Policy: Vendor, its employees, volunteers, subcontractors, etc., providing services shall comply with the City's Background Policy. The background check shall be at the sole cost of the vendor.

The Fruitful Field will comply with the City's Background Policy for employees and for any volunteers working with students in after-school programming. The Fruitful Field will pay the cost. We ask that, if the city shares any "preferred" providers, they work with our non-profit to offer a discounted rate. City staff need to share the frequency of the background check requirements.

Composition of Project Team: The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

The Fruitful Field and the executive management team will provide, in writing (via email), any personnel changes that directly affect operations at the Patricia Davis Community Garden.

RFP: 25-066 The Patricia Davis Community Garden Management//TFF Request

Qualifications: Summary of qualifications and interests. Vendor shall provide proof of technical knowledge and skill of gardening and agricultural practices to include, but not limited to, soil preparation and testing, organic pest management, composting methods, crop rotation and seasonality, seed starting, transplanting and harvesting techniques, and water conservation techniques.

- **Soil preparation:** We purchase soil from a reputable company once a year to rebuild both the community and production spaces. Strong soil is key to successful growth. We use mulch as a filler, which breaks down into soil.
- **Organic pest management-** starting with strong soil reduces the need for pest control. If pest control is required, we use only natural products or traps.
- **Composting methods-** PDCG is a small site, and producing all the soil needed from composted materials is not possible. We practice “chop and drop,” in which cuttings from trees and plant matter are used around plants to control nutrients and moisture. There are several compost bins on-site for community residents to drop off their food waste. We offer compost workshops.
- **Crop rotation** is used as needed.
- **Seasonality education** for the community is key to our success. The growing season in South Florida is long, from October to May. There is a shorter summer season with limited varieties of produce available to plant.
- **Seed starting:** While management tends to use it for certain crops, we usually purchase seeds and grow starters in the nursery at our site in Deerfield Beach, as we currently don't have nursery space at PDCG. We sometimes source certain seedlings from local growers. We have seed starting workshops.
- **Transplanting-** We transplant as needed, depending on the variety of produce.
- **Harvesting techniques-** We harvest in the morning for market distribution. Any surplus is donated to community members, senior housing, or other non-profits in the city of Pompano Beach.
- **Water conservation techniques-** We use drip irrigation on timers to limit water use. The water system is a well, which our team recommended to save on monthly water bills.

The vendor shall have knowledge of native and pollinator-friendly plants, an understanding of ecological sustainability, and familiarity with local growing zones and climate conditions.

There is an extensive **Butterfly Garden**, which attracts pollinators. This garden was built with the support of Pompano Proud. Management continually monitors and consults with other growers about climate changes that affect growing zones. We teach residents about seasonality and growing crops suitable for warmer climates. Part of the educational classes includes food preparation.

RFP: 25-066 The Patricia Davis Community Garden Management//TFF Request

References:

Provide a minimum of three (3) references of contracts for similar services. Clearly outline the proposer's role and responsibilities for the referenced contracts. Include the name, email address, and telephone number of a contact person in a position of authority who can verify the proposer's involvement and performance.

- **Michael Chen**- CRA -City of Dania Beach mchen@daniabeachfl.gov; 954 924 6801
Community Redevelopment Director – City of Dania Beach, Florida.
Current: Manage their Community Garden site.
- **Jessica Sneed**- Recycling Coordinator- City of Pompano Beach Jessica.Sneed@copbfl.com
954 786 4997 Current: Work with programming for seniors in Pompano Beach
- **Principal Williams**- Blanche Ely High School- avures.williams@browardschools.com
954 322 0950; Current: Working with students on Food Systems
- **Gastrid Harrigan**- Millennium 6-12 Collegiate Academy gastrid.harrigan@browardschools.com
954 322 3900 Past: Cypress Run School- Food Garden built with students and garden programming with students that included food preparation and tasting of harvests. Also built a “Zen garden” for students and faculty.
- **Kathleen Bowler**- Pompano Beach Parks and Recreation-kathleen.bowler@copbfl.gov 954 786 4115 Current: Liaison with City for the current contract for management of the Patricia Davis Community Garden site.

Experience and Credentials: The proposer should demonstrate a minimum of three (3) years of relevant experience in gardening and horticultural work on large-capacity facilities and projects, including landscape maintenance, planting design, irrigation management, and green space operations. Provide detailed descriptions of past contracts, including the scope of work, challenges encountered, lessons learned, and project outcomes.

The staff and management have over 35 years of combined experience in garden management, markets, and educational programming. The Executive Director has been involved in Community Market Garden development and programs to build community health since 2013. Our Farm Manager has a Master's degree in Regenerative Agriculture, and the Site Manager at Patricia Davis Community Garden holds an Associate of Science degree in Landscape and Horticulture.

