



Event # 243-5

Name: Facilities Condition Assessment

Description: The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide a facilities condition assessment for the City's Facilities Division, Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The proposing firm shall include in their proposal, a list of all facility condition assessments completed for other governmental entities in the past five (5) years and a detailed description of the completed assessments.

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.

Buyer: ROSE, HEATHER

Status: Pending Award

Event Type: RFP

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 5

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview:

Q & A Open: 03/28/2024 05:05:00 PM

Open: 03/28/2024 05:00:00 PM

Q & A Close: 04/18/2024 05:00:00 PM

Close: 05/01/2024 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Did you complete the attached required documents and attach?	Yes No Text	Required Documents.pdf
Did you attach your proposal in accordance with the requirements of this RFP and Section 4.2, Contents of the Proposal	Yes No Text	

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Attachments

Name	Description	Attachment
General Conditions		General Conditions.pdf
Exhibit A - Facilities List	Please see attached list of City facilities. The City reserves the right and may make changes to the list.	Exhibit A - City Facilities List.pdf
RFP Specifications		Event 243 - Facilities Condition Assessment.pdf
Revised Exhibit A - Revised City Facilities List		Revised Exhibit A - Revised City Facilities List.pdf
Addendum	This addendum is being issued to answer questions posted during the Q & A period. All other terms, conditions, and specifications remain unchanged. Please see the attached document.	Addendum - Event 243.pdf

Contacts

Name	Email Address
HEATHER ROSE	hrose@fortlauderdale.gov

Commodity Codes

Commodity Code	Description
907-75	Site Assessment and Site Field Observation

Line Details

Line 1: Complete Facilities Condition Assessment with Geodatabase

Description: Total project cost for a complete facilities condition assessment with Geodatabase. Proposer agrees to supply the products and services at this cost, in accordance with the terms, conditions and specifications contained in this RFP. Cost to the City:
Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for

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the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Contractor must also include in its proposal, a breakdown of the total project cost (including but not limited to labor, equipment, materials, and parts).

Item: COND. ASSESSMENT W/ GEODATABASE Complete Facilities Condition Assessment with Geodatabase

Long Item Description: Total project cost for a complete facilities condition assessment with Geodatabase. Proposer agrees to supply the products and services at this cost, in accordance with the terms, conditions and specifications contained in this RFP.

Commodity Code: 907-75 Site Assessment and Site Field Observation

Quantity: 1.0000 **Unit of Measure:** JA

Requested Delivery Date: 04/29/2024

Require Response:	Yes	Price Breaks Allowed:	No	Allow Alternate Responses:	No
Add On Charges Allowed:	No				

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide a facilities condition assessment for the City's Facilities Division, Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Heather Rose at (954) 828-5142 or email at hrose@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the [City's on-line strategic sourcing platform](#). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the [City's on-line strategic sourcing platform](#) shall become part of any contract that is created from this RFP.

1.3 Pre-proposal Conference

There will be a pre-proposal conference scheduled for this Request for Proposal on April 3, 2024, 11 a.m. to 12 p.m. The location is South Side Cultural Arts Center, 701 S. Andrews Avenue Fort Lauderdale, FL 33316. It is strongly suggested that all Contractors attend the pre-proposal conference.

While attendance is not mandatory, it is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-proposal meeting and/or site visit.

It will be the sole responsibility of the Contractor to conduct site visits to inspect the City's location(s) facilities systems prior to submitting a proposal. Site visits will be coordinated through the City's contract administrator. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses the City's on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorials available in the [City's on-line strategic sourcing platform](#) well in advance of their intention of submitting a proposal to ensure familiarity with the use of the

City's on-line strategic sourcing platform. The City shall not be responsible for a Proposer's inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Proposer to ensure that their proposal is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA the [City's on-line strategic sourcing platform](#).

1.5 Electronic Bid Openings/Proposal Closings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/22) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by the [City's on-line strategic sourcing platform](#) and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder/Proposer. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

A payment schedule based upon agreed upon deliverables may be developed with the awarded Contractor.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.11 Acceptance of Proposals / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.11.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this RFP, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services

and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.12.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

Proposers shall be in the business of facility condition assessment and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.17.1 Proposer or principals shall have relevant experience in facility condition assessment. Project manager assigned to the work must have experience in facility condition assessment and have served as project manager on similar projects.

2.17.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a

firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.17.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the Proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR

2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a

staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

2.20.2 Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the Proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.20.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site at the following link:

<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

2.20.5 Definitions

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

2.21.1 Any Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link.

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

2.21.2 The complete protest ordinance may be found on the city's web site at the following link:
[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

2.22 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the Proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Subcontractors

2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.23.3 Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.24 Proposal Security – N/A

2.25 Payment and Performance Bond N/A

2.25 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Consultant must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.26.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of

the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.26.5** The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

2.26.11 It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.27 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

2.28 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.30 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.31.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.31.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

2.34 Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed.

2.35 Contract Period – This contract will be a one-time purchase based on the deliverables outlined in Section III

2.36 Cost Adjustments – N/A

2.37 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.38 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.40 Substitution of Personnel

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

2.41 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.42 Condition of Trade-In Equipment – N/A

2.43 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.44 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Proposer's response to this RFP.

2.45 Service Organization Controls- N/A

2.46 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.47 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 SCOPE

The purpose of the assessment is to develop recommendations and budget estimates to improve, maintain and repair City facilities and their respective systems. The selected Consultant shall provide complete condition assessments with an associated geodatabase to manage and visualize facilities and their related assets, which will function as the source for the development of a comprehensive repair, alteration, and improvement program for the facilities. The facilities assessment and analytical data will enable the City to plan, manage and analyze data utilizing a single platform. This will enhance the City's ability to develop short, intermediate, and long-term capital improvement strategies based on stakeholder needs and will provide for a cost-effective operation of the facility based upon the prioritization code for each identified element or component in the report.

This report shall identify ongoing maintenance policies and procedures, which could be adjusted and implemented to avoid or reduce current or future capital costs. The written report shall also present a facility-by-facility study of the physical condition and cost of repairs and replacements, along with prioritization of any needed repairs. Any scheduled replacement of large cost items including roofs, etc. over the next ten-year period should be part of this as well. **The proposal should include an executive summary, architectural renderings, maps and/or other supportive documentation. The awarded proposer will be required to attend meetings and hearing related to this contract. Meetings requiring attendance my include, but are not limited to, public hearings, progress meetings with City staff, and City Commission hearings.**

- 3.1.1 The Consultant shall provide a complete and thorough visual non-destructive evaluation of the entirety of each facility (exterior and interior), grounds, components, and building systems.
- 3.1.2 The Consultant shall determine the Facility Condition Index (FCI) of each facility.
- 3.1.3 The Consultant shall determine the remaining life of each building component.
- 3.1.4 The Consultant shall use the findings from the facility evaluation to determine the extent and recommended timing of required capital and maintenance expenditures needed over the next ten years. Recommendations should consider opportunities to implement energy efficiency and/or sustainability projects, particularly in cases where savings would significantly offset anticipated costs.
- 3.1.5 The Consultant shall use engineering judgment to determine the most cost-effective repair and replacement options to correct all defects observed and defective conditions or lifecycle replacement repair and replacement projects anticipated over the ten-year study period.
- 3.1.6 The Consultant shall provide detailed cost estimates for repair and replacement projects required. Cost estimates must be relative to South Florida construction cost index.
- 3.1.7 The Contractor shall provide a preventative maintenance schedule and cost estimates for each facility to extend the useful life of assets.
- 3.1.8 The Consultant shall provide a plan to strategically and efficiently reduce the current backlog of deferred capital and routine maintenance projects. The City will provide all available documentation for each project.

