

Solicitation 12054-585

City Ambassador Program

Bid Designation: Public



City of Fort Lauderdale

Bid 12054-585 City Ambassador Program

Bid Number 12054-585
 Bid Title City Ambassador Program
 Bid Start Date Sep 12, 2017 2:52:49 PM EDT
 Bid End Date Nov 30, 2017 2:00:00 PM EST
 Question & Answer End Date Nov 15, 2017 5:00:00 PM EST

Bid Contact AnnDebra Diaz
 Procurement Specialist II
 Procurement
 954-828-5949
 adiaz@fortlauderdale.gov

Bid Contact Fausto Vargas
 Procurement Specialist
 Finance - Procurement Division
 954-828-6167
 fvargas@fortlauderdale.gov

Pre-Bid Conference Oct 12, 2017 2:00:00 PM EDT
Attendance is optional
Location: City Hall
8th Floor Conference Room
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Addendum # 1

Pre-Bid Conference Changes Pre-Bid Conference information has changed. Please review all Pre-Bid Conferences.
Changes were made to the following items:
 City Ambassador Program

Addendum # 2

Pre-Bid Conference Changes Pre-Bid Conference information has changed. Please review all Pre-Bid Conferences.
Changes were made to the following items:
 City Ambassador Program

Description

The City of Fort Lauderdale, Florida (City) is seeking one qualified, experienced and licensed firm to provide private safety and hospitality services (Ambassador Program) for three distinct Entities and respective areas: Beach Business Improvement District (BID) for the Central Beach area, the Northwest Progresso Flagler Height Community Redevelopment Agency (NPF-CRA) for the Northwest Progresso area, and the Downtown Development Authority (DDA) for the downtown area in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

For further information, go to www.bidsync.com .

Added on Oct 3, 2017:

Changes have been made to Section 3 of the specifications. Please refer to attached Addendum No.1.

All other terms, conditions, and specifications remain unchanged.

Added on Oct 5, 2017:

The pre-proposal meeting originally scheduled for October 5th must be rescheduled due to water issues in the building. The new date will be Thursday, October 12th. Same time, same location.

We apologize for this inconvenience.

Added on Oct 12, 2017:

Due to power outage, the pre-proposal meeting scheduled for today at CRA offices has been moved to City Hall, 8th Floor conference room, 100 N. Andrews Avenue, Fort Lauderdale FL.

We apologize for any inconvenience.

Added on Oct 18, 2017:

The opening date has been changed to Tuesday, November 14, 2017. This RFP is on hold until further notice. Another addendum will be forthcoming with revisions to the technical specifications and estimated quantities. A determination will be made at that time if another extension to the due date will be required.

Added on Nov 1, 2017:

Addendum No.3 has been issued with significant revisions to the specifications and Cost Proposal Page. Proposers must use the revised Cost Proposal Page included with Addendum No. 3 when responding to this solicitation or they will be deemed non-responsive.

The opening date has been changed to November 30, 2017.

Addendum # 1

Addendum # 2

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking one qualified, experienced and licensed firm to provide private safety and hospitality services (Ambassador Program) for three distinct Entities and respective areas: Beach Business Improvement District (BID) for the Central Beach area, the Northwest Progresso Flagler Height Community Redevelopment Agency (NPF-CRA) for the Northwest Progresso area, and the Downtown Development Authority (DDA) for the downtown area in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference

There will be a two hour pre-proposal conference scheduled for this Request for Proposal approximately fifteen days after issuance of solicitation. It is strongly suggested that all Contractors attend the pre-proposal conference. The location address is: CRA Office, 914 Sistrunk Boulevard, Suite 200, Fort Lauderdale, FL 33311.

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

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) 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 BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. 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 BidSync.

1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. 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. (See addendum section of BidSync Site). 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 BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/15) 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 BidSync 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 BidSync 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 BidSync 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

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 must 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 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.

2.7 Related Expenses/Travel Expenses

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

2.8 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.

2.9 Mistakes

The consultant 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.

2.10 Acceptance of Proposals / Minor Irregularities

2.10.1 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.

2.10.2 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.

2.11 Modification of Services

2.11.1 While this contract is for services provided to the department referenced in this Request for Proposals, 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.

2.11.2 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.

2.11.3 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.

2.11.4 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.

2.12 No 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.

2.13 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

http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf

2.14 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 of its requirements, including all form and substance.

2.15 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.

2.16 Minimum Qualifications

Proposers shall be in the business of providing ambassador services 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.

2.16.1 Proposer or principals shall have relevant experience in providing ambassador services. Project manager assigned to the work must have experience in providing ambassador services and have served as project manager on similar projects.

2.16.2 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.

2.16.3 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.

2.16.4 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.

2.17 Lobbying Activities

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 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/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

2.18 Local Business Preference

2.18.1 Section 2-199.2, 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:

2.18.2 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.

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

2.18.4 The complete local business preference ordinance may be found on the City's web site at the following link: <http://fortlauderdale.gov/home/showdocument?id=6422>

2.18.5 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.

2.19 Protest Procedure

2.19.1 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 director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.19.2 The complete protest ordinance may be found on the city's web site at the following link:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

2.20 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.21 Subcontractors

2.21.1 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 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.

2.21.2 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.

2.21.3 Contractor shall require all of 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.

2.22 Insurance Requirements

2.22.1 The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “additional insured” with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as “additional insured” will be at the contractor’s expense.

2.22.2 The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Procurement Services Division.

2.22.3 The Contractor’s insurance must be provided by an A.M. Best’s “A-“ rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City’s Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers’ Compensation and Employers’ Liability Insurance

Limits: Workers’ Compensation – Per Florida Statute 440
Employers’ Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale 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. For additional information contact the Department of Financial Services, Workers’ Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000. This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability

e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

2.22.4 A copy of **ANY** current Certificate of Insurance should be included with your proposal.

2.22.5 In the event that you are the successful Proposer, you will be required to provide a certificate naming the City as an “additional insured” for General Liability. Certificate holder should be addressed as follows:

City of Fort Lauderdale
 Procurement Services Division
 100 N. Andrews Avenue, Room 619
 Fort Lauderdale, FL 33301

2.23 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 in the City.

2.24 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.

2.25 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.

2.26 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.

2.27 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:

- 2.27.1** 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;
- 2.27.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 2.27.3** 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
- 2.27.4** 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.

2.28 Canadian Companies

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.

2.29 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.

2.30 Contract Period

The initial contract term shall commence upon date of award by the City and shall expire one year from that date. The City reserves the right to extend the contract for two, additional two-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.31 Cost Adjustments

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

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S.

Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if 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 Contract will be considered cancelled on the scheduled expiration date.

2.32 Service Test Period

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

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

2.33 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.

2.34 Contractor Performance Reviews and Ratings

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

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

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

2.35 Substitution of Personnel

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

2.36 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.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 General Information/Intent

The City of Fort Lauderdale is seeking written proposals from qualified and experienced firms to provide safety and hospitality services (Ambassador Program) for three distinct and separately funded entities and its' respective areas/zones. These are the Beach Business Improvement District (BID) for the Central Beach area, the Northwest Progresso Flagler Heights Community Redevelopment Agency (NPF-CRA) for the Northwest Progresso Flagler area, and the Downtown Development Authority (DDA) for the downtown area; herein referred to as "Entity or Entities". The primary function of the Ambassador Program is to ensure a safe and welcoming environment to residents and visitors. Interested firm(s), herein referred to as "Consultant", "Contractor" or "Proposer", shall submit a proposal for the ambassador services according to Ambassador Program needs and each Entity's specification.

3.1.1 Program Description

The Ambassador Program is a private safety and hospitality service designed to improve the interaction with the residents, business owners, and tourists for each Entity. An Ambassador's presence is used to create a friendly and safe environment by being knowledgeable of the assigned areas/zones, responding to public inquiries and aiding the Police Department by reporting suspicious activity in the respective areas/zones. Ambassadors shall patrol assign areas/zones according to each Entity's specification.

3.1.2 Entities Areas/Zones Locations

- Exhibit A Central Beach Map
- Exhibit B Northwest Progresso Flagler Heights CRA Location Map
- Exhibit C Downtown Location Map

3.1.3 Ambassador Services in respective Entities areas/zones shall include but not be limited to the following:

- 1) maintain a visible presence in the public areas, streets and sidewalks,
- 2) serve as a complimentary resource to the Police Department by communicating issues directly to patrol staff, preferably before the public has to call 911,
- 3) report maintenance issues using City mobile application Lauderserv, issues such as garbage overflow, graffiti, and broken sidewalks etc.,
- 4) establish relationship with all stakeholders, including business owners and staff, property managers, and the homeless to address immediate needs,
- 5) provide recommendations on things to do, including handing out brochures for shopping, restaurants and special events,
- 6) provide directional information to the public,
- 7) answer questions about the area,
- 8) provide a staffed centralized local dispatch line during shift hours.

3.1.4 Uniform, Equipment and Accessories

Ambassadors shall wear specially designed uniforms (same color for all three areas) and use designated logos on all collateral materials, equipment and accessories. Required uniform, equipment and accessories for all Entities shall include but not be limited to the following:

- 1) reflective uniforms and logo including summer and winter outerwear (shirts, shorts, pants, jackets, vests), rain gear and head gear necessary to accommodate changing weather conditions.
- 2) maintain on hand, sufficient uniforms to equip additional ambassadors if needed.

- 3) required communication devices: including smartphones, two-way radios, spare battery packs,
- 4) flashlights,
- 5) identification badges,
- 6) hybrid Mountain Bike, helmets and locks, and storage.

3.1.5 Ambassadors/Staffing Requirements

Consultant shall add an option for a supervisor to utilize a patrol vehicle to oversee the staffing needs and requirements according to each entity's specification.

3.1.5.1. The area/zone supervisors shall be on duty during peak pedestrian hours of each week and shall be flexible to work nights and weekends to ensure the Ambassador Program is meeting the changing needs of each Entity. The area/zone supervisor shall be responsible in compiling ambassador activity report and submit weekly reports for each area/zone to the assigned entity project coordinator.

3.1.5.2. Consultant must demonstrate that ambassadors possess adequate interpersonal, communication and customer service skills to meet the needs of the Ambassador Program and the respective Entity area/zones specifications. Ambassadors must be able to work with and appreciate individuals from a wide range of economic and social backgrounds. Ambassadors and assigned supervisors must have the ability to prepare concise and comprehensible written reports and must possess the following ideal qualities:

- 1) outgoing
- 2) social
- 3) cordial
- 4) friendly
- 5) diplomatic
- 6) good-natured
- 7) pleasant

3.1.6 Performance Standards Expectations

Consultant shall be responsible for monitoring and maintaining each Entity schedule and labor according to each Entity's specification.

3.1.6.1 Consultant shall ensure all ambassadors and supervisors complete pre-service training(s) in the following areas prior to starting service:

- 1) shall attend and pass a 6 hour training course facilitated by Fort Lauderdale Police Department,
- 2) shall attend a customer service training program similar to the Broward County and Greater Fort Lauderdale Convention and Visitors Bureau (CVB) SUNsational Service Training Module,

3.1.6.2 Consultant shall also maintain and coordinate directly with each Entity project coordinator. Coordination includes but is not limited to the following:

- 1) submittal of deployment schedules,
- 2) submittal of pre-service training completion certificates of all onboarding, ambassadors and supervisors,
- 3) submittal of weekly activity reports separately to each Entity area/zones,

- 4) submittal of monthly invoices separately to each Entity area/zones,
- 5) communication of any program concerns or needs,
- 6) attend regular schedule meetings (as required).

3.1.6.3 Ambassadors will serve on an at will basis. Each Entity reserves the right to require that any Ambassador be replaced at any time for any reason.

3.1.7 Consultant shall provide storage to secure equipment used by area/zone ambassadors within city limits.

3.1.8 Relating Costs

Consultant shall factor all cost associated with providing ambassador services for each entity in the final bid price including but not limited to:

- 1) All uniform, equipment, vehicle and relating accessories including storage, and maintenance.
- 2) Hourly rate of one (1) ambassador
- 3) Hourly rate of one (1) supervisor

3.1.9 Clarification on Hours per Entity

All three Entities represent diverse areas and therefore require different hours of service. As such, the Consultant shall meet the needs of each Entity's Ambassador Program as listed under section 3.2 Scope of Services by Entity.

3.1.9.1 An Entity may choose to temporarily or permanently adjust the schedule, total hours worked, shift, number of staff needed or other conditions without the Consultant changing the hourly rate charged for service. If any changes are necessary, the Entity will advise the Consultant 30 days in advance.

3.1.9.2 In addition, total labor hours, deployment times and coverage area may be adjusted during contract period on holidays and/or special event time periods. Although the City observes nine legal holidays, service hours on holidays will be at the discretion of each Entity. The nine holidays are:

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day Following Thanksgiving
- Christmas Day

3.1.9.3 Shared Supervisor hours: When a supervisor is being shared by two entities, the acting supervisor shall primarily serve in the area of which require longer hours of service. The acting supervisor shall be on call and available to monitor and patrol the secondary area when necessary. Only the BID area/zones and NPF_CRA area/zones will share cost of one supervisor when the hours of operations overlap.

3.2 Scope of Services by Entity

3.2.1 Central Beach Area- Beach Business Improvement District (BID)

Fort Lauderdale Beach has changed significantly from relying on Spring Break as the primary economic engine to promoting family-friendly businesses, hotels, events and other activities. In an effort to maintain this image as a world-class family-friendly tourist destination, the Fort Lauderdale Beach Business Improvement District (BID) desires to sponsor an Ambassador Program to provide hospitality and security services for our beach visitors. The Beach Business Improvement District (BID) is an area comprised of hotels, restaurants and other commercial properties fronting State Road A1A, from Harbor Drive North to Sunrise Boulevard. The service area will be divided into two zones, with each zone being patrolled by an ambassador (see attached Exhibit A Central Beach Map). The primary focus of the ambassadors shall be on SR A1A, with periodic patrols in adjacent areas.

3.2.1.A. The Central Beach Ambassador Services shall follow program requirements listed under subsection 3.1 General Information/Intent.

3.2.1.B. Since the weekends are the busiest times of the week, the ambassador program will be staffed each Friday, Saturday and Sunday throughout the year including the following holidays:

- Spring Break - last week of February to first week in April (Mondays - Thursdays),
- December 15 – January 2 holiday period (Mondays -Thursdays),
- Martin Luther King Day (MLK),
- Memorial Day,
- July 4th
- Labor Day

3.2.1 C. The chart below represents the minimum staffing levels for the BID area/zones.

Beach Business Improvement District Service Operation Needs				
DAYS	SHIFT	HOURS	Number of Ambassadors	Number of Days
Friday	6:00PM – 4:00AM	10	2	52
Saturday	12:00PM – 4:00AM	16	2	52
Sunday	12:00PM – 8:00PM	8	2	52
Spring Break <i>Mondays - Thursdays</i>	12:00PM – 4:00AM	16	2	24
Dec. 15- Jan. 2 Holiday Period <i>Mondays - Thursdays</i>	12:00PM-8:00PM	8	2	10
Martin Luther King	12:00PM – 8:00PM	8	2	1
Memorial Day	12:00PM – 8:00PM	8	2	1
July 4th (if not on the weekend)	12:00PM – 12:00AM	12	2	1
Labor Day	12:00PM – 8:00PM	8	2	1

3.2.1.D. The BID requires (2) ambassadors and a supervisor.

3.2.1.E. The BID is seeking an estimated total of 2,268 labor hours annually, breakdown of hours below:

Ambassador, Friday Hours	10 X 52 days = 520 hours
Ambassador, Saturday Hours	16 X 52 days = 832 hours
Ambassador, Sunday Hours	8 X 52 days = 416 hours
Ambassador, Spring Break Hours	16 X 24 days = 384 hours
Ambassador, Dec. 15 – Jan. 2 Hours	8 X 10 days = 80 hours
Ambassador, Martin Luther King Day Hours	8 X 1 day = 8 hours
Ambassador, Memorial Day Hours	8 X 1 day = 8 hours
Ambassador, July 4 th (non-weekend) Hours	12 X 1 day = 12 hours
Ambassador, Labor Day Hours	8 X 1 day = 8 hours

3.2.1.F. Additional requirements include:

- attend an initial meeting with the Beach Business Improvement District Board upon initial award of contract;
- regularly attending the Beach Security Council meetings;
- provide quarterly presentation to the Beach Business Improvement District (BID) Board;
- ambassadors will inform public of Myfortlauderdalebeach.com for things to do and places to eat;

3.2.1.G. Shared Services between the BID and NPF-CRA:

Where supervisor hours overlap for the BID and NPF-CRA, both Entities will share the cost of one supervisor, otherwise, when there is no overlap, each entity will cover the full cost of a respective supervisor.

1) The BID and NPF-CRA will share estimated 948 overlapping supervisor hours, Chart below reflects the BID/NPF-CRA Overlap Supervisor Hours:

BID/NPF-CRA Overlap Supervisor Hours			
Days	Shift	Hours	Number of Days
Friday	6:00PM-8:00PM	2	52
Saturday	12:00PM-8:00PM	8	52
Sunday	12:00PM-5:00PM	5	52
Spring Break <i>Monday-Thursday</i>	12:00PM-4:00PM	4	24
Dec. 15 - Jan 2 <i>Monday-Thursday</i>	12:00PM-4:00PM	4	10
Martin Luther King	12:00PM-8:00PM	8	1
Memorial	12:00PM-8:00PM	8	1
July 4th <i>If not a weekend</i>	12:00PM-8:00PM	8	1
Labor Day	12:00PM-8:00PM	8	1

2) The estimated 948 shared supervisor hours calculation:

Ambassador, Friday Hours	2 X 52 days = 104 hours
Ambassador, Saturday Hours	8 X 52 days = 416 hours
Ambassador, Sunday Hours	5 X 52 days = 260 hours
Ambassador, Spring Break Hours	4 X 24 days = 96 hours
Ambassador, Dec 15- Jan 2 Hours	4 X 10 days = 40 hours
Ambassador, Martin Luther King Day Hours	8 X 1 day = 8 hours
Ambassador, Memorial Day Hours	8 X 1 day = 8 hours
Ambassador, July 4 th (non-weekend) Hours	8 X 1 day = 8 hours
Ambassador, Labor Day Hours	8 X 1 day = 8 hours

3) The BID and NPF-CRA will also share one vehicle as based on the needs of each entity. The BID will cover 42% of the total cost of one vehicle, and NPF-CRA will cover remaining 58%, breakdown of cost below:

- BID Total Hours: $2,268/5440= 42\%$ of vehicle cost
- NPF Total Hours: $3,172/5440= 58\%$ of vehicle cost

EXHIBIT A: Central Beach Map



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3.2.2 Northwest Progresso Area-Northwest Progresso Flagler Heights Community Redevelopment Area (NPF-CRA)

The NPF-CRA (see attached NPF CRA map) is in transition and in an effort to capitalize on the new investment in the area and the new housing and commercial activity occurring in the new CRA. As such we need an agency that can provide information and a sense of safety to our visitors and residents as we work to strengthen the image of this area as a safe, unique and vibrant place.

3.2.2.A. The ambassadors will work with the CRA and the City of Fort Lauderdale Police Department and will serve as our eyes on the street and as safety patrols for the community.

3.2.2.B. The NPF-CRA Ambassador Services shall follow program requirements listed under subsection 3.1 General Information/Intent.

3.2.2.C. In addition to uniforms the Ambassadors will at a minimum utilize the following equipment:

- 1) Cellular phones (1 per ambassador)
- 2) Two-way radios
- 3) Spare Battery packs
- 4) Mountain bikes, helmets, racks and locks (Police Package)

3.2.2. D. The chart below represents the minimum staffing levels for NPF-CRA area/zones.

Northwest Progresso Flagler Heights CRA Service Operation Needs				
Days	Shift	Hours	Number of Ambassadors	Number of Days
Monday	11:00AM - 8:00PM	9	4	52
Tuesday	11:00AM - 8:00PM	9	4	52
Wednesday	11:00AM - 8:00PM	9	4	52
Thursday	11:00AM - 8:00PM	9	4	52
Friday	11:00AM - 9:00PM	10	4	52
Saturday	11:00AM - 9:00PM	10	4	52
Sunday	12:00PM - 5:00PM	5	4	52

3.2.2.E. NPF-CRA requires four (4) ambassadors, one of which will serve as supervisor.

3.2.2.F. NPF-CRA Boundary Area:

- Historic Sistrunk: NW 7th Avenue West to 24th Avenue
- Progresso Village: NW 7 Avenue East to Andrews on the West
- Flagler Village: Andrews Avenue East to Federal Highway

3.2.2.G. Exhibit B NPF-CRA Map Description and Ambassador Needs:

- Historic Sistrunk– uncolored area requires two (2) ambassadors.
- Progresso Village- blue colored area requires one (1) ambassador.

- Flagler Village- orange colored area requires one (1) ambassador.

3.2.2.H. NPF-CRA is seeking an estimated total of 3,172 labor hours annually, breakdown of hours below:

Ambassador, Monday Hours	9 X 52 days = 468 hours
Ambassador, Tuesday Hours	9 X 52 days = 468 hours
Ambassador, Wednesday Hours	9 X 52 days = 468 hours
Ambassador, Thursday Hours	9 X 52 days = 468 hours
Ambassador, Friday Hours	10 X 52 days = 520 hours
Ambassador, Saturday Hours	10 X 52 days = 520 hours
Ambassador, Sunday Hours	5 X 52 days = 260 hours

3.2.2.I. Shared Services between NPF-CRA and BID:

Where supervisor hours overlap for NPF-CRA and the BID, both Entities will share the cost of one supervisor, otherwise, when there is no overlap, each Entity will cover the full cost of a respective supervisor.

- 1) NPF-CRA and the BID will share estimated 948 overlapping supervisor hours, Chart below reflects the BID/NPF-CRA Overlap Supervisor Hours:

NPF-CRA/BID Overlap Supervisor Hours			
Days	Shift	Hours	Number of Days
Friday	6:00PM-8:00PM	2	52
Saturday	12:00PM-8:00PM	8	52
Sunday	12:00PM-5:00PM	5	52
Spring Break <i>Monday-Thursday</i>	12:00PM-4:00PM	4	24
Dec. 15 - Jan 2 <i>Monday-Thursday</i>	12:00PM-4:00PM	4	10
Martin Luther King	12:00PM-8:00PM	8	1
Memorial	12:00PM-8:00PM	8	1
July 4th <i>If not a weekend</i>	12:00PM-8:00PM	8	1
Labor Day	12:00PM-8:00PM	8	1

- 2) The estimated 948 shared supervisor hours calculation:

Ambassador, Friday Hours	2 X 52 days = 104 hours
Ambassador, Saturday Hours	8 X 52 days = 416 hours
Ambassador, Sunday Hours	5 X 52 days = 260 hours
Ambassador, Spring Break Hours	4 X 24 days = 96 hours
Ambassador, Dec 15- Jan 2 Hours	4 X 10 days = 40 hours
Ambassador, Martin Luther King Day Hours	8 X 1 day = 8 hours
Ambassador, Memorial Day Hours	8 X 1 day = 8 hours
Ambassador, July 4 th (non-weekend) Hours	8 X 1 day = 8 hours
Ambassador, Labor Day Hours	8 X 1 day = 8 hours

3) NPF-CRA and the BID will also share one vehicle as based on the needs of each entity. NPF-CRA will cover 58% of the total cost of one vehicle, and the BID will cover remaining 42%, breakdown of cost below:

- NPF total hours: $3,172/5440 = 58\%$ of vehicle cost
- BID total hours: $2,268/5440 = 42\%$ of vehicle cost

EXHIBIT B: Northwest Progresso Flagler Heights CRA Map



3.2.3 Downtown-Downtown Development Authority (DDA)

The DDA (see attached DDA map) is a special taxing agency whose boundaries encompass a majority of Downtown Fort Lauderdale. DDA requires the Contractor to provide security and information services to the residents, local business and tourists in our area. This includes the following activities:

- 1) Promote a safe and welcoming environment for residents, employees and visitors.
- 2) Focus on high visibility areas in overall coverage zone, patrolling mainly by foot and bike during the day and night.
- 3) Serve as DDA’s “eyes and ears” on the street; communicate issues to DDA such as public safety hazards, major maintenance issues in public areas, real or perceived criminal activity, and positive interactions with the public.

3.2.3.A. The Ambassadors will work with the DDA, City of Fort Lauderdale Police Department, Park Rangers, and local business and property owners.

3.2.3.B. The Downtown Ambassador Services shall follow program requirements listed under section 3.1 General Information/Intent.

3.2.3.C. In addition to uniforms the Ambassadors will at a minimum utilize the following equipment:

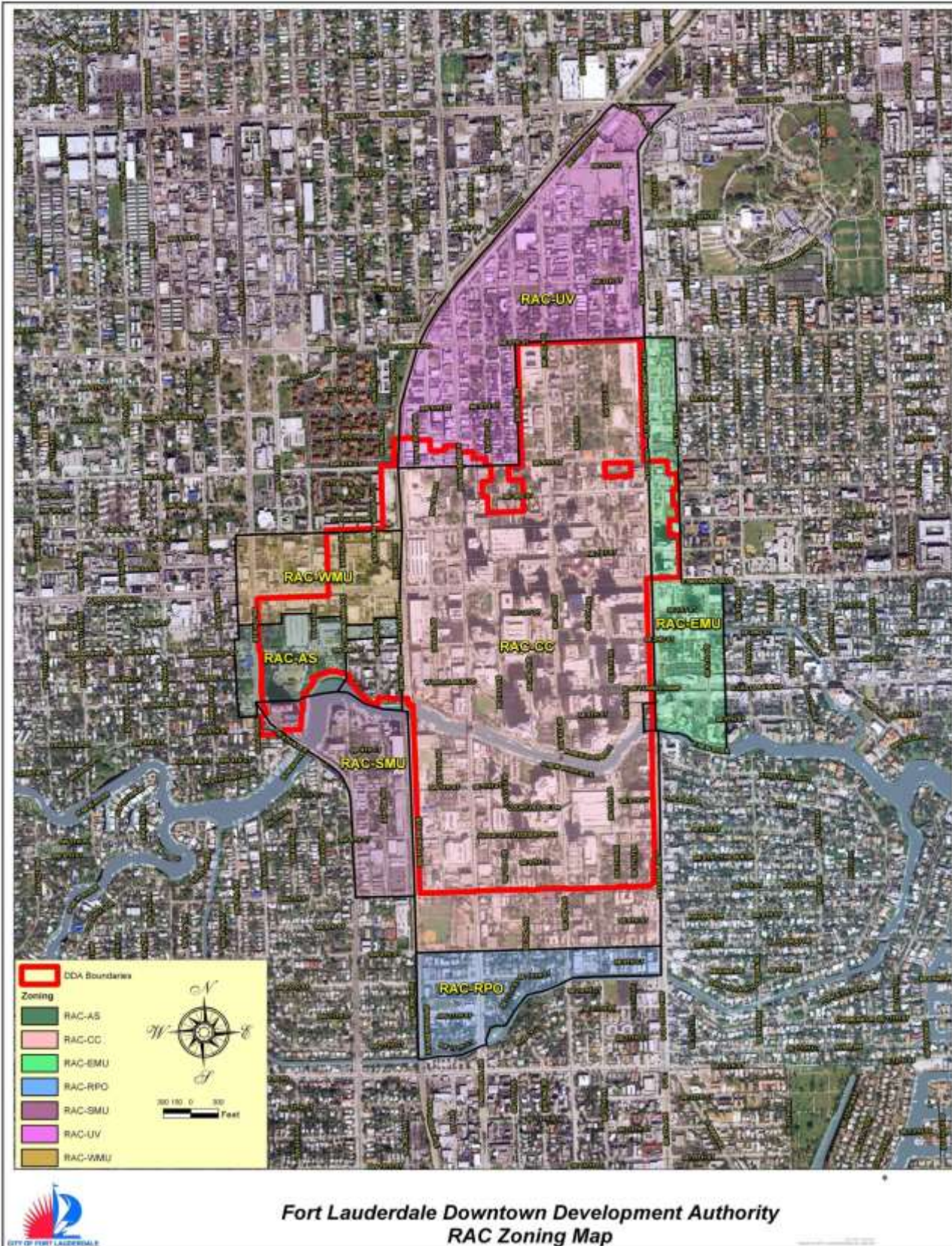
- 1) Cellular phones (1 per ambassador)
- 2) Two-way radios (4)
- 3) Spare battery packs
- 4) Mountain bike, helmets, racks and locks (3)
- 5) First Aid Kit (2)

3.2.3.D. DDA requires three (3) ambassadors for a total of 212 weekly hours, of which the supervisor shall serve 40 hours a week. The chart below represents the minimum staffing levels for the DDA area/zones.

Downtown Development Authority Service Operation Needs			
Days	Shift	Number of Ambassadors	Number of Days
Sunday	10:00AM - 10:00PM	3	52
Monday	10:00AM - 10:00PM	3	52
Tuesday	10:00AM - 10:00PM	3	52
Thursday	10:00AM - 10:00PM	3	52
Friday	9:00AM - 12:00AM	3	52
Saturday	9:00AM - 12:00AM	3	52

3.2.3.E. DDA is seeking an estimated total of 11,024 labor hours annually.

EXHIBIT C: Downtown Map



END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Although proposals are accepted ‘hard copy’, the City of Fort Lauderdale uses BidSync (www.bidsync.com) 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 BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. 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 BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer’s response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer’s response to the RFP purporting to require confidentiality of any portion of the Proposer’s response to the RFP, except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer’s response to the RFP constitutes a Trade Secret. The city’s determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city’s officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city’s treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

- 4.1.6** One original and one copy plus five electronic (Flash Drive) copies of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.
- 4.1.7** 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 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled Flash Drives in an envelope. Flash Drives should not be password protected and file should be one complete pdf. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

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

4.2.2 Executive Summary

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

4.2.3 Experience and Qualifications

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

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.5 References

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

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

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

4.2.6 Minority/Women (M/WBE) Participation

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

4.2.7 Subcontractors

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

4.2.8 Required Forms

a. Proposal Certification

Complete and attach the Proposal Certification provided herein.

b. 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. Local Business Preference (LBP)

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

e. 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.

f. 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.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City’s Formal solicitation process, requiring City Commission action, may be found at <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Office at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of two members of City Staff, or other persons selected by the City Manager or designee; and a representative from each of the three Entities: BID, NPF-CRA, and DDA. All committee members must be present 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 no less than three Proposals, assuming that three proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

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

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

5.2 Evaluation Criteria

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

5.2.2 Weighted Criteria

Understands the scope of the project	35%
References, past performance, years in business	35%
Total Project Cost	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Voluntary Withdrawal

An Entity reserves the right to withdraw from this proposal prior to award of contract and without affecting the remaining Entities.

5.4 Separate Agreements

The Contractor shall enter into separate contracts with each entity.

5.5 Contract Award

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

END OF SECTION

SECTION VI - COST PROPOSAL PAGE

Proposer Name: _____

6.1 Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

6.2 Cost to each Entity: Contractor must 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.

6.3 Contractor shall factor all cost associated with providing ambassador services in the final price for each entity, including requested items listed under sub-section 3.1. General Information/Intent.

6.4 Ambassador Cost by Entity: ESTIMATED ANNUAL HOURS

6.4.1 BID Area/Zones

- Ambassador, Regular Hours 2,268hrs X\$ _____/hr = _____ annually
- Supervisor, (non-shared) Hours 1,320hrs X\$ _____/hr = _____ annually

6.4.2 The NPF-CRA Area/Zones:

- Ambassador, Regular Hours 3,172hrs X\$ _____/hr = _____ annually
- Supervisor, (non-shared) Hours 2,224hrs X\$ _____/hr = _____ annually

6.4.3 DDA Areas/Zones:

- Ambassador, Regular Hours 11,024hrs X\$ _____/hr = _____ annually
- Supervisor, Regular Hours 2,080hrs X\$ _____/hr = _____ annually

6.5 Shared Services between the BID and NPF-CRA:

6.5.1 Shared Supervisor, Regular Hours 948hrs X\$ _____/hr = _____ annually

6.5.2 Shared Vehicle

- BID Portion 42% \$ _____
- NPF-CRA Portion 58% \$ _____ Cost \$ _____ annually

TOTAL COST \$ _____ ANNUALLY

Submitted by:

Name (printed)

Signature

Date

Title

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions 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.
- 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.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

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

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

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

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. 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 (2016), 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 (2016), 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 (2016), 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) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

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 person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

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 – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS:

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

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS:

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

presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

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

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and 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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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 DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

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:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, 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 TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to 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:
- Bidders 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, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 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:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. 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 its best interest as determined by the City, to cancel 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 directly related to this contract. The Contractor agrees to make available to the City Auditor or 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 should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their 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.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 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 them 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 him for 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.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from 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 its 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 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.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 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: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be 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 (2016), 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.

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.

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

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.

Please indicate which credit card payment you prefer:

_____ MasterCard

_____ Visa Card

Company Name: _____

Name (printed)

Signature

Date:

Title

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's 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-12-04, Sec.2-199.2. 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-12-04, Sec.2-199.2. 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-12-04, Sec.2-199.2. 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-12-04, Sec.2-199.2. 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-12-04, Sec.2-199.2. 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-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.
Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
NAME SIGNATURE DATE

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. 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**): _____

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE ____ WBE ____

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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. **If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.**

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

ADDENDUM NO. 1

RFP No. 12054-585
 TITLE: City Ambassador Program

ISSUED: October 3, 2017

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

1. Section 3.1.9.2 has been revised to add Independence Day for a total of 9 holidays as follows:

3.1.9.2 In addition, total labor hours, deployment times and coverage area may be adjusted during contract period on holidays and/or special event time periods. Although the City observes nine legal holidays, service hours on holidays will be at the discretion of each Entity. The nine holidays are:

1. New Year's Day
2. Martin Luther King's Birthday
3. Memorial Day
- 4. Independence Day**
5. Labor Day
6. Veterans Day
7. Thanksgiving Day
8. Day Following Thanksgiving
9. Christmas Day

2. Section 3.2.3.D is revised to include Wednesdays as follows:

3.2.3.D. DDA requires three (3) ambassadors for a total of 212 weekly hours, of which the supervisor shall serve 40 hours a week. The chart below represents the minimum staffing levels for the DDA area/zones.

Downtown Development Authority Service Operation Needs			
Days	Shift	Number of Ambassadors	Number of Days
Sunday	10:00AM - 10:00PM	3	52
Monday	10:00AM - 10:00PM	3	52
Tuesday	10:00AM - 10:00PM	3	52
Wednesday	10:00AM - 10:00PM	3	52
Thursday	10:00AM - 10:00PM	3	52
Friday	9:00AM - 12:00AM	3	52
Saturday	9:00AM - 12:00AM	3	52

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

ADDENDUM NO. 2

RFP No. 12054-585
TITLE: City Ambassador Program

ISSUED: October 18, 2017

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

1. The opening date has been changed to Tuesday, November 14, 2017.

This RFP is on hold until further notice. Another addendum will be forthcoming with revisions to the technical specifications and estimated quantities. A determination will be made at that time if another extension to the due date will be required.

AnnDebra Diaz, CPPB
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

ADDENDUM NO. 3

RFP No. 12054-585
TITLE: City Ambassador Program

ISSUED: November 1, 2017

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

1. Section 3.1.4, first paragraph is revised and shall now read:
“Ambassadors shall wear specially designed uniforms (same color for Exhibit B – the Northwest Progresso Flagler Height and Exhibit C - Downtown areas). The uniforms for Exhibit A – Central Beach shall be designed to reflect the festive nature of the beach environment. All uniforms shall use designated logos on all collateral materials, equipment and accessories. Required uniform, equipment and accessories for all Entities shall include but not be limited to the following:...”
2. Section 3.1.6.4 is added and shall now read:
“Selected consultant shall ensure all ambassadors and supervisors obtain a Class “D” Security Officer License prior to start of service, in addition to ensuring licenses are renewed when applicable and in a timely manner without disrupting service.”
3. Section 3.1.6.3 now includes new item # 2:
“submittal of Class “D” Security License proof, including renewal proof after (2) years for all personnel.”
4. Section 3.1.9.2 now includes the following legal holidays:
 1. New Year’s Day
 2. Martin Luther King’s Birthday
 3. Memorial Day
 4. Independence Day
 5. Labor Day
 6. Veterans Day
 7. Thanksgiving Day
 8. Day Following Thanksgiving
 9. Christmas Day
5. Section 3.2.1.C has been deleted in its entirety.
6. Section 3.2.1.D, Breakdown of hours has been deleted and shall now read:
“The BID is seeking an estimated total of 2,268 labor hours annually per ambassador.”
7. Section 3.2.2.D, Chart on minimum staffing levels has been removed in its entirety and shall now read:
“The BID is seeking an estimated total of 2,268 labor hours annually per ambassador.”

- 8. Section 3.2.2.G, Historic Sistrunk is revised and shall now read:
 - “Historic Sistrunk– uncolored area requires two (2) personnel, an ambassador and the supervisor.”
- 9. Section 3.2.2.2.H, Breakdown of hours has been deleted and show now read:

“NPF-CRA is seeking an estimated total of 3,172 labor hours annually, per ambassador.”
- 10. Section 3.2.3.D, Chart on DDA minimum staffing levels has been removed in its entirety and shall now read:

“DDA requires three (3) ambassadors for a total of 212 weekly hours, of which the supervisor shall serve 40 hours a week.”
- 11. Section 3.2.3.E, is revised and shall now read:

“DDA is seeking an estimated total of 11,024 labor hours annually.”
- 12. Section VI – Cost Proposal Page has been revised. Proposers shall use the revised page included with this addendum.
- 13. The opening date has changed to November 30, 2017.

All other terms, conditions and specifications remain unchanged.

AnnDebra Diaz, CPPB
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

SECTION VI - COST PROPOSAL PAGE - REVISED

Proposer Name: _____

6.1 Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

6.2 Cost to each Entity: Contractor must 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.

6.3 Contractor shall factor all cost associated with providing ambassador services in the final price for each entity, including requested items listed under sub-section 3.1. General Information/Intent.

6.4 Ambassador Cost by Entity: ESTIMATED ANNUAL HOURS

6.4.1 BID Area/Zones

- Ambassadors, Regular Hours 4,536 hrs X \$ _____/hr = _____ annually
- Supervisor, (non-shared) Hours 1,320 hrs X \$ _____/hr = _____ annually

6.4.2 The NPF-CRA Area/Zones:

- Ambassadors, Regular Hours 9,516 hrs X \$ _____/hr = _____ annually
- Supervisor, (non-shared) Hours 2,224 hrs X \$ _____/hr = _____ annually

6.4.3 DDA Areas/Zones:

- Ambassadors, Regular Hours 8,944 hrs X \$ _____/hr = _____ annually
- