



Event # 146-3

Name: Urban Forestry Master Plan for the City of Fort Lauderdale

Description: The purpose of this Request for Proposal is to solicit proposals from various consultants/firms who will be able to deliver a comprehensive Urban Forestry Master Plan coordinated with City staff and an engaged citizenry.

Buyer: Platkin, Laurie

Status: Open

Event Type: RFP

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 3

Display Bid Tabulation: Display When Event Awarded And Closed

Event Dates

Preview:

Q & A Open: 09/19/2023 03:00:00 PM

Open: 09/19/2023 02:00:00 PM

Q & A Close: 10/06/2023 05:00:00 PM

Close: 10/24/2023 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Did you review, sign, and or provide the required forms?	Yes No	Required Forms.pdf
Did you review and sign Addendum 2?	Yes No	Addendum 2.pdf

Attachments

Name	Description	Attachment
Event 146 - Solicitation	Solicitation Document	Event 146 - Urban Forestry Master Plan - Release.pdf
General Conditions		1. General Conditions - Rev 08-2023.pdf

Event # 146-3: Urban Forestry Master Plan for the City of Fort Lauderdale

Contacts

Name	Email Address
Laurie Platkin	LPlatkin@fortlauderdale.gov

Comments

Title	Type	Comment
Answers to Dialog Questions	Event	<p>Q1: The dialog message is: Will a tree inventory need to be performed?</p> <p>A1: Not within the Scope of Work for this RFP.</p> <p>Q2: The dialog message is: Will the City consider extending the deadline for proposal submission?</p> <p>A2: Yes - extension granted. New Close date is 10/17/23 at 2 pm Eastern Time.</p> <p>Q3: Can the City please clarify the anticipated project duration? Section 2.35 references two years, while Section 3.5.1.E references 18 months from NTP.</p> <p>A3: The expected project duration is 18 months. The extra time is for the unexpected and only if approved by the City.</p>

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Title	Type	Comment
Extending Close Date	Event	<p>Addendum 1 - Previously Extended End Date from 10/11/23 at 2 pm to 10/17/23 at 2 pm.</p> <p>Addendum 2 - Posted SOW Changes - Proposer must review sign.</p> <p>Addendum 3 - Extending End Date from 10/17/23 at 2 pm to 10/24/23 at 2 pm.</p>

Commodity Codes

Commodity Code	Description
918-43	Environmental Consulting

Line Details

Line 1: Task 1 - Project Management

Description: Task 1 - Project Management

Item: TASK 1 - PROJECT MANAGEMENT Task 1 - Project Management

Commodity Code: 918-43 Environmental Consulting

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: PROJECT MANAGEMENT

Quantity: 1.0000

Unit of Measure: DO

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

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Line 2: Task 2 - Plan Research/Data Analysis

Description: Task 2 - Plan Research/Data Analysis

Item: TASK 2 - PLAN RESEARCH/DATA ANAL Task 2 - Plan Research/Data Analysis

Commodity Code: 918-43 Environmental Consulting

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: TASK 2 - PLAN RESEARCH/DATA ANALYSIS

Quantity: 1.0000

Unit of Measure: DO

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 3: Task 3 - Meetings and Stakeholder Input

Description: Task 3 - Meetings and Stakeholder Input

Item: TASK 3 - MEETINGS AND STAKEHO Task 3 - Meetings and Stakeholder Input

Commodity Code: 918-43 Environmental Consulting

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: TASK 3 - MEETINGS AND STAKEHOLDER INPUT

Quantity: 1.0000

Unit of Measure: DO

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 4: Task 4 - Recommendation Development

Description: Task 4 - Recommendation Development

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Item: TASK 4 - RECOMMENDATION DEVELOPM Task 4 - Recommendation Development

Commodity Code: 918-43 Environmental Consulting

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: TASK 4 - RECOMMENDATION DEVELOPMENT

Quantity: 1.0000

Unit of Measure: DO

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 5: Task 5 - Draft Urban Forestry Master Plan

Description: Task 5 - Draft Urban Forestry Master Plan

Item: TASK 5 - DRAFT URBAN FORESTRY MA Task 5 - Draft Urban Forestry Master Plan

Commodity Code: 918-43 Environmental Consulting

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: TASK 5 - DRAFT URBAN FORESTRY MASTER PLAN

Quantity: 1.0000

Unit of Measure: DO

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 6: Task 6 - Final Urban Forestry Master Plan

Description: Task 6 - Final Urban Forestry Master Plan

Item: TASK 6 - FINAL URBAN FORESTRY MA Task 6 - Final Urban Forestry Master Plan

Commodity Code: 918-43 Environmental Consulting

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: TASK 6 - FINAL URBAN FORESTRY MASTER PLAN

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Quantity: 1.0000

Unit of Measure: DO

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 7: ADDITIONAL

Description: Any other items not included in Tasks 1-6. (Provide a line-item breakdown on separate sheet)

Item: ADDITIONAL ADDITIONAL

Commodity Code: 918-43 Environmental Consulting

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: ADDITIONAL

Quantity: 1.0000

Unit of Measure: DO

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 prepare an Urban Forestry Master Plan for the City, 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 Laurie Platkin at (954) 828-5138 or email at lplatkin@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 and Site Visit

There will not be a pre- bid/proposal conference or site visit for this Request for Proposal.

It will be 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. 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 Proposers 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

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made

within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

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 providing consulting services including preparing urban forestry master plans 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 preparing urban forestry master plans for local governments Project manager assigned to the work must have experience in urban forestry master planning 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:

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

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.

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 – N/A

2.35 Contract Period

The initial contract term shall commence upon final execution of the contract by the City and shall expire two (2) year(s) from that date. The City reserves the right to exercise an option to renew the contract for an additional year if additional time is required at no cost to the City for Contractor to complete the services.