- 3.1.9** The Consultant shall enhance asset planning capabilities by addressing the highest priority and future needs.
- 3.1.10** The Consultant shall use the ASTM E2018-8 as a guide to collect facility assessment and analytical data so that City can plan, manage, and analyze data on a single platform.
- 3.1.11** The Consultant shall employ a competent Project Manager with significant experience in leading assessment teams and with specific knowledge in developing assessment reports. The Project Manager shall be satisfactory to the City and shall not be changed without the consent of the City. The Project Manager shall represent the Consultant and all communication given to the Project manager shall be binding.

3.1.12 Initial Assessment

- 3.1.12.1** Research the nature of the project, such as building systems, grounds, utilities, support systems, other building components, building requirements, etc. Review all documentation both at the site and at the City offices. The City will make available to the Consultant all documentation it is able to provide in electronic format or hard copy. These may include drawings, assessment reports, and other data. Consultant should presume that no documentation is available. Consultants shall verify their accuracy before relying on the data. Data must be collected from direct measurements and observations of buildings and must be based on Consultant's own efforts. All materials provided are for information only and the Consultant shall verify all field conditions. The Consultant is responsible for the accuracy of all statements made in submissions.
- 3.1.12.2** The physical assessment will consist of a limited non-intrusive visual assessment of the buildings and their components. It is expected that generally all aspects of the buildings will be made accessible, including provision to gain access to the roof, interior areas, mechanical, electrical rooms and common areas. Infrared imaging should be used, where appropriate, to provide a more thorough non-intrusive assessment. Confined spaces or hazardous areas are not expected to be assessed. Flat roofs with safe access are considered accessible. However, sloped inaccessible roofing or roofing that is considered unsafe without the use of personal protective equipment will not be accessed. Drone assessments can be used to visually inspect roofs and exteriors that are not safely accessible.
- 3.1.12.3** During the condition assessment for each building the Consultant shall utilize tools to gather and upload facility-related data corresponding to the specific data elements outlined in this proposal. The Consultant will provide hardware and software program(s) of their own choosing. Consultant is responsible for ensuring that all datasets are accurate and consistent. Consultant will further utilize collected data to create and provide the City with a structured geodatabase capable of update and integration with industry-standard asset management programs upon project completion. The consultant will conduct meetings with the City to discuss design and requirements of the geospatial database to be delivered. Using Esri's geodatabase technology, the consultant will deliver all mapping data used to illustrate attributes and identified conditions. Geodatabase will ensure proper data schema, relationships, and metadata. This format is crucial for effective and ongoing asset management.
- 3.1.12.4** The Consultant shall identify and categorize each major component for predictive maintenance, testing and/or inspection, preventative maintenance, emergency maintenance and/or routine maintenance needs. Prioritize necessary repair, renovation, and/or replacement actions with estimated cost forecast by the projected

year in a format consistent with the requirements of the City as included within attachments to this document.

3.1.13 Component Elements

3.1.13.1 Substructure

Elements shall include the foundations, slabs on grade, basement excavation and walls. The Consultant shall visually evaluate the accessible below grade components for signs of distress (cracking, displacement, insect infiltration, water infiltration, etc.) and document findings with photos.

3.1.13.2 Core and Shell

Element shall include the superstructure (floors, bearing walls, columns, beams, roofs and related structures); exterior closure (exterior walls, windows, and doors) and roofing. The Consultant shall visually evaluate the accessible shell components and ancillary elements for signs of distress and document findings with photo logs. This will include cracking, displacement, and connection adequacy, continuity of flashing and seals, and evidence of other types of distress. The building envelop shall also be examined for deficiencies as it pertains to wind loading and hurricane protection.

The Consultant shall check for flashing and connections for proper drainage on walls and check for condition and proper placement of expansion joints. For roofing, Consultant shall access the roof to visually observe the condition of the roof system, accessories and details. The Consultant shall observe flashing and penetration details for condition and conformance with accepted practice. Documentation of existing roofing warranties, replacement costs, and remaining life of facilities shall also be included.

3.1.13.3 Interiors

Elements shall include interior partitions, and doors; stairways and finishes; and interior finishes such as paint and other wall finishes, flooring, and interior ceiling finishes and systems. The Consultant shall visually evaluate the condition of interior finishes and document findings with photos.

3.1.13.4 Building Equipment and Systems

Elements shall include the Conveyor systems (elevators, and other vertical transportation and conveying systems), plumbing systems (fixtures, domestic water distribution, sanitary waste, rainwater drainage and special plumbing systems such as gasoline dispensing, compressed air, etc.) HVAC Systems; heat generation, rejection, distribution and transfer systems HVAC controls and instrumentation and other HVAC support elements; Fire Detection and Suppression Systems (alarm systems, monitoring systems, sprinkler systems, standpipe and hose systems, pumps, fire protection specialties, and special fire suppression systems); Electrical Systems (service and distribution), feeder type (aluminum or copper), lighting and branch wiring, communications and security systems, emergency generators, UPS systems, and electrical controls and instrumentation). Include service points, meters and capacities for all utilities. The Consultant shall visually evaluate the conditions of service and document findings. For conveying systems, Consultant shall review the maintenance records and available reports on equipment and evaluate the performance and anticipated

service life of the systems. For plumbing, HVAC and electrical systems, Consultant shall observe the age, condition, and adequacy of capacity and status of maintenance of these systems and document their findings.

3.1.13.5 Other Building Construction

Elements shall include special structures and systems that include special security systems, incinerators, storage tanks, building automation systems, special purpose rooms, etc.

The Consultant shall visually evaluate and note the condition of these other building systems and document findings with photos.

3.1.13.6 Building Site Improvements

Elements include grading and drainage slope stabilization, protection and erosion control; roadways and parking lots (pavement, curb, gutter and appurtenances), pedestrian paving (sidewalks, exterior steps, etc.). For grading and drainage, the Consultant shall observe the site systems for removal of stormwater and identify any that appear under-capacity or distressed.

3.1.13.7 Safety and Security

Consultant shall evaluate the adequacy of the installed fire protection and prevention systems and recommend necessary upgrades or modernization.

3.1.13.8 Access Control

Elements include doors and windows, including hardware and other components: intrusion detection systems and access control. The Consultant shall conduct a review of all potential points of access and determine and document effectiveness of access control. The Consultant shall identify a pattern in faulty hardware system and controls.

3.1.13.9 Hazardous Materials

Elements include building components and stored materials suspected to contain hazardous materials e.g., asbestos, lead, petroleum products, etc. The Consultant shall identify suspected hazardous materials for further study and analysis.

3.1.13.10 Exterior Site Components

Elements include playgrounds, playground surfacing, sports field artificial turf, sports lighting, pedestrian lighting, pools, pool pumps, fencing, court surfacing, shade structures, boat ramps and docks, and life guard towers.

3.1.13.11 Memorial Site Components

Consultant shall evaluate existing memorial sites and their components to determine what repairs are needed or what their replacement schedules should be. Sites will include but are not limited to the Police Memorial site, the Lone Sailor site, the 911 Memorial site, just to name a few.

3.2 INITIAL MEETING

Within five (5) working days after receipt of the Notice-to-Proceed (NTP), an on-site meeting to review the Scope of Work (SOW) with the Project Managers shall be conducted. The pre-

investigation meeting shall be attended by key members of the consultants' personnel performing the evaluation.

3.3 REPORTS

The Consultant shall develop a report through three submissions, corresponding to 50%, 75%, and 100% completion. It is important that the deliverables noted below be completed for each submission. The percentage completion is secondary in importance to the requirements specified.

3.3.1 The Consultant shall submit fifty percent (50%). This submittal shall be provided at 90 days of the Notice-to-Proceed and shall be a synopsis of work completed to date. The report shall provide the City with the framework for the study and a sense for direction and workflow.

3.3.2 The Consultant shall submit seventy-five percent (75%). This submittal shall be complete within 180 days of the Notice-to-Proceed and shall be considered the draft report. Thirty (30) days will be allowed for the City review and comments. At this stage, the Consultant shall advise the City of any more in-depth investigation needed, including destructive testing to facilitate the evaluation. The Consultant will be given instruction by the project manager to proceed with the next submission.