The Fruitful Field currently manages over six acres with six acres of growing space on our primary site in Deerfield Beach. We manage the Dania Beach PATCH for the City of Dania Beach, as well as a private fruit forest on 1 acre in Southwest Ranches. Past projects include working with students and administrators at Cypress Run Educational Center to build and run programming for their school garden. We also built a relaxing Zen Garden for teachers and students. We've worked with Habitat for Humanity on garden and nutrition programming in Pompano Beach. We run the Grow City Youth Intern program, which has been funded over the years thanks to the generosity of The Jim Moran Foundation, Frederick A. DeLuca Foundation, The Community Foundation of Broward, and others. This vital program provides first-time job experiences for youth (14-17) while they learn about the local food system from soil to product

RFP: 25-066 The Patricia Davis Community Garden Management//TFF Request

development. Public speaking and financial literacy skills are taught. More than 200 students have completed this program, and recent surveys indicate that it has a positive impact on the students served.

It is difficult to pick a “lesson learned”, but if pressed, it would be to remain attentive during management changes at our contract sites. Not every new team comes in with the same understanding of food insecurity or the value of community-based food production.

Program Plan: The proposer must include a Program Proposal for Garden Maintenance, including a schedule and tasks. This proposal is to include:

1. Program Proposal for Education and Community Workshops (Season- October-April)

Education:

Afterschool Programming- PB Community Centers Aftercare (4 at this time) Growing, Art in the Garden, Food Tasting 1-2 hours a week during the season

Senior Programming- Proposed- Tours, Food Tasting, 1-2 hours a week during the season

Tour & Taste- Current: first Saturdays- this well-attended event provides garden tours and encourages participants to try herbs, fruits, and produce

Workshops- Current

Minimum 1 time per month during season, topics include:

- Growing in small spaces
- Seeding
- Composting
- Butterfly Gardens
- Starting your seasonal Garden
- Preparing for summer
- Summer Growing
- Garden Art

Workshops are generally at no charge. Costs are included in the budget, or, if grants are received, programming is expanded.

Other: The Patricia Davis Community Garden reaches out to or responds to community groups and city agencies that request support. This includes the Sample-McDougald House, Pompano Proud, Blanche Ely High School, various City Departments upon request, and others.

2. Program Proposal for Green Market and Fresh Food Boxes:

RFP: 25-066 The Patricia Davis Community Garden Management//TFF Request

Green Market- Current- The Patricia Davis Community Garden has a long-standing and positive relationship with the management team of The Pompano Beach Green Market. We sell produce at the Market and serve as goodwill ambassadors for the City of Pompano Beach and the Patricia Davis Community Garden.

Fresh Food Box- Current- This program encourages Pompano Beach residents to purchase a box of mixed seasonally grown, nutrient-dense produce from PDCG. Each Fresh Food Box costs \$20.00. The Fruitful Field participates in the Feeding Florida/USDA Fresh Access Bucks program. This provides a 50% discount for SNAP/EBT cardholders. This program is entering its third season and has a mailing list of over 200 people. Preference is given to Pompano Beach residents.

Note: Season is considered mid-October to mid-April

Pompano Market begins in November and runs through April

Fresh Food Box program- December through mid-April or as long as the garden is producing

Cost: Propose a breakdown of the expenses for managing the work. In addition, the Proposer will provide a budget that includes personnel, materials, outreach, and programming. The operator will be responsible for growing costs, including, but not limited to: seeds, seedlings, mulch, drip tape, and other materials associated with growing food.

See attached Budget.

Local Vendor: As determined by Proposal reviewers. Two of our TFF staff members live in Pompano Beach, most volunteers live in Pompano Beach.

Thank you for this opportunity.

2025-2026

Patricia Davis Community Garden Management -Garden Operations and Programming
Budget

Garden Expense			
Item	Detail		
Seedlings	First and second planting	600	\$1,000.00
Soil	Compost delivery		\$700.00
Amendments	plant nutrients	4 bags	\$400.00
Micro irrigation	Irrigation		\$350.00
Drip tape ends and caps	Irrigation		\$500.00
Seeds	Direct sown and cover crop		\$600.00
Quart boxes	For Market		\$300.00
Rubber bands	For Harvest/Market		\$72.00
Ice packs	For Harvest		\$0.00
Display Bins	For Market/Harvest		\$150.00
Harvest tools	for harvest		\$150.00
Branded Tent	for Market/Events		\$0.00
Branded Bags	Fresh Food Box		\$0.00
Gas for equipment			\$65.00
Mileage for use of personal vehicle			\$100.00
		Total	\$4,387.00