In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

2.36 Cost Adjustments

Prices quoted shall be firm for the contract term of two year(s). No cost increases shall be accepted in this contract term. Please consider this when providing pricing for this request for proposal.

2.37 Service Test Period – N/A

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 contact.

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

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

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

The Contactor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

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 - N/A

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Project Title: Urban Forestry Master Plan for City of Fort Lauderdale

3.2 Project Location: In the City of Fort Lauderdale within Broward County, Florida

3.3 Background

The City of Fort Lauderdale has an established urban forest with a current total canopy coverage estimate of 26.12% (2022). Historically, the City has faced significant challenges with maintaining, enhancing, and managing its urban forest in the face of climatic changes, storm events, pest/disease outbreaks, and accelerated development pressure. With climate change, trees are increasingly important to address urban heat islands, air quality, and carbon sequestration and yet threatened by rising seas, saltwater intrusion, and high groundwater tables.

The City's Press Play Five Year Strategic Plan 2024 has a stated objective to "Grow and Enhance the Urban Forest." The City's Advance Fort Lauderdale Comprehensive Plan adopted in 2020 has 31 references to trees including OBJECTIVE CON 3.1: Sustainable Landscape and Tree Canopy- "Preserve and enhance the natural environment and beauty of the city, improve infrastructure, and promote better quality of life by creating a safe, healthy, and sustainable landscape. The City shall continue to enhance its tree canopy to 33% by 2040." In addition, tree canopy enhancement and proper tree maintenance are featured in the 2016 Parks Master Plan.

The creation, adoption, and implementation of an Urban Forestry Master Plan (UFMP) is essential to attaining these planning objectives and developing strategies to best manage the City's urban forest now and into the future. The UFMP will evaluate the status of the City's urban forest, establish a clear set of priorities and objectives, and provide a sustainable, strategic, and equitable framework for the management, maintenance, enhancement, and regulation of trees throughout the City. Recognizing the collective ecological, environmental, economic, cultural, and social contributions of the City's trees, the UFMP will benefit both the public and private urban forest and the community at large by guiding appropriate tree planting, maintenance, and regulation of trees.

3.4 Project Description

The purpose of this Request for Proposal (RFP) is to solicit proposals from various consultants/firms, conduct a fair and extensive evaluation based on criteria listed herein, and select a firm that will best deliver a comprehensive Urban Forestry Master Plan (UFMP) coordinated with City staff and an engaged citizenry. The selected consultant/firm will produce an UFMP in a series of sequential steps that will allow for suitable public input, review of the current conditions, development of a set of recommendations which provide a roadmap for achieving the City's urban forestry goals, careful review of draft plan, and final UFMP.

3.4.1 The Consultant will obtain background information; seek input from stakeholders internal and external; review existing City plans and goals; review existing urban forestry operations, programs, regulations, and initiatives; review City resources, opportunities, and challenges. The consultant will be responsible for delivering geospatial data, analysis, and outputs in a format compatible with Esri software.

3.4.2 Provide a draft report based on data analysis outlining actionable strategies to achieve the City's urban forestry goals and develop interim goals.

3.4.3 The final proposed plan shall be developed and designed to:

- A. be easily understood by the public;
- B. be data driven with technical information and methodologies referenced in the appendices;
- C. provide implementable recommendations for tree maintenance, canopy enhancement, program management, and regulation of trees which can be realistically completed in a 3–5-year timeline;
- D. include cost estimates of recommended actions;
- E. include future milestones in 5-year increments that support attainment of longer-term goals; and,
- F. deliver geospatial data, analysis, and outputs in a format compatible with Esri software;
- G. include geospatial data and GIS metadata in an electronic file format for relevant attributes identified and illustrated in the UFMP to allow future use by the City in a public-facing interactive GIS dashboard, which is outside the scope of this project.

3.5 **Scope of Work: Tasks and Deliverables**

3.5.1 **Task 1: Project Management**

A. Description: The Consultant shall:

1. Provide lead technical direction and oversight for the development and preparation of an Urban Forestry Master Plan.
2. Use project management best practices to manage this project successfully, including preparing and conducting project meetings throughout the project duration, initiating, planning, executing, controlling, and closing out the project in a timely manner.
3. Use its experience and knowledge of Urban Forestry best practices to guide the City in the development and adoption of the Plan.

B. Designate Consultant Project Manager:

1. Assign and supervise project staff; prepare and monitor work schedule and budgets; actively communicate with the City's project team on upcoming project activities; provide contract administration support and prepare invoices based on completed project tasks.
2. Internal technical direction and project planning activities are included in this task.
3. Consultant shall maintain frequent communication with the City's Project Manager.
4. The selected Consultant will hold a minimum of bi-weekly virtual meetings with the City's Project Manager to coordinate and discuss the plan's scope, organization, content, and to report progress.

C. Develop and Maintain Project Management Portal:

1. The Consultant shall create a project management web portal with the City that shall be managed by the Consultant's Project Manager or designee.
2. The site shall contain project schedule/milestones, action items list, status updates, project-related documents, deliverables, and team contact information.
3. The site shall be customized to meet the needs of the project and should take the place of a static Project Management Plan.

D. Kick Off Meeting. The Consultant will hold an in-person kick-off meeting with staff to review the Scope of Service within two weeks of receiving Notice to Proceed (NTP).

E. Develop Project Plan and Timeline: The Consultant shall develop a written project plan and timeline identifying key milestones and deliverables. It is expected that all work and invoicing for this project will be completed within 18 months from NTP.

F. Identify Data Needs: The consultant will prepare a spreadsheet listing data and information needed to complete subsequent tasks for this project which will require Request For Information (RFI) submittals.