3.3.3 The Contractor shall submit one hundred percent (100%). This submittal shall be in near complete form and shall be provided within forty-five (45) days of receipt of comments on the seventy five percent (75%) submittal from the City. After review of the one hundred percent (100%) submission, the Consultant will be given instructions by the project manager to proceed with final submission.

3.3.4 The City also requires the Consultant to provide a comprehensive electronic geodatabase of FCA data and information that can be used for facility asset management, maintenance, repair, and capital renewal planning outlined in 3.1.12.3. The City will provide geodatabase requirements and detailed expectations during meetings conducted by consultant; these requirements may potentially include indoor mapping technology. This database will be the primary tool for collecting and updating data, preparing cost estimates, generating individual facility reports and cost estimates, and developing the overall capital renewal program.

3.4 PROJECT SAFETY

The Consultant shall ensure that its work is conducted in a safe manner and that appropriate barricades and other safety procedures are employed to ensure the safety of all employees. All work shall comply with OSHA standards and guidelines.

3.5 KEY PERSONNEL

The personnel shall have the necessary experience and licenses to perform the required work. Toward that end should include within the proposal a description of the staff available to perform this work and their qualifications.

3.6 LICENSING, ACCREDITATION AND REGISTRATION

The Consultant and all of its sub-consultants (regardless of tier) shall comply with all applicable City of Fort Lauderdale, State, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. The firm shall be licensed to do business in Florida.

3.7 CONFORMANCE WITH LAWS

It shall be the responsibility of the Consultant to perform under the contract in conformance with all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from the [City's on-line strategic sourcing platform](#). Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the [City's on-line strategic sourcing platform](#). The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public

records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

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 the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, 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 this 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 this 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 this 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.

- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the

proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted. **The proposing firm shall include a list of all facility condition assessments completed for other governmental entities in the past five (5) years and a detailed description of the completed assessments.**

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project.

As a part of the response, a design plan and diagram(s) shall be presented to the City for approval.

The Proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

NOTE: The project must be completed in accordance with the deliverables specified in Section 3.3 "REPORTS".

Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities, and other available

resources you offer for the project.

4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

C. Non-Discrimination Certification Form

This form is to be completed and inserted in this section.

D. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section.

E. Disadvantaged Business Enterprise Preference (DBEP)

This form is to be completed, if applicable, and inserted in this section.

F. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

G. E-Verify Affirmation Statement

This form must be completed and returned with your proposal.

H. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

I. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

J. Active Status Page from Division of Corporations – Sunbiz.org

Provide PDF of current page with your proposal.

K. Affidavit of Compliance with Foreign Entity Laws

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid/Proposal Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid/Proposal, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at:

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

<u>Government Experience</u> The proposing firm shall include a list of all facility condition assessments completed for other governmental entities in the past five (5) years and a detailed description of the completed assessments.	50%
<u>Qualifications</u> Proposing firm shall provide qualifications of persons to provide the services, facilities, resources and references.	30%
<u>Cost to the City</u> Proposer shall provide a lump sum price (and include a total cost breakdown in their proposal)	20%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

City Facilities List

Department	Building Name	Address	Sq. Ft.
ADMIN	CITY HALL	100 N. ANDREWS AVE.	83276
	Annie Beck House	1329 NE 7th Ave	
DSD	BUILDING SERVICES CENTER	700 N.W. 19th Ave.	43000
FIRE	FIRE PREVENTION BUREAU	2002 N.E. 16th St.	4100
FIRE	FIRE STATION / ADMIN/NO 2	528 N.W.2ND ST.	30900
FIRE	FIRE STATION NO. 8	1717 SW 1st Ave	
FIRE	FIRE STATION NO. 13	2871 E SUNRISE BLVD.	6100
FIRE	FIRE STATION NO. 29	2002 N.E. 16th St.	10291
FIRE	FIRE STATION NO. 3	2801 S.W. 4th Ave	8742
FIRE	FIRE STATION NO. 35	1969 E Commercial Blvd.	12207
FIRE	FIRE STATION NO. 46	1515 NW 19th St	10817
FIRE	FIRE STATION NO. 47	1000 SW 27 Ave	15391
FIRE	FIRE STATION NO. 49	1015 Seabreeze Blvd.	12170
FIRE	FIRE STATION NO. 53	2200 EXECUTIVE AIRPORT WAY	27310
FIRE	FIRE STATION NO. 54	3211 NE 32ND ST	10064
FXE	EXECUTIVE AIRPORT ADMIN	6000 NW 21st Ave	10000
FXE	EXECUTIVE AIRPORT ELECT	5550 NW 23rd Ave	791
FXE	EXECUTIVE AIRPORT MAINT	5505 E Perimeter Road	1656
FXE	EXECUTIVE AIRPORT NEW MAI	2020 Executive Airport Way	7745
IT	RECORDS CENTER - PRINT	401 S.E. 21ST ST.	2735
POLICE	POLICE HARBOR PATROL/RR	1784 SE 15th St.	1478
POLICE	POLICE HORSE BARN	700 N. Federal Hwy	6010
POLICE	POLICE JAIL	1300 W BROWARD BLVD.	26979
POLICE	POLICE STATION	1300 W BROWARD BLVD.	88607
PR	BASS PARK - POOL HOUSE	2750 N.W. 19TH ST.	1684
PR	BASS PARK - REC. CENTER	2750 N.W. 19th St.	2442
PR	BAYVIEW PARK - CONCESSION	4400 Bayview Dr.	1600
PR	BEACH COMMUNITY CENTER	3351 N.E. 33rd Ave.	12573
PR	BEACH MAINTENANCE BUILDIN	1300 SE 21st St.	8244
PR	BEACH RESTROOM	640 Seabreeze Blvd	1290
PR	CARTER PARK - ANNEX/LIB	1450 W SUNRISE BLVD.	1818
PR	CARTER PARK - CONCESSION	1450 W Sunrise Blvd.	2800
PR	CARTER PARK - GYM	1452 W SUNRISE BLVD.	13139
PR	CARTER PARK - POOL OFFICE	1452 W Sunrise Blvd.	423
PR	CARTER PARK - RECREATION	1450 W SUNRISE BLVD.	2140
PR	CARTER PARK - SOCIAL CENT	1452 W SUNRISE BLVD.	4323
PR	CARTER PARK -AQUATIC COMP	1450 W Sunrise Blvd.	8000
PR	COAST GUARD AUXILIARY	601 SEABREEZE BLVD.	2400
PR	COOLEY'S LANDING ADMIN/BA	450 SW 7th Ave.	1900
PR	COOLEY'S LANDING RESTROOM	450 SW 7th Ave.	612

City Facilities List

PR	CROISSANT PARK - COMM CTR	1800 SW 4th Ave.	5354
PR	ESPLANADE RESTROOM	400 SW 2nd St	2145
	Evergreen Cemetery	1300 SE 10th Ave	
PR	FLORANADA PARK - RESTROOM	5000 N.E. 14th Way	1300
PR	FLOYD HULL ELECTRICAL BLD	2800 SW 8TH AVE.	423
PR	FLOYD HULL FOOTBALL AND C	2800 SW 8TH AVE.	1600
PR	FLOYD HULL MADERA TYRELL	2800 SW 8TH AVE.	1273
PR	FLOYD HULL MORTON ACT. CT	2800 SW 8TH AVE.	6350
PR	FLOYD HULL PRESS/CONC E	2800 SW 8th Ave.	1983
PR	FLOYD HULL RESTRM/CONC W	2800 SW 8TH AVE.	1983
PR	FLOYD HULL STADIUM SKY BO	2800 SW 8TH AVE.	2010
	Fort Lauderdale Aquatics Center	501 Seabreeze Blvd	
PR	GEORGE ENGLISH PARK - REC	1101 Bayview Dr.	3149
PR	GEORGE ENGLISH PARK - STO	1101 Bayview Dr.	1020
PR	HARDY PARK - PUMP HOUSE	112 SW 7th St.	560
PR	HOLIDAY PARK - ACTIVITY C	700 N. FEDERAL HWY	22496
PR	HOLIDAY PARK - CONC PH 1	Holiday Park	2940
PR	HOLIDAY PARK - CONC PH 2	Holiday Park	2210
PR	HOLIDAY PARK - GYM & RANG	700 N. FEDERAL HWY	14500
PR	HOLIDAY PARK - PRESS BOX	700 N. Federal Hwy	1194
PR	HOLIDAY PARK - SOCIAL CEN	700 N. FEDERAL HWY	8299
PR	HOLIDAY PARK - TENNIS CEN	700 N. Federal Hwy	2200
PR	WAR MEMORIAL	800 NE 8TH ST.	39954
PR	HORTT COMMUNITY CENTER	1700 SW 14th Court	1989
	Las Olas Oceanside Park	3000 E Las Olas Blvd	
PR	LAUDERDALE MANORS POOL	1340 Chateau Park Dr	955
PR	LAUDERDALE MANORS REC	1340 Chateau Park Dr	4399
	Lauderdale Memorial Park Cemetery	2001 SW 4th Ave	
PR	MILLS POND PARK - REC OFF	2201 N.W. 9TH AVE.	4318
PR	MILLS POND PARK RESTROOM	2201 N.W. 9TH AVE.	1280
PR	OSSWALD OLD LIBRARY	2220 NW 21 Ave	6000
PR	OSSWALD PARK REC. CENTER	2220 NW 21 Ave	6000
PR	OSSWALD RESTROOM (EAST)	2220 NW 21 Ave	750
PR	OSSWALD RESTROOM (WEST)	2220 NW 21 Ave	750
PR	PALM AIRE VILLAGE PARK-	6401 21st Ave	1080
PR	PARKS COMP., BLDG. 1	220 SW 14TH AVE	2842

City Facilities List

PR	PARKS COMP., BLDG. 2	220 SW 14TH AVE	3231
PR	PARKS COMP., BLDG. 3, 4A	220 SW 14TH AVE	14400
PR	PARKS COMP., BLDG. 5, 7	220 SW 14TH AVE	1961
PR	PARKS COMP., PARKS & REC	220 SW 14TH AVE	6242
PR	RIVERLAND PARK ACTIVITY	950 SW 27 Ave	3380
PR	RIVERSIDE PARK ACTIVITY	555 SW 11 Ave	2047
PR	SNYDER PARK CALDWELL PAV	S.W. 4th Ave.	4898
PR	SNYDER PARK - OFFICE/ADMI	S.W. 4TH AVE.	2464
PR	SNYDER PARK SOUTHLAKE RR	S.W. 4th Ave.	100
PR	SNYDER PARK - TRAIN STA	S.W. 4th Ave.	1173
PR	SUNSET MEMORIAL ADMIN	3201 NW 19 St	2475
PR	WARFIELD PARK - REC CTR	1000 N Andrews	3750
PR	LAS OLAS OCEANSIDE PARK RESTROOM SUBSTATION	3000 E Las Olas Blvd	1938
PR	LAS OLAS OCEANSIDE PARK PUMP HOUSE	3000 E Las Olas Blvd	1321
PR	SOUTH SIDE SCHOOL	701 S Andrews Ave	11805
PR	SWIMMING HALL OF FAME EAST	1 Hall of Fame Dr, Fort Lauderdale, FL 33316	7893
PR	MANGURIAN PARK RESTROOM	3850 N Federal Hwy	100
PR	RIVERLAND PRESERVE MAIN HOUSE	2681 RIVERLAND ROAD	2695
PR	RIVERLAND PRESERVE PUMP HOUSE	2681 RIVERLAND ROAD	50
PR	RIVERLAND PRESERVE GUEST HOUSE	2681 RIVERLAND ROAD	977
PW	CENTRAL MAINTENANCE REAR	4250 N.W. 10TH AVE.	6300
PW	CENTRAL MAINTENANCE SHOP	4250 N.W. 10TH AVE.	13100
PW	DIXIE WELLFIELD GENERATOR	5050 WEST BROWARD BLVD	1280
PW	EXECUTIVE AIRPORT REPUMP	2020 Executive Airport Way	2000
PW	FIVEASH WTP - ADMIN	938 NW 38TH ST.	75382
PW	FIVEASH WTP - AMMONIA BLD	938 NW 38TH ST.	2500
PW	FIVEASH WTP - FP&L SUBSTA	938 NW 38TH ST.	1372
PW	FIVEASH WTP - FUEL STATIO	938 NW 38TH ST.	2100
PW	FIVEASH WTP - MAINTENANCE	938 NW 38TH ST.	2463
PW	FIVEASH WTP - MICROWAVE B	938 NW 38TH ST.	504
PW	G. T. L - ADMINISTRATION	1765 SE 18TH ST.	7530
PW	G. T. L - DEWATERING BLDG	1765 SE 18TH ST.	21150
PW	G. T. L - EFFLUENT BLDG.	1765 SE 18TH ST.	25225
PW	G. T. L - GENERATOR BLDG.	1765 SE 18TH ST.	1125

City Facilities List

PW	G. T. L - LOX PLANT	1765 SE 18TH ST.	2200
PW	G. T. L - MECHANICAL SHOP	1765 SE 18TH ST.	720
PW	G. T. L - PRETREATMENT BL	1765 SE 18TH ST.	39000
PW	G. T. L - SLUDGE PUMP HOU	1765 SE 18TH ST.	1600
PW	G. T. L - SLUDGE PUMP STA	1765 SE 18TH ST.	2160
PW	G. T. L - SLUDGE PUMP STA	1765 SE 18TH ST.	10520
PW	LAS OLAS REPUMP STATION	310 Lido Dr.	1800
PW	PARKS COMP., BLDG. 6, VEH	220 SW 14TH AVE	500
PW	PARKS COMP., ELEC. DIST	220 SW 14TH AVE	886
PW	PARKS COMP., FUEL	220 SW 14TH AVE	15768
PW	PARKS COMP., GARAGE, FLEE	220 SW 14TH AVE	35944
PW	PARKS COMP., VEHICLE WASH	220 SW 14TH AVE	1000
PW	PEELE DIXIE MTP ADMN/MEMB	1500 South St. Rd 7	27173
PW	PEELE DIXIE MTP CHEMICAL	1500 South St. Rd 7	5079
PW	PEELE DIXIE MTP GENERATOR	1500 South St. Rd 7	1608
PW	PEELE DIXIE WTP - FPL	1500 South St. Rd. 7	859
PW	PEELE DIXIE WTP - LIME	1500 South St. Rd. 7	6840
PW	POINCIANA PARK PUMP HOUSE	401 S.E. 21st St.	2405
PW	PROSPECT WELL GEN E	3501 W PROSPECT RD	2080
PW	PROSPECT WELL GEN W	3501 W PROSPECT RD	852
PW	PUBLIC WORKS ADMIN BLDG.	938 NW 38TH ST.	24588
RISK	TRASH TRANSFER OFFICE	2001 NW 6TH ST.	12625
PW	TRASH TRANSFER REPUMP	2001 NW 6TH ST.	3600
T&M	ARTS & SCIENCE PARKING	101 SW 5TH AVENUE	295920
T&M	CITY HALL GARAGE	100 N. ANDREWS AVE.	456192
T&M	CITY PARK MALL - GARAGE	100 SE 1 AVENUE	1000000
T&M	CITY PARK MALL - SHOPS	100 SE 1 AVENUE	25500
T&M	PARKING ADMINISTRATION	290 NE 3RD AVE.	14449
T&M	LAS OLAS GARAGE	240 E Las Olas Circle	251100
	Woodlawn Cemetery	1936 NW 9th St	

Revised City Facilities List

Department	Building Name	Address	Sq. Ft.
	<u>Annie Beck House</u>	<u>1329 NE 7th Ave</u>	
DSD	BUILDING SERVICES CENTER	700 N.W. 19th Ave.	43000
FIRE	FIRE PREVENTION BUREAU	2002 N.E. 16th St.	4100
FIRE	FIRE STATION / ADMIN/NO 2	528 N.W.2ND ST.	30900
FIRE	FIRE STATION NO. 8	1717 SW 1st Ave	
FIRE	FIRE STATION NO. 13	2871 E SUNRISE BLVD.	6100
FIRE	FIRE STATION NO. 29	2002 N.E. 16th St.	10291
FIRE	FIRE STATION NO. 3	2801 S.W. 4th Ave	8742
FIRE	FIRE STATION NO. 35	1969 E Commercial Blvd.	12207
FIRE	FIRE STATION NO. 46	1515 NW 19th St	10817
FIRE	FIRE STATION NO. 47	1000 SW 27 Ave	15391
FIRE	FIRE STATION NO. 49	1015 Seabreeze Blvd.	12170
FIRE	FIRE STATION NO. 53	2200 EXECUTIVE AIRPORT WAY	27310
FIRE	FIRE STATION NO. 54	3211 NE 32ND ST	10064
FXE	EXECUTIVE AIRPORT ADMIN	6000 NW 21st Ave	10000
FXE	EXECUTIVE AIRPORT ELECT	5550 NW 23rd Ave	791
FXE	EXECUTIVE AIRPORT MAINT	5505 E Perimeter Road	1656
FXE	EXECUTIVE AIRPORT NEW MAI	2020 Executive Airport Way	7745
IT	RECORDS CENTER - PRINT	401 S.E. 21ST ST.	2735
POLICE	POLICE HARBOR PATROL/RR	1784 SE 15th St.	1478
POLICE	POLICE HORSE BARN	700 N. Federal Hwy	6010
PR	BASS PARK - POOL HOUSE	2750 N.W. 19TH ST.	1684
PR	BASS PARK - REC. CENTER	2750 N.W. 19th St.	2442
PR	BAYVIEW PARK - CONCESSION	4400 Bayview Dr.	1600
PR	BEACH COMMUNITY CENTER	3351 N.E. 33rd Ave.	12573
PR	BEACH RESTROOM	640 Seabreeze Blvd	1290
PR	CARTER PARK - ANNEX/LIB	1450 W SUNRISE BLVD.	1818
PR	CARTER PARK - CONCESSION	1450 W Sunrise Blvd.	2800
PR	CARTER PARK - GYM	1452 W SUNRISE BLVD.	13139
PR	CARTER PARK - POOL OFFICE	1452 W Sunrise Blvd.	423
PR	CARTER PARK - RECREATION	1450 W SUNRISE BLVD.	2140
PR	CARTER PARK -AQUATIC COMP	1450 W Sunrise Blvd.	8000
PR	COAST GUARD AUXILIARY	601 SEABREEZE BLVD.	2400
PR	COOLEY'S LANDING ADMIN/BA	450 SW 7th Ave.	1900
PR	COOLEY'S LANDING RESTROOM	450 SW 7th Ave.	612
PR	CROISSANT PARK - COMM CTR	1800 SW 4th Ave.	5354
PR	ESPLANADE RESTROOM	400 SW 2nd St	2145
	<u>Evergreen Cemetery</u>	<u>1300 SE 10th Ave</u>	
PR	FLORANADA PARK - RESTROOM	5000 N.E. 14th Way	1300

Revised City Facilities List

PR	FLOYD HULL ELECTRICAL BLD	2800 SW 8TH AVE.	423
PR	FLOYD HULL FOOTBALL AND C	2800 SW 8TH AVE.	1600
PR	FLOYD HULL MADERA TYRELL	2800 SW 8TH AVE.	1273
PR	FLOYD HULL STADIUM SKY BO	2800 SW 8TH AVE.	2010
	<u>Fort Lauderdale Aquatics Center</u>	<u>501 Seabreeze Blvd</u>	
PR	GEORGE ENGLISH PARK - REC	1101 Bayview Dr.	3149
PR	GEORGE ENGLISH PARK - STO	1101 Bayview Dr.	1020
PR	HARDY PARK - PUMP HOUSE	112 SW 7th St.	560
PR	HOLIDAY PARK - ACTIVITY C	700 N. FEDERAL HWY	22496
PR	HOLIDAY PARK - CONC PH 1	Holiday Park	2940
PR	HOLIDAY PARK - CONC PH 2	Holiday Park	2210
PR	HOLIDAY PARK - GYM & RANG	700 N. FEDERAL HWY	14500
PR	HOLIDAY PARK - PRESS BOX	700 N. Federal Hwy	1194
PR	HOLIDAY PARK - SOCIAL CEN	700 N. FEDERAL HWY	8299
PR	HOLIDAY PARK - TENNIS CEN	700 N. Federal Hwy	2200
PR	HORTT COMMUNITY CENTER	1700 SW 14th Court	1989
	<u>Las Olas Oceanside Park</u>	<u>3000 E Las Olas Blvd</u>	
PR	LAUDERDALE MANORS POOL	1340 Chateau Park Dr	955
PR	LAUDERDALE MANORS REC	1340 Chateau Park Dr	4399
	<u>Lauderdale Memorial Park Cemetery</u>	<u>2001 SW 4th Ave</u>	
PR	MILLS POND PARK - REC OFF	2201 N.W. 9TH AVE.	4318
PR	MILLS POND PARK RESTROOM	2201 N.W. 9TH AVE.	1280
PR	OSSWALD OLD LIBRARY	2220 NW 21 Ave	6000
PR	OSSWALD PARK REC. CENTER	2220 NW 21 Ave	6000
PR	OSSWALD RESTROOM (EAST)	2220 NW 21 Ave	750
PR	OSSWALD RESTROOM (WEST)	2220 NW 21 Ave	750
PR	PALM AIRE VILLAGE PARK-	6401 21st Ave	1080
PR	PARKS COMP., BLDG. 1	220 SW 14TH AVE	2842
PR	PARKS COMP., BLDG. 2	220 SW 14TH AVE	3231
PR	PARKS COMP., BLDG. 3, 4A	220 SW 14TH AVE	14400
PR	PARKS COMP., BLDG. 5, 7	220 SW 14TH AVE	1961
PR	PARKS COMP., PARKS & REC	220 SW 14TH AVE	6242
PR	RIVERLAND PARK ACTIVITY	950 SW 27 Ave	3380
PR	RIVERSIDE PARK ACTIVITY	555 SW 11 Ave	2047
PR	SNYDER PARK CALDWELL PAV	S.W. 4th Ave.	4898
PR	SNYDER PARK - OFFICE/ADMI	S.W. 4TH AVE.	2464
PR	SNYDER PARK SOUTHLAKE RR	S.W. 4th Ave.	100
PR	SNYDER PARK - TRAIN STA	S.W. 4th Ave.	1173
PR	SUNSET MEMORIAL ADMIN	3201 NW 19 St	2475
PR	WARFIELD PARK - REC CTR	1000 N Andrews	3750

Revised City Facilities List

PR	LAS OLAS OCEANSIDE PARK RESTROOM SUBSTATION	3000 E Las Olas Blvd	1938
PR	LAS OLAS OCEANSIDE PARK PUMP HOUSE	3000 E Las Olas Blvd	1321
PR	SOUTH SIDE SCHOOL	701 S Andrews Ave	11805
PR	SWIMMING HALL OF FAME EAST	1 Hall of Fame Dr, Fort Lauderdale, FL 33316	7893
PR	MANGURIAN PARK RESTROOM	3850 N Federal Hwy	100
PR	RIVERLAND PRESERVE MAIN HOUSE	2681 RIVERLAND ROAD	2695
PR	RIVERLAND PRESERVE PUMP HOUSE	2681 RIVERLAND ROAD	50
PR	RIVERLAND PRESERVE GUEST HOUSE	2681 RIVERLAND ROAD	977
PW	CENTRAL MAINTENANCE REAR	4250 N.W. 10TH AVE.	6300
PW	CENTRAL MAINTENANCE SHOP	4250 N.W. 10TH AVE.	13100
PW	DIXIE WELLFIELD GENERATOR	5050 WEST BROWARD BLVD	1280
PW	EXECUTIVE AIRPORT REPUMP	2020 Executive Airport Way	2000
PW	FIVEASH WTP - ADMIN	938 NW 38TH ST.	75382
PW	FIVEASH WTP - AMMONIA BLD	938 NW 38TH ST.	2500
PW	FIVEASH WTP - FP&L SUBSTA	938 NW 38TH ST.	1372
PW	FIVEASH WTP - FUEL STATIO	938 NW 38TH ST.	2100
PW	FIVEASH WTP - MAINTENANCE	938 NW 38TH ST.	2463
PW	FIVEASH WTP - MICROWAVE B	938 NW 38TH ST.	504
PW	G. T. L - ADMINISTRATION	1765 SE 18TH ST.	7530
PW	G. T. L - DEWATERING BLDG	1765 SE 18TH ST.	21150
PW	G. T. L - EFFLUENT BLDG.	1765 SE 18TH ST.	25225
PW	G. T. L - GENERATOR BLDG.	1765 SE 18TH ST.	1125
PW	G. T. L - LOX PLANT	1765 SE 18TH ST.	2200
PW	G. T. L - MECHANICAL SHOP	1765 SE 18TH ST.	720
PW	G. T. L - PRETREATMENT BL	1765 SE 18TH ST.	39000
PW	G. T. L - SLUDGE PUMP HOU	1765 SE 18TH ST.	1600
PW	G. T. L - SLUDGE PUMP STA	1765 SE 18TH ST.	2160
PW	G. T. L - SLUDGE PUMP STA	1765 SE 18TH ST.	10520
PW	LAS OLAS REPUMP STATION	310 Lido Dr.	1800
PW	PARKS COMP., BLDG. 6, VEH	220 SW 14TH AVE	500
PW	PARKS COMP., ELEC. DIST	220 SW 14TH AVE	886
PW	PARKS COMP., FUEL	220 SW 14TH AVE	15768
PW	PARKS COMP., GARAGE, FLEE	220 SW 14TH AVE	35944

Revised City Facilities List

PW	PARKS COMP., VEHICLE WASH	220 SW 14TH AVE	1000
PW	PEELE DIXIE MTP ADMN/MEMB	1500 South St. Rd 7	27173
PW	PEELE DIXIE MTP CHEMICAL	1500 South St. Rd 7	5079
PW	PEELE DIXIE MTP GENERATOR	1500 South St. Rd 7	1608
PW	PEELE DIXIE WTP - FPL	1500 South St. Rd. 7	859
PW	PEELE DIXIE WTP - LIME	1500 South St. Rd. 7	6840
PW	POINCIANA PARK PUMP HOUSE	401 S.E. 21st St.	2405
PW	PROSPECT WELL GEN E	3501 W PROSPECT RD	2080
PW	PROSPECT WELL GEN W	3501 W PROSPECT RD	852
PW	PUBLIC WORKS ADMIN BLDG.	938 NW 38TH ST.	24588
RISK	TRASH TRANSFER OFFICE	2001 NW 6TH ST.	12625
PW	TRASH TRANSFER REPUMP	2001 NW 6TH ST.	3600
T&M	ARTS & SCIENCE PARKING	101 SW 5TH AVENUE	295920
T&M	CITY HALL GARAGE	100 N. ANDREWS AVE.	456192
T&M	CITY PARK MALL - GARAGE	100 SE 1 AVENUE	1000000
T&M	CITY PARK MALL - SHOPS	100 SE 1 AVENUE	25500
T&M	PARKING ADMINISTRATION	290 NE 3RD AVE.	14449
T&M	LAS OLAS GARAGE	240 E Las Olas Circle	251100
	<u>Woodlawn Cemetery</u>	<u>1936 NW 9th St</u>	



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Print Name and Title

Date



CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

_____ MasterCard

_____ Visa

Company Name

Name (Printed)

Signature

Title

Date



LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1) _____ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (2) _____ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (3) _____ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (4) _____ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (5) _____ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (6) _____ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.
Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

Business Name

(2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

Business Name

(3) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(4) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

(5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: _____

Project Description: _____

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. 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. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: _____ Title: _____ Entity: _____

Signature: _____ Date: _____

NOTARY PUBLIC ACKNOWLEDGEMENT SECTION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

(Notary Seal)

Print Name: _____

My commission expires: _____

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the [City's on-line strategic sourcing platform](#) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) _____ EIN (Optional): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ FAX No.: _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): _____

Total Bid Discount (**section 1.05 of General Conditions**): _____

Check box if your firm qualifies for DBE (**section 1.09 of General Conditions**): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title



REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name: _____
Address: _____
Contact Person: _____
Title: _____
Phone #: _____
Email: _____
Contract Value: _____
Year(s): _____
Description: _____

Company Name: _____
Address: _____
Contact Person: _____
Title: _____
Phone #: _____
Email: _____
Contract Value: _____
Year(s): _____
Description: _____

Company Name: _____
Address: _____
Contact Person: _____
Title: _____
Phone #: _____
Email: _____
Contract Value: _____
Year(s): _____
Description: _____

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and

procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2023), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.
1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 PUBLIC RECORDS:**

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'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. 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 cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, 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.

Executive Summary Report

Of

Event: 243-5 - Facilities Condition Assessment

Buyer: HEATHER ROSE

Date Range: 03/28/2024 05:00:00 PM - 05/01/2024
02:00:00 PM

Suppliers Notified: 48

Notified Suppliers 1
Responding:

All Suppliers 2
Responding:

Suppliers Responding

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachment Exists
Terracon Consultants, Inc.	Staci Bolinger	(954) 741 8282	Staci.Bolinger@terracon.com	Fort Lauderdale	FL	0.00	0.00	No
Roth IAMS LLC	William Roth	7272479419	proposal@rothiams.com	St Petersburg	FL	468,378.00	0.00	Yes

Event Lines And Responses

continued...

Item	Description	Unit of Measure	Quantity
COND. ASSESSMENT W/ GEODATABASE-	Total project cost for a complete facilities condition assessment with Geodatabase. Proposer agrees to supply the products and services at this cost, in accordance with the terms, conditions and specifications contained in this RFP. Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted. Contractor must also include in its proposal, a breakdown of the total project cost (including but not limited to labor, equipment, materials, and parts).	JA	1.0000

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
Terracon Consultants, Inc.	0.0000	JA	0.00000000	0.00
Roth IAMS LLC	1.0000	JA	468,378.00000000	0.00

Header Questions And Responses

QUESTION

Did you complete the attached required documents and attach?

Question Responses

Supplier	Response	Has Attachment
Roth IAMS LLC	Yes-Attached herein are all required forms with signatures. Some forms had field restrictions, some required a Digital ID and others did not; formats are unable to be combined. We uploaded the Digital ID versions under the Response Attachments tab.	Yes

continued...

QUESTION

Did you attach your proposal in accordance with the requirements of this RFP and Section 4.2, Contents of the Proposal

Question Responses

Supplier	Response	Has Attachment
Roth IAMS LLC	Yes-Yes, Roth IAMS proposal is attached.	Yes

Contacts

Name	Email
HEATHER ROSE	hrose@fortlauderdale.gov

Q And A

Supplier	Question	Answer
BEA Architects, Inc.	Is the City looking for an Engineer, Architect, or a Contractor to be the prime?	There is no preference.
BEA Architects, Inc.	Item 4.2.4 Approach to Scope of Work states that as a part of the response, a design plan and diagram(s) shall be presented to the City for Approval. Can you please clarify what kind of design plan and diagrams is the City referring to?	The City would like to see a plan of how the final layout will look and how the program used will operate with previous examples of similar type work.
BEA Architects, Inc.	see attached the question as the Field Question had a limited number of characters	The Notice to proceed clock will start as soon as the PO is received by the vendor and acknowledged by the City representative (contract Administrator). The vendor is required to give us their estimates on delivery milestones as specified in section 4.2.4.
Terracon Consultants, Inc.	What firms have provided FCA services for the City for similar contracts?	Applied Management Engineering, Inc.

continued...

Supplier	Question	Answer
Terracon Consultants, Inc.	4.2.8 Required Forms were not included in the solicitation package. Where can we obtain them?	Please refer to the Questions tab of the RFP. There, you will find the Required Documents attached.
Brightly Software, Inc.	Which asset management system does the City intend to connect with the collected data in Esri?	Currently RecTrac/MainTrac; Qalert; and SeeClickfix Inc.
Brightly Software, Inc.	Is the City interested in asset management system recommendations as part of the project?	Yes, were open for discussions on other software available.
Brightly Software, Inc.	Can you provide a list of vendors that attended the pre-proposal conference on April 3rd?	No vendors attended.
Roth IAMS LLC	Please provide the following forms: This form is to be completed, if applicable, and inserted in this section. F. Contract Payment Method This form must be completed and returned with your proposal. J. Active Status Page from Division of C	Please review the Questions tab of the RFP for the Required Documents (this packet includes the contract payment form). Proof of your company's active registration with Sunbiz / Division of Corporation is also required. Please submit a copy of the status page from Sunbiz / the Division of Corporation.
Roth IAMS LLC	With regards to the adjustments and alteration to the maintenance policies and procedures (Pg 16 of 28 of the RFP), is it the City's intention that the successful proponent conduct a review of the City's maintenance processes as part of the FCA?	No. The assessment should provide maintenance guidelines for the facilities assessed based on a 10-year forecast which includes routine maintenance and repairs for all components.
Roth IAMS LLC	3.Architectural renderings and maps (Pg 16 of 28) are not typically included in an FCA report. Can the City please clarify the expectations for these two items?	The renderings and maps are to be used if required to provide supportive documentation based on the recommendations the vendor proposes. Any supportive documentation for recommendations would be welcome.
Roth IAMS LLC	4.Can the City please provide an estimate of the number of in-person meetings the successful vendor will be expected to attend?	At least 4 but more may be required (Kick-off mtg; Final hand over; 60% completion review;100% review before hand over).
Roth IAMS LLC	Is the City looking for an ASHRAE Level 1 or 2 Energy Audit or just narrative comments regarding potential energy savings and/or sustainability improvements?	Just narrative comments.
Roth IAMS LLC	Is the City looking for a detailed list of industry-standard Preventative Maintenance tasks (Section 3.1.7) for each type of equipment observed during the FCA? If not, can you please provide additional details on the desired scope?	No, the schedule doesn't have to be detailed, it should be high level with timelines (Intervals) on when the maintenance should be performed.

continued...

Supplier	Question	Answer
Roth IAMS LLC	As it is unknown where infrared imaging or drone assessments (3.1.12.2) would be warranted, how does the City wish bidders to provide costs for these services? Would a contingency allowance, outside of the evaluated fee be acceptable?	The cost should be listed as per each drone assessment.
Roth IAMS LLC	Is the City looking for each facility to be geolocated (3.1.12.3) or to have interior geo-location of building elements within the facility itself? Can the City provide a list of the appropriate data that they are looking to secure relative to ge	Every facility should have geolocation coordinates; a small subset (no more than 25 sites) will require geo-location of building elements with the expected subcomponents laid out within the RFQ (mechanical rooms, electrical rooms, offices, stairwells, elevators, entrance/egress points, HVAC systems, plumbing systems, electrical systems, access controls, playgrounds, fields, courts, towers, etc).
Roth IAMS LLC	Does the City currently have an ESRI license (3.1.12.3)? Will the successful proponent be given access to the City's license or is the expectation that the vendor secures it's own license?	The City has its own license; however, the vendor will be expected to secure its own.
Roth IAMS LLC	With regards to identification of Hazardous Materials, is the City looking for narrative observation of readily visible potential items of concern, or a more detailed, intrusive assessment, including sampling of suspected materials?	No, Section 3.1.12.2 States that hazardous locations are not expected to be assessed.
Roth IAMS LLC	Can the City provide details by property/location of the exterior site components, specifically, playgrounds, sports field, artificial turf, sport lighting, etc. as outlined in 3.1.13.10?	The majority of the site locations have been attached to the RFP as an exhibit.
Roth IAMS LLC	Section 3.3 - The report structure outlined in this section appears to be aligned more with the design process, as opposed to an FCA. Submitting a 50% FCA report, would provide detailed information on a portion of the element assessed. Would th	The milestones would be percentages of the complete package. Please clarify this question if more information is required.

continued...

Supplier	Question	Answer
Roth IAMS LLC	Section 3.3.4 - Can the City please provide details of the potential indoor mapping required? It is impossible to provide an estimated fee to complete this work without more details of the specific expectation.	Required indoor mapping will be limited to approximately 25 locations totaling less than 20% of total inventory square footage or a maximum of 475,000 sq ft...per response to Q18: city will provide CAD drawings when available; however, field verification of data is expected. Field mapping is expected for locations w/o CAD available CAD data. Alternately vendor has the option to create CAD drawings provided they meet the layer requirements and drawing requirements outlined and needed for Arc Indoors: reference link: Prepare CAD for ArcGIS Indoors—ArcGIS Pro Documentation or https://pro.arcgis.com/en/pro-app/latest/help/data/indoors/cad-floor-plan-drawings.htm
Roth IAMS LLC	Section 3.3.4 - Is a database that provide a geolocation of each facility/building sufficient to meet the City's needs?	Yes, for most sites; a small subset (approx. 25 locations) may require added indoor mapping.
Roth IAMS LLC	Section 3.5-As per ASTM standard, Facility Condition Assessments do not require professional licensure. As such, can you remove the statement "KEY PERSONNEL The personnel shall have the necessary experience and licenses to perform the required work"	This doesn't apply just to a specific license in a discipline, but the company must prove that the personnel performing the work has "experience" performing this type of work as described in Section 3.6 and 2.17
Roth IAMS LLC	4.2.3 - As our firm has completed hundreds of FCA projects over the last five years, can the City confirm that it required details of each and every one of these projects as part of the response.	Section 2.17 and 4.2.3 require that at least one (1) prior project is similar to the size and complexity to the City of Fort Lauderdale.
Roth IAMS LLC	In Section 4.2.4 "As a part of the response, a design plan and diagram(s) shall be presented to the City for approval." Design is not part of an FCA. Can this part of the scope be removed?	No. The City would like to see how the proposer will layout the entire project.
Roth IAMS LLC	"Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein." a.What type of proof is the City looking for? E.g. Witnessing of signature?	Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity.
Roth IAMS LLC	Please also see file attached for our questions document.	Received.

continued...

Supplier	Question	Answer
Terracon Consultants, Inc.	What data does the city have to represent the location and geometry of assets that should be incorporated into the project geodatabase? What format are these data?	CAD data may be available for some locations; City expects vendor to field verify data and to field map those locations where CAD data is unavailable. Alternately, vendor has the option to create CAD drawings provided they meet the layer requirements and drawing requirements outlined and needed for Arc Indoors: reference link: Prepare CAD for ArcGIS Indoors—ArcGIS Pro Documentation or https://pro.arcgis.com/en/pro-app/latest/help/data/indoors/cad-floor-plan-drawings.htm
Terracon Consultants, Inc.	2.19 Local Business Preference What are the points provided for Local Business preference?	Please refer to the Required Documents, LOCAL BUSINESS PREFERENCE.
Terracon Consultants, Inc.	2.20 Disadvantaged Business Enterprise Preference What are the points provided for DVBE preference?	Please refer to the Required Documents, DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE.
Terracon Consultants, Inc.	Please see questions in attached document regarding 3.1 Scope & 3.1.12 Initial Assessment.	This is in response to the question on how many meetings are anticipated to discuss design requirements for the geodatabase? A. Dependent on vendor need; a minimum of 2 meetings specific to the geodatabase will be required by City.
Terracon Consultants, Inc.	What fees were accrued for similar FCA contracts that were awarded to Applied Management Engineering, Inc.?	\$188,069
Terracon Consultants, Inc.	Q&A Forum - we are unable to see the Q&A in their entirety. Please see attached screenshot as an example. Can you please tell me how I can access the full text? Can the City provide them in an attachment once the Q&A period has ended?	Please see attached steps to see full Q&A text.
Terracon Consultants, Inc.	2.19 Local Business Preference - under which Weighted Criteria (5.2.2) does 2.19 fall? And what percentage will be allotted?	Please refer to Section 5.2.2 for the Weighted Criteria (Local Business does not apply to Section 5.2.2).
Terracon Consultants, Inc.	2.20 Disadvantaged Business Enterprise Preference - under which Weighted Criteria (5.2.2) does 2.20 fall? And what percentage will be allotted?	Please refer to Section 5.2.2 for the Weighted Criteria (Disadvantaged Business Enterprise does not apply to Section 5.2.2).
Terracon Consultants, Inc.	With regards to the previous FCA work provided by Applied Management Engineering, how many buildings were included? Did it include the same number of buildings are the current scope of work for this contract?	130 facilities comprising 2,881,088 gross sq ft. was included w/in the scope of prior FCA.

continued...

Supplier	Question	Answer
Roth IAMS LLC	Two Amendments have been issued. Do we need to acknowledge Addenda in the Proposal Certification form? Do we need to acknowledge all Questions & Answers?	Please see Addendum issued today.
Roth IAMS LLC	Q 12 part 1: Section 3.3 - The report structure outlined in this section appears to be aligned more with the design process, as opposed to an FCA. Submitting a 50% FCA report, would provide detailed information on a portion of the element assessed.	Please see Addendum issued today.
Roth IAMS LLC	Q 12 part 2: Would the City accept a draft report submission that provided findings and recommendations for all elements observed as opposed to a partial report?	Please see Addendum issued today.
Roth IAMS LLC	RFP Section II, Item 2.5 notes clearly that pricing is to be identified on the 'Cost Proposal Page'. This page is not found in the RFP, can you provide this?	Please see Addendum issued today.
Roth IAMS LLC	In the 'Event Line Responses' tab of the submission, what all is expected to be filled in Line 1? Is this where we enter pricing?	Please see Addendum issued today.
Roth IAMS LLC	In the 'Event Line Responses' tab of the submission, Line 1 - Why is pricing broken down by unit price and quantity? What is expected here?	Please see Addendum issued today.
Roth IAMS LLC	In the 'Event Line Responses' tab of the submission, Line 1 - the unit of measure is noted as "JA", and cannot be changed. Please define JA, and clarify fee expectations.	Please see Addendum issued today.



ADDENDUM

RFP No. 243

TITLE: Facilities Condition Assessment

ISSUED: 4/23/2024

This addendum is being issued to answer questions posted during the Q & A period. All other terms, conditions, and specifications remain unchanged.

1. Two Amendments have been issued. Do we need to acknowledge Addenda in the Proposal Certification form? Do we need to acknowledge all Questions & Answers?

Answer – Yes, please acknowledge all four issued on the proposal certification form (three previous amendments and this addendum).

2. Q 12 part 1: Section 3.3 – The report structure outlined in this section appears to be aligned more with the design process, as opposed to an FCA. Submitting a 50% FCA report, would provide detailed information on a portion of the element assessed.

Answer - No question was detected. An answer is not available for this statement.

3. Q 12 part 2: Would the City accept a draft report submission that provided findings and recommendations for all elements observed as opposed to a partial report?

Answer - Each report must follow the percentage guidelines Section of 3.3.

4. RFP Section II, Item 2.5 notes clearly that pricing is to be identified on the ‘Cost Proposal Page’. This page is not found in the RFP, can you provide this?

Answer – Please disregard the reference to the ‘cost proposal page’. The price must be submitted online, using the strategic sourcing platform unit price field. Please also see Q&A below.

5. In the ‘Event Line Responses’ tab of the submission, what all is expected to be filled in Line 1? Is this where we enter pricing?

Answer – Yes. Please also see Q&A above.



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6. In the 'Event Line Responses' tab of the submission, Line 1 – Why is pricing broken down by unit price and quantity? What is expected here?

Answer – Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted. Please also see Q & A for numbers 4 and 5.

7. In the 'Event Line Responses' tab of the submission, Line 1 – the unit of measure is noted as "JA", and cannot be changed. Please define JA, and clarify fee expectations.

Answer – The unit of measure 'JA' is defined as Job. Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

STEP 1. Open Event > select Respond Now

Event 243-3 Summary

Facilities Condition Assessment

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide a facilities condition assessment for the City's Facilities Division, Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The proposing firm shall include in their proposal, a list of all facility condition assessments completed for other governmental entities in the past five (5) years and a detailed description of the completed assessments. IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR

Response Progress

Respond Now

Question Responses
0 of 2

Event Lines
0 of 1

Contacts

HEATHER ROSE
Primary

Attachments

General Conditions

Exhibit A - Facilities List
Please see attached list of City facilities. The City ...

RFP Specifications

Revised Exhibit A - Revised City Facilities List

STEP 2. Select View Event Details

Event # 243-3

Event Response

Event Line Responses

Question Responses

Response Attachments

Submit Response

Event Response

Read the Terms and Conditions for this event.

☐ I accept the terms and conditions for this event and confirm that I am authorized to accept these terms and conditions and submit bids for my company

[View Event Details](#) [View Attachments](#)

No Bid Selection

☐ I do not want to bid on this event

STEP 3. Select Q and A Forum

The screenshot shows the 'Event Summary / Supplier Portal' interface. On the left sidebar, the 'Q And A Forum' option is highlighted with a red circle. The main content area displays a table of 'Questions and Answers' with columns for 'Date Received', 'Answer Post Date', and 'Question'. The table contains several entries with dates ranging from 3/29/2024 to 4/5/2024. The 'Q And A Forum' option in the sidebar is highlighted with a red circle.

STEP 4. Select the 3 dots on the Questions and Answers card > select Options > select Print To PDF > Print

The screenshot shows the 'Event Summary / Supplier Portal' interface. The 'Q And A Forum' option in the sidebar is highlighted with a red circle. The main content area displays a table of 'Questions and Answers'. The 'Ask a Question' button in the top right corner is highlighted with a red circle. The 'Print To PDF' option in the dropdown menu is highlighted with a red circle. The 'Options' button in the dropdown menu is also highlighted with a red circle.

Amendments To This Event (5,000 row record limit)

Version Number	Version Date	Comment
1	04/11/2024 04:35:26 PM	This Amendment extended the Q & A period to 4/16/2024 at 5 p.m. All other terms and conditions remain the same.
2	04/12/2024 04:37:17 PM	This Amendment revised the list of City facilities. Proposers are to disregard Exhibit A - Facilities List. Proposers are now to refer to the Revised Exhibit A - Revised City Facilities List. All other terms and conditions remain the same.
3	04/16/2024 01:40:42 PM	The Amendment extended the Q & A closing date to 4/18/2024 at 5 p.m. All other terms and conditions remain the same.
4	04/23/2024 03:12:35 PM	This change is being issued to answer questions posted during the Q & A period. All other terms, conditions, and specifications remain unchanged.
5	04/29/2024 01:46:48 PM	This Amendment extended the closing date to 5/1/2024 at 2 p.m. All other terms and conditions remain the same.