Events/Education/Outreach

Stipends for workshops	Workshops/3	200.00
Materials for Workshops		175.00
Materials for Afterschool Activities		200.00
Grocery Items for Workshops		200.00
Grocery Items for Afterschool Activities		200.00
Printing Materials for workshops/		200.00
EBT/SNAP Equipmet		239.40
Outreach materials		400.00
Required Level 2 background up to 5 checks		350.00
	Events/Ed Total	2,164.40

Required Insurance

Liability	25% of premium	328.12	this is Feb. 25 premium
Auto	50% of premium	1,077.48	500k limit
	Insurance Total	1,405.60	

Labor

Exhibit "C"

INSURANCE

The insurance described herein reflects the insurance requirements deemed necessary for this project by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer shall not commence operations, construction and/or installation of improvements until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
 - a) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.
3. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

LIMITS OF LIABILITY

<u>Type of Insurance</u>		<u>Each occurrence</u>	<u>Aggregate</u>
GENERAL LIABILITY			
comprehensive form premises - operations explosion & collapse hazard	bodily injury	\$1,000,000.	\$1,000,000.
underground hazard products/completed	property damage	\$1,000,000.	\$1,000,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of Pompano Beach The City of Pompano Beach CRA 100 W. Atlantic Blvd. Ate 276 Pompano Beach FL 33060	100 NE 44th St. Pompano, F 33064 1089 NW 6th Ave. Pompano, F 33060
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shield Strategic Insurance, LLC 2000 Banks Road, Suite 213 B Margate, FL 33063 License #: L105298	CONTACT NAME: Pamela Greene PHONE (A/C, No, Ext): (954)608-5804 E-MAIL ADDRESS: pgreene@ssistrategic.com FAX (A/C, No): (877)288-0388
	INSURER(S) AFFORDING COVERAGE _____ NAIC # _____ INSURER A: National Liability & Fire Insurance Company INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED The Fruitful Field, Inc. 100 NE 44th Street Pompano Beach, FL 33064	<div style="border: 2px solid green; padding: 5px; text-align: center;"> <p>APPROVED <i>Brittney Dixon</i></p> <p>By Brittney Dixon at 7:49 am, Mar 05, 2025</p> </div>

COVERAGES **CERTIFICATE NUMBER:** 00000422-87526 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY PRO-JECT LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N9WC941494	02/27/2025	02/27/2026	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach
 100 Atlantic Blvd
 Pompano Beach, FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(PMG)

Exhibit D
Youth Program Background
Screening Policy

TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Effective:	3-10-04
		Revised:	8-27-07
		Revised:	7-23-08
		Revised:	8-2-10

In an effort to ensure that the City of Pompano Beach provides a safe place for children to learn and enjoy recreation programs, and in an effort to acquire and retain volunteers and instructors who are more likely to safely interact with participants in programs, the Parks and Recreation Department will conduct criminal background screening on all prospective volunteers and instructors, and based upon the recommended guidelines for credentialing set by the National Recreation and Park, Association, shall establish and enforce criteria for disqualification of applicants.

(1) The following shall constitute grounds for disqualification of an applicant:

(a) The applicant has been found guilty of any of the following crimes listed below:

"Guilty" means that a person was found guilty following a trial, entered a guilty plea or entered a no contest plea, accompanied by a court finding of guilt, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. Acquittal, Nolle Prose, or dismissal of charges shall not be included in said definition:

1. SEX OFFENSES INVOLVING CHILDREN

>All Sex Offenses and Offenses involving children or the abuse of children - regardless of the amount of time since offense. Examples include but are not limited to child molestation, rape, sodomy, prostitution, indecent exposure.

2. FELONIES

>All Felony Offenses involving violence - regardless of the amount of time since the offense. Examples include but are not limited to: murder, attempted murder, manslaughter, aggravated battery, aggravated assault, kidnapping, robbery.

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TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Revised:	8-2-10

>All Felony Offenses, other than those for violence, sex, or offenses involving children, within the past seven (7) years of the date of the application. Examples include but are not limited to: drug offenses, theft.

3. MISDEMEANORS

>All Misdemeanor offenses involving violence within the past five (5) years of the application date. Examples include but are not limited to: simple battery, assault, domestic violence.

>Any three (3) or more Misdemeanor drug offenses or alcohol offenses, or any combination of same within the past five (5) years of the application date. Examples include, but are not limited to, driving under the influence, possession of marijuana, disorderly conduct, possession of drug paraphernalia.

>Any other Misdemeanor offense within the past five (5) years of the application date that would be considered a potential danger to children or that is directly related to the function of that coach. Examples include but are not limited to contributing to the delinquency of a minor, providing alcohol to a minor, petty theft of money.

- (b) Pending prosecution of offenses listed under subsection (a.) above.
- (c) Falsification of any requested information on the application.

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- (d) Any person who at the time of the application is serving a period of Community Control or probation for any offense. No such person shall be eligible until all supervision has terminated and all provisions of the sentence have become final.