G. Deliverables: The Consultant shall provide:

1. Kick off meeting.
2. Technical Memo Outlining Project Management Approach and project timeline.
3. Memorandum outlining data to be collected for analysis.
4. Agendas and minutes for all meetings.

3.5.2 Task 2 – Plan Research/Data Analysis

A. Description:

1. The Consultant shall make Requests for Information, as warranted, to gather available data from the City. In addition, the Consultant analysis will include and incorporate all available background information needed for completion of this scope of work.
2. The Consultant shall review and align this Plan with key City and regional plans including but not limited to:
 - a. [Fast Forward 2035 Vision Plan](#)
 - b. [Press Play 2024 Strategic Plan](#)
 - c. [Advance Fort Lauderdale 2040 Comprehensive Plan](#)
 - d. [Net Zero greenhouse gas goals](#)
 - e. [2019 GHG inventory](#)
 - f. [Neighbor Surveys](#)
 - g. [Public Works Master Plans](#)
 - h. [Transportation Plans](#)
 - i. [Urban Design Master Plans](#)
 - j. [Design and Construction Manual](#)
 - k. [Parks Master Plan](#)
 - l. [SFRCC Regional Climate Action Plan 3.0](#)
3. The Consultant shall:
 - a. conduct onsite and virtual meetings / discussions as needed with internal City Staff stakeholders across various Departments and at least one of the meetings shall be onsite.
 - b. recommend, develop, and conduct outreach strategies for community input on forestry issues.
 - c. design, implement, and market an online survey to assess community attitudes, understanding, and concerns regarding the urban forest. The Consultant shall be responsible for the electronic framework in which the survey is conducted.

B. Deliverables

1. Submittal of initial Request(s) for Information.
2. Provide sample survey results from a minimum of 50 Fort Lauderdale residents.
3. Memorandum outlining data collected and key conclusions from analysis.
4. Agendas and minutes for all meetings

3.5.3 Task 3 – Meetings and Stakeholder Input

A. Description:

1. A minimum of five (5) public meetings are to be held to explain the purpose of the plan, answer questions, and record/solicit feedback:

- a. One (1) Citywide and one (1) for each of the four (4) City Commission Districts. City officials, various civic groups, and the public will be invited to attend.
 - b. The Consultant shall be responsible for all costs associated with hosting the meetings, including assigning the meeting space, marketing for the meetings, and obtaining the contact information for the relevant groups.
 - c. To the extent possible, City facilities will be made available for this purpose.
2. Task activities shall include:
 - a. meeting scheduling and coordination;
 - b. preparing and submitting meeting agendas at least 2 business days in advance of meetings;
 - c. preparing presentations (as necessary), facilitating meetings, and preparing and distributing meeting minutes.
 - d. The Consultant shall be responsible for all costs associated with hosting the meetings, including assigning the meeting space, marketing for the meetings, and obtaining the contact information for the relevant groups.
 - e. To the extent possible, City facilities will be made available for this purpose.
 3. The consultant shall be responsible for providing the agenda, documents, graphs, and any materials necessary for the online survey, public meetings, and presentations.
 4. All meeting documentation shall be shared through and posted on the project data portal.
 5. Online survey to solicit public input and gauge attitudes regarding the City Urban Forest shall be launched and tested during Task 1 and run concurrently with Task 2.

B. Deliverables: Vendor shall provide:

1. Public Meeting Preparation and Development – Provide Final Meeting agenda presentation materials at least 2 business days in advance of each meeting;
2. Sign in sheets for each Public Outreach meeting conducted.
3. Meeting minutes within 2 business days after each meeting.
4. Memorandum summarizing and compiling online survey results.

3.5.4 Task 4 – Recommendation Development

A. Description:

1. Based on the data analysis, the Consultant will develop a set of recommendations on tree canopy enhancement, maintenance, and management which can be realistically completed in a 3 to 5-year timeline.
2. The recommendations will also include future milestones in 5-year increments that support attainment of longer-term goals.
3. Recommendations must be structured using SMART Goals criteria (Specific, Measurable, Achievable, Relevant and Time-Bound) and must provide Adaptive Management strategy options for implementation; and will include, wherever possible, justified cost estimates for implementation.
4. The Consultant will also develop a draft Table of Contents for the Urban Forestry Master Plan based on the outline in Section 3.5.7.
5. It is expected that the Consultant will review and refine the suggested outline to reflect best practices in Urban Forestry appropriate for the City of Fort Lauderdale.
6. The consultant will submit drafts of both documents to the City for review and then revise them based on feedback received from staff.
7. After data analysis has been completed and outputs generated, the Consultant will conduct a meeting with the City Project Manager and City GIS staff to discuss

design and requirements of geospatial database to be delivered.

B. Deliverables The Consultant will submit the following written documents to the City for Review and Approval:

1. Recommendations addressing key issues identified to date;
2. Draft outline for the Urban Forestry Plan;
3. Upon review, discuss and refine recommendations and outline with City Staff;
4. Agendas and minutes for all meetings.

3.5.5 Task 5 –Development of Draft Urban Forestry Master Plan

A. Description: The UFMP shall be an easily understood, data-driven document that establishes a clear set of priorities and objectives consistent with City goals and provides a sustainable and strategic framework for the management, maintenance, enhancement, and future planting of trees throughout the City.

1. The main plan shall clearly and concisely include narrative analysis and recommendations using graphics and images where appropriate. Data collected and auxiliary exhibits may be included in separate appendices.
2. The consultant/firm will produce a draft plan based on feedback and recommendations received in previous tasks.
3. The Consultant will submit the draft plan electronically in Microsoft Word and in PDF format for final staff review.
4. The Consultant will post the draft plan for public comment and conduct one citywide presentation of the draft plan.
5. Using geodatabase technology, compatible with the City's Esri system, consultant will deliver all mapping data used to illustrate attributes identified by the UFMP. Geodatabase will ensure proper data schema, relationships, and metadata.
6. The City Project Manager will consolidate staff comments and provide feedback and recommendations to the consultant for inclusion in the final plan within 30 business days after receipt of the draft.

B. Deliverables: The consultant will:

1. Submit the Draft Plan electronically in Microsoft Word and in PDF format for staff review;
2. Post for Public Review with a defined comment period and perform (1) City-Wide Public Presentation on the draft.
3. Provide draft GIS data for review by City GIS Staff.
4. Schedule follow-up Staff Meetings to finalize the draft for public presentation.

3.5.6 Task 6 –Final Urban Forestry Master Plan –

A. Description: The consultant/firm will produce a final draft plan based on feedback and recommendations provided by the City Urban Forester and City staff. The consultant/firm shall deliver an electronic copy on a flash drive, in Microsoft Word format of the final draft plan to the City. The City's Project Manager will consolidate comments and provide feedback and recommendations to the consultant for inclusion in the final plan.

B. Deliverables:

1. Submit proposed final plan in Word for final staff review.
2. After final staff review submit Final Plan for publication providing:
 - a. Electronic copies of the published plan in Word and in PDF formats.
 - b. 50 printed and bound hard copies.

- c. Using geodatabase technology, compatible with the City's Esri system, consultant will deliver all updated mapping data used to illustrate attributes identified by the Urban Forestry Master Plan.
3. Present Final Plan to the City Sustainability Advisory Board and the City Parks, Recreation, and Beaches Board.

3.5.7 Urban Forestry Master Plan Outline

A. The following provides a draft outline for the City of Fort Lauderdale Urban Forestry Master Plan. It is expected that the Consultant will consider this outline to organize information collected in this planning effort and will provide an outline consistent with best management practices for urban forestry in South Florida. Inclusion of in-depth data examples shown in this section may be referenced in outline to be addressed in subsequent sections of Master Plan.

1. **Executive Summary of the Urban Forestry Master Plan:** A brief synopsis of the purpose, process, and important findings of the plan including goals, objectives, recommended actions, and timelines (Estimated 1-4 pages max).
2. **Introduction:** An introduction should be provided describing the importance of a sustainable urban forest to the City of Fort Lauderdale in the context of City policies and plans. Consideration of the urban forest as 'green infrastructure' should be given prominence. Areas to be addressed should include energy conservation, aesthetic value, watershed health and stormwater management, carbon sequestration potential, increase in property value, attainment of public health goals, wildlife value, unique challenges faced due to climate change and sea level rise.
3. **Resources and Methodology**
 - a. **Urban Forest Planning and Regulatory Assessment**
Review of City ordinances, Strategic Plan, Comprehensive Plan, Land Use Plans, Development Plans, and master plans (e.g., Parks Master Plan), as well as any recent Advisory Board Communications to the Commission impacting the Urban Forest.
 - b. **Urban Forest Resource Assessment**
 - 1) Provide a brief historical overview of tree canopy coverage within the City and surrounding areas including pre-urban land uses.
 - 2) Provide an assessment of soils, hydrology, topography, heat island/temperature impacts, sea level rise impacts and general climatic conditions and their relation to trees and urban forestry.
 - 3) Quantify the extent of urban forest canopy coverage.
 - a) Assess canopy coverage for all areas of the City and identify well forested areas and prominent gaps. Describe canopy distribution by Commission district, and City neighborhoods.
 - b) Assess canopy coverage by suitable land use category using zoning as a basis; suggested categories may be: Industrial; Commercial; Low Density Residential; High Density Residential; Regional Activity Centers (RACs); Park Lands; Public Rights-of-Way; Public Property; etc.
 - c) Assess and describe neighborhood Tree Equity Scores and the City's overall Tree Equity Score.
 - d) Assess street tree stocking levels and sidewalk canopy coverage by utilizing appropriate sampling techniques within land use categories.
 - 4) Provide analysis of the quality of the urban forest by appropriate remote sensing techniques and field sampling (random point generation and onsite verification) in terms of:
 - a) Age and Species

- b) General Condition
 - c) Existing and Emerging Pest and Disease Problems
 - d) Tree Maintenance Requirements/Needs
 - e) Impacts attributable to Climate Change including: greater temperature ranges; higher groundwater table; more variability of rainfall (extreme rain events and droughts); sea level rise and associated saltwater intrusion
 - f) The Citywide analysis should be broken down into logical geographic patterns such as trees planted in: each Zoning District; RACs; Community Redevelopment Areas; Neighborhoods; Public Rights-of-Way; Parks, and Natural Areas; and,
 - g) Shall compare/contrast canopy located on Public vs. Private Lands; and,
 - h) Provide Tree Equity Scores on a neighborhood level.
- 5) Quantitative analysis of the value of the urban forest as a green infrastructure resource (and associated environmental benefits) should be calculated and provided in terms of dollar values. Examples of environmental benefits shall include at a minimum: urban heat island impacts; energy conservation; stormwater filtration; air quality improvement; carbon dioxide removal; carbon sequestration.

c. Community Vision and Community Resource Assessment

- 1) Summarize the importance of urban forestry and desired functions of the urban forest, based upon feedback from the community leadership groups of the City.
- 2) Summarize the views and attitudes of the citizens and interested groups regarding the urban forest and the desired functions it should provide based on feedback from the Online Survey.
- 3) Summarize input from public meetings.
- 4) Define the groups and organizations that have a particular interest in the urban forest and have skills and willingness to assist.
- 5) Review and summarize existing goals and policies of adopted plans of the City, County, and State that have had an impact on the existing urban forest.
- 6) Review recommendations for creating incentives to retain/preserve old growth trees on developable land.
- 7) Summarize meetings with City staff (Parks and Recreation, Development Services, Public Works, Transportation and Mobility, etc.) to discuss current practices, management, and tree maintenance issues. Summarize and identify recurrent issues, any communication or responsibility conflicts/breakdowns, while also noting points of contention between staff and the public.

d. Management Resource Assessment

- 1) Discuss and summarize current management structure responsible for City urban forestry: Private; State; County; City (Public Works, Development Services, Parks & Recreation, etc.)
- 2) Review current staffing, skills, and program resources available for individual departments: Staffing level skills and qualifications of employees; tree maintenance equipment; tree management technology.
- 3) Provide State and Federal and grant resources available to help manage/enhance the City's urban forest.
- 4) Discuss current budget and identify available funding for urban forestry.

- 5) Provide recommendations and budgetary requirements for rectifying any identified urban forestry staffing and resource shortages in the respective City Departments.

4. Existing Management and Regulation of the Urban Forest

- a. Assess ownership responsibility, management, organization, justification, and practice within City departments (Parks and Recreation, Development Services, Public Works, Transportation and Mobility, etc.).
 - 1) Areas to be examined include: Tree Inventory (or any tree location data available); Canopy Analysis and Data; Tree Hazard/Risk Assessment Inspections; Nuisance Tree Response; Emergency Storm Response; Disease Diagnosis; Exotic/Invasive Tree Management; Tree Maintenance Work; Reforestation/Tree Planting; and Urban Forest Strategic Planning.
- b. Assess and evaluate the effectiveness of City ordinances, policies and procedures affecting the urban forest:
 - 1) Requirements for preserving existing tree canopy;
 - 2) Tree protection standards for development sites and City projects;
 - 3) Replacement mitigation requirements, reforestation standards, and procedures for private and public development projects;
 - 4) Permitting for tree planting projects within the public right-of-way;
 - 5) Protection of Specimen and Historical Trees;
 - 6) Ownership and responsibility for tree care within the public right-of-way;
 - 7) Fines, penalties and corrective actions for illegal tree removal, tree abuse and tree preservation code violations;
 - 8) Incentives for preservation and retention of trees on development sites, and privately owned properties throughout the city.
- c. Assess and evaluate general care, maintenance, and management of the urban forest on private and other public lands (FDOT, Broward County, State of Florida etc.).
- d. Assess and identify existing mangrove locations, health, maintenance responsibility, and oversight. Identify potential locations most conducive for future mangrove habitat restoration activities. Rank recommended locations based on expected capacity to increase resiliency during flooding events.

5. Analysis and Development

The plan should provide an analysis and discussion of the entire urban forest, its management, citizen attitudes, and concerns expressed within the City. Alternative ways of advancing policy, enhancing the urban forest, and improving management should be discussed and provided. The following areas should be specifically addressed, discussed and/or developed:

- a. The nature of the urban forest in the City of Fort Lauderdale in quantitative and qualitative terms regarding:
 - 1) The Urban Forest Canopy
 - 2) Street Tree Levels and Planting Projects
 - 3) Urban Forest Management
 - 4) Utility Corridor Management Coordination
- b. Thorough review, evaluation and potential incorporation of major tenets present in the Advance Fort Lauderdale 2020 Comprehensive Plan (Specifically the Neighborhood Enhancement Conservation Element, Coastal Management, Community Health and Safety Element, and Infrastructure Climate Change Element), Fast Forward 2035, Press Play 2024, Water Asset

Management Plan (WAMP), Stormwater Master Plan, Design and Construction Manual, Regional Climate Action Plan 2.0, Connecting the Blocks Program, Neighborhood Mobility Master Plan, Complete Streets Policy Net Zero greenhouse gas goals, 2019 Urban Heat Island Campaign data, the most recent City Code and ULDR sections pertaining to tree preservation, protection, emergency tree removal and installation standards along with any other applicable tree maintenance/tree planting related City standards and the Broward County Tree Canopy Assessment (2018). Regulatory alternatives should be discussed, and comparison made with other cities with similar regional and demographic characteristics (e.g., City of Miami Beach).

- c. The actual and potential value of Fort Lauderdale's urban forest regarding storm water, air quality, energy conservation, property values, carbon storage and aesthetics.
- d. Solutions for historic/current problems noted in providing a sustainable tree cover within the City. Areas to be considered include: tree-infrastructure conflicts; incentives to private property owners and developers to maintain and create canopy cover; risk and liability issues; tree disease and insects; invasive plant species; tree work by unqualified contractors; loss of tree canopy through development; Florida State Statute **FL-163.045 (July 1, 2022, amendment)** which provides for permit exempted tree removals on residential property; prioritizing public lands for tree preservation and mitigation enhancement; challenges encountered due to climate change, flooding, and sea level rise.
- e. Develop and/or revise a recommended tree palette and street tree planting plan incorporating increased species diversity, use of Florida Native tree species, high salt tolerance and anticipated adjustments due to climate change and sea level rise. Recommendation should also include specific guidelines as to which trees (per developed tree palette) can be used on a street-by-street basis for planting vacant spaces, replacement for trees lost due to storms, disease, vehicular accidents, senescence etc. The revised/recommended palette shall also consider and/or incorporate the tenets present within the City's Design and Construction Manual and Complete Streets Manual and species capacity for carbon sequestration.
- f. The wishes and desires expressed by elected and appointed officials and the citizens of Fort Lauderdale. Evaluate perception versus reality and how to bridge the gap.
- g. Evaluate the effectiveness of current City tree planting/reforestation initiatives (Adopt-a-Tree, Mini Tree Giveaway, Energy Saving Trees) and provide potential alternatives that would help increase canopy coverage more impactfully.
- h. Develop a proposed budget to fund full and or phased implementation of the urban forestry masterplan tenets.

6. Goals, Objectives, and Actions

The plan should provide a concise and clearly written set of SMART goals, each of which shall specify recommended objectives and suggested actions with timelines and estimated costs that will direct achievement of goals. Areas to be addressed shall include:

a. Goals, Objectives, and Action for Urban Tree Canopy Maintenance

- 1) Strategies/implementation of recommended changes for the inspection, maintenance, emergency storm response, and risk management of the urban forest.

- 2) Develop a recommended tree pruning interval matrix by species and associated costs.
- 3) Identify and recommend coordination techniques for line clearing and other overhead utility conflicts with outside utility companies including during emergency level events.

b. Goals, Objectives, and Action for Urban Tree Canopy Management

- 1) Incorporation of any recommendations/changes pertaining to mitigation of climate change, flooding, and sea level rise.
- 2) Provision of oversight, costs, and responsibility for promoting the plan, achieving its goals, overseeing its progress, and updating the plan.
- 3) Implementation of the developed/ revised City tree palette and street tree planting plan.
- 4) Incorporation of recommend changes to the City's current organizational structure to specifically streamline/consolidate urban forestry responsibilities/concerns, increase efficiency, and improve internal and external communication pertaining to urban forestry issues.

c. Goals, Objectives, and Action for Urban Tree Canopy Enhancement

- 1) Establish Urban Tree Canopy coverage goals and timelines by land use category and overall city coverage and develop associated metrics to track progress towards urban forestry goals.
- 2) Develop recommended strategies to accelerate progress towards the City's urban forestry goals. Strategies for consideration may include, but are not limited to, addressing equitable distribution of tree canopy across the city, development of incentives to preserve tree canopy, ordinance revisions, and encouraging tree planting and preservation on both public and private lands.
- 3) Education and promotion of the urban forest, including public participation in urban forest planning, management, and voluntary tree plantings through links with non-profit groups and public/private partnerships.
- 4) Achieving cooperation between ownership groups in achieving City-wide urban forestry goals.
- 5) Incorporation of any recommended changes to current City tree planting/reforestation initiatives (Adopt-a-Tree, Mini Tree Giveaway, Energy Saving Trees) and potential alternatives that would help increase canopy coverage more impactfully.

d. Goals, Objectives, and Action for Urban Tree Canopy Regulation

e. Goals, Objectives, and Action for Funding UFMP

f. Recommendations to gain financial support for the proposed budget, goals and objectives defined in the plan.

7. Appendices

The plan shall contain appendices and or hyperlinks relating to the following:

- a. A photographic inventory to illustrate issues relating to the urban forest;
- b. List of Urban Forestry Master Plan reviewers;
- c. Copies of existing City ordinances, referenced plans, and policies;
- d. Copies of relevant ordinances from other urban areas;
- e. Copies of disaster management plan;

- f. Copies of management standards and BMPs (ANSI A-300, ASCA, ISA for tree maintenance, tree installations – including latest technologies such as Silva Cell, bonded aggregate, mounded plantings for flood prone areas, etc.);
- g. Methodologies for forest resource assessment;
- h. Reference Sources;
- i. Glossary of commonly used definitions/standard terms;
- j. Standard Operating Procedures (SOP), for urban forestry program related items/initiatives;
- k. Current City organizational chart highlighting Departments and positions with urban forestry oversight, management, and or responsibilities.

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 the 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.

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN PROPOSAL PRICE(S) SUBMITTED BY 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 PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.

- 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 the 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, ONE EAST BROWARD BOULEVARD, SUITE 444, 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

- A. Indicate the firm's number of years of experience in providing professional services as it relates to the work contemplated.
- B. Provide details of past projects of similar size and scope.
 1. List five (5) relevant, similar projects, either currently in progress or having been completed in the past ten (10) years and three (3) of which were completed or in progress within the last five (5) years.
 2. Provide the names of the team members and subcontractors that will be assigned to this project. List the projects in which they have actively been involved and the roles they played for each.
 3. List projects in date order with newest projects listed first and include the following:
 - a. Brief project description.
 - b. Owner's representative having knowledge of the firm's work, include contact name, phone number(s), email address, and mailing address.
 - c. Contract dollar amount and total time involved; and,
 - d. Discuss the methods, approach and controls used on the projects which allowed it to be completed in an effective, timely, economical, and professional manner.
 4. Provide examples of three (3) project deliverables. These deliverables will not count toward the page limit. Links to webpages of examples may be provided.
 5. Provide an organizational chart of all key team members who will be directly involved in providing services, including any subcontractors, to be assigned specifically to this project.
 6. Identify the Project Manager who will be empowered to make decisions for and act on behalf of the firm.
 7. Describe the availability for each key team member providing services for this project.

- C. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation.
- D. Indicate business structure, i.e., Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable);
- E. Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc.
- F. Relative size of the firm, including management, technical and support staff;
- G. Licenses and any other pertinent certifications should be submitted.

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 of 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.

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.

Additionally, the proposal should specifically address:

- A. Who
- B. What
- C. When
- D. Where
- E. Why
- F. How

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:

- A. Client Name, address, contact person telephone and E-mail addresses.
- B. Description of work.
- C. Year the project was completed.
- D. 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. **It is the proposer's responsibility to ensure all information provided is current and accurate. Advanced notification to your references is encouraged.**

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. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided 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.

C. Non-Collusion Statement

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

D. Non-Discrimination Certification Form

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

E. Local Business Preference (LBP)

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

F. Disadvantaged Business Enterprise Preference (DBEP)

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

G. 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.

H. E-Verify Affirmation Statement

This form must be completed and returned with your proposal.

I. 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.

J. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

K. Active Status Page from Florida Division of Corporations – Sunbiz.org

Provide PDF of current page with your proposal.

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 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

<p>Project Understanding and Proposed Approach to the Scope of Work</p> <ul style="list-style-type: none">• Quality and comprehensiveness shown in the consultant's proposed approach;• Extent of the consultant's demonstrated understanding of the project scope and objectives;• Creativity and originality of consultant's proposal;• Inclusion of industry standards and best practices.	25%
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<p>Technical and Technological Capabilities</p> <ul style="list-style-type: none"> • Demonstrated capacity to collect, analyze, interpret data, and present recommendations related to urban forestry issues. • Demonstrated ability to use visual tools, including graphs, images and GIS outputs to clearly convey data and present in a user-friendly format. 	<p>15%</p>
<p>Qualifications – Experience with similar projects, references, past performance, years in business. Refer to section 4.2.3.</p> <ul style="list-style-type: none"> • Experience and quality of the team’s relevant experience in completing similar projects. • Feedback from references and the quality of consultant references. • Extent to which the consultant has the personnel, equipment, and facilities to provide the requested services. 	<p>15%</p>
<p>Outreach and Communications Skills</p> <ul style="list-style-type: none"> • Capacity to solicit, collect and analyze input from a broad range of both internal and external stakeholders. 	<p>15%</p>
<p>Total Project Cost</p>	<p>30%</p>
<p>TOTAL PERCENT AVAILABLE:</p>	<p>100%</p>

5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interests 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

SECTION VI - COST PROPOSAL PAGE

Proposer Name: _____

Proposer agrees to supply the products and services at the prices bid/proposed below 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.

Notes:

Provide below a breakdown of all costs by task. Attach a breakdown of costs by task and deliverable, including but not limited to labor, equipment, materials, staff time and hours per task broken out by job titles. Labor breakdown shall include titles, hourly rates, and hours assigned per task.

Task 1 – Project Management \$ _____

Task 2 – Plan Research/Data Analysis \$ _____

Task 3 – Meetings and Stakeholder Input \$ _____

Task 4 – Recommendation Development \$ _____

Task 5 – Draft Urban Forestry Master Plan \$ _____

Task 6 – Final Urban Forestry Master Plan \$ _____

Additional:

Any other items not included in Tasks 1-6. \$ _____
(Provide a line-item breakdown on separate sheet)

TOTAL URBAN FORESTRY MASTER PLAN \$ _____

Submitted by:

Name (printed)

Signature

Date

Title



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_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR

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.
- 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.
- 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.



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.

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.

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 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

Solicitation/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: _____

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

**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.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

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

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.

Event 146 - Q&A

NO.	QUESTION	ANSWER
1	In the Background 3.3 section, states canopy cover is estimated at 26.12% of city. Then calls for in 3.4.3.g delivery of GIS data/analysis, used in the UFMP. Does scope call for high res UTC or do you have one already?	The 26.12% canopy estimate is based on the iTree Canopy Tool. The City has aerial LIDAR datasets available from 2016 and 2023, and street level LIDAR from 2023 is also available.
2	Does the City require 50 completed surveys or 500 completed surveys?	Under Task 2, sample survey results from 50 residents are to be delivered as a pilot. Under Task 3, the number of completed surveys should be statistically valid and representative of the population of the City, both demographically and geographically.
3	Is a new Urban Tree Canopy assessment being completed as a part of the scope of work? Or are further assessments/studies being done using data from a previously completed UTC assessment with the city-provided shapefile data?	A new Urban Tree Canopy assessment is not a requirement in the scope of work. The City does an annual assessment with the iTree Canopy Tool. The availability of LIDAR and GIS datasets from the city may be used to supplement further assessments/studies.
4	1) 3.5.1.C.1 "...create a project management web portal..." -- does the City permit the use of Trello, Asana, Google Drive / Google Tables?	Trello or Google Drive
5	2) 3.5.3.A.5 "Online survey to solicit public input and gauge attitudes regarding the City Urban Forest shall be launched and tested during Task 1 and run concurrently with Task 2." -- assuming this means "...launched and tested during Task 2 and run concurrently with Task 3" correct? Task 2 (#3.5.2.A.3c) lists the "...online survey to assess community attitudes..."	Yes. Deliverable for Task 2 is: Provide sample survey results from a minimum of 50 Fort Lauderdale residents. Deliverable for Task 3 is: Memorandum summarizing and compiling online survey results. See correction in addendum for 3.5.3.A.5
6	3) 3.5.4.A.7 "After data analysis has been completed and outputs generated, the Consultant will conduct a meeting with the City Project Manager and City GIS staff to discuss design requirements of geospatial database to be delivered" -- please define what the City is expecting in terms of a "geospatial database to be delivered"	Data, analyses, and recommendations that are location-based and provided as a map in the Urban Forestry Master Plan will also be provided using ESRI's geodatabase technology for future use by the City in a public-facing interactive GIS dashboard, which is outside the scope of this project.
7	4) 3.5.5.A.4 "The Consultant will post the draft plan for public comment and conduct one citywide presentation of the draft plan" - is this separate from the citywide public meeting listed in Task 3 (#3.5.3.A.1) and if so, will this be in-person or virtual? Would this be a presentation at a City Commission/Board meeting or as a standalone public meeting?	Yes, separate from Task 3. Virtual, standalone public meeting for Draft presentation. See clarifications in Addendum 2
8	5) 3.5.6.B.2b "50 printed and bound hard copies." -- please provide additional information about the printing and binding to estimate costs.	See clarification in Addendum 2
9	6) 3.5.6.B.3 "Present Final Plan to the City Sustainability Advisory Board and the City Parks, Recreation, and Beaches Board." -- virtual or in-person? Combined or separate presentations?	In-person, separate presentations.
10	7) 3.5.7.3.b1-5 regarding tree canopy cover assessments -- this is not listed in any of Tasks 1-6 as a deliverable but it is listed in 3.5.7 "Urban Forestry Master Plan Outline". Please provide clarification	3.5.7.A is intended as a suggested draft outline for the Urban Forestry Master Plan. Please see sections 3.5.4.A.4. and 3.5.4.A.5 for further clarification.
A	a. Pg 20 (b.1) Does the City have or know of available historical imagery or data to be used? Can the City give estimates of time periods to be analyzed/overviewed?	Yes. Yes.
B	b. Pg 20 (b.2) Does the City have data to provide to provide the consultant to use for this analysis or will the consultant be required to acquire this data? Can the City generally describe what they are looking for here.	See clarification in Addendum 2

Event 146 - Q&A

NO.	QUESTION	ANSWER
C	c. Pg 20 (b.3) Does the City desire to have land cover/tree canopy cover data as a deliverable for this?	No.
D	d. Pg 20 (b.4) This task describes an on the ground inventory of the City's trees. Is this something the City is also asking for? Most of those attributes are not attainable through remote sensing (age and species, general condition, pest and disease tree maintenance requirements). If the City requires "on site verification" of the urban forest to assess these attributes, would this include all ROW and City-owned trees?	3.5.7 is intended as a suggested Draft Outline for the Urban Forestry Master Plan. Please see 3.5.4.A.4.and. 3.5.4.A.5. Existing Tree Canopy Cover Assessments and/or existing LIDAR data available may be used.
11	8) 3.5.7.A.5.e "Develop and/or revise a recommended tree palette and street tree planting plan incorporating increased species diversity..." -- provide an estimated budget for this task given it could vary widely from consultant to consultant	There is an existing Tree List (palette) available for which recommendations may be provided. See clarification in Addendum 2
12	Since the scope of work does not allow for price increases over the contract and the community outreach requires the contractor to design the citywide plan contacting residents, please provide the city's budget for this project.	\$145,000 is currently allocated for this project.
13	For the community outreach, who is the target audience?	Representative sampling of residents from each of the city's 4 commission districts.
14	Can the City share a budget range for this project?	\$145,000 is currently allocated for this project.
15	Is the City open to alternative payments method other than credit card?	No
16	Does the City have GIS data available for the mangroves?	No
17	Could the City clarify what is meant by submitting a design plan and diagram with the response to proposal?	See Addendum 2
18	Is the who, what, when, where, why, and how prompt separate from the proposal response?	No
19	Is there an estimated budget for the project?	\$145,000 is currently allocated for this project.



ADDENDUM NO. 2

RFP NO.: 146 TITLE: URBAN FORESTRY MASTER PLAN FOR THE CITY OF FORT LAUDERDALE

ISSUED: 10/12/23

The Specifications and Requirements has been revised. Words in ~~strikethrough~~ are deletions from the existing text and words in **bold underline** are additions to the existing text (~~strikethrough~~ removed; **underlined bolded** is added).

This addendum is being issued to make the following change(s):

1. Section 3.5.3.A.5

5. Online survey to solicit public input and gauge attitudes regarding the City Urban Forest shall be launched and tested during Task ~~42~~ and run concurrently with Task ~~23~~.

2. Sections 3.5.4.A.4 and 3.5.4.A.7.

A. Description:

1. Based on the data analysis, the Consultant will develop a set of recommendations on tree canopy enhancement, maintenance, and management which can be realistically completed in a 3 to 5-year timeline.
2. The recommendations will also include future milestones in 5-year increments that support attainment of longer-term goals.
3. Recommendations must be structured using SMART Goals criteria (Specific, Measurable, Achievable, Relevant and Time-Bound) and must provide Adaptive Management strategy options for implementation; and will include, wherever possible, justified cost estimates for implementation.
4. The Consultant will also develop a draft Table of Contents for the Urban Forestry Master Plan based on the **suggested** outline in Section 3.5.7.
5. It is expected that the Consultant will review and refine the suggested outline to reflect best practices in Urban Forestry appropriate for the City of Fort Lauderdale.
6. The consultant will submit drafts of both documents to the City for review and then revise them based on feedback received from staff.
7. After data analysis has been completed and outputs generated, the Consultant will conduct a **virtual** meeting with the City Project Manager and City GIS staff to discuss design and requirements of geospatial database to be delivered.

3. Section 3.5.4.B.2. and 3.5.4.B.3.

B. Deliverables The Consultant will submit the following written documents to the City for Review and Approval:

1. Recommendations addressing key issues identified to date;



- 2. Draft **Table of Contents** outline for the Urban Forestry **Master** Plan;
 - 3. Upon review, discuss and refine recommendations ~~and outline~~ **for Table of Contents with** City Staff;
 - 4. Agendas and minutes for all meetings.
4. **Section 3.5.5.A.4**
- 5. The Consultant will post the draft plan for public comment and conduct one **virtual** citywide presentation of the draft plan.
5. **Section 3.5.5.B.2**
- 2. The Post for Public Review with a defined comment period and perform (1) **virtual** City-Wide Public Presentation on the draft.
6. **Section 3.5.6.B.2.b.**
- b. 50 printed and bound hard copies. **Spiral, wire, or comb binding is acceptable. Minimum cardstock covers. Full-color, 2-sided printing.**
7. **Section 3.5.7.A.3.b.2.**
- 2) **Summarize potential climate impacts to the urban forest based on data from various existing studies and reports available from the City and other public sources. This may include** Provide an assessment of soils, hydrology, topography, heat island/ temperature impacts, sea level rise impacts and general climatic conditions and their relation to trees and urban forestry.
8. **Section 4.2.4**
- 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 of 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.~~

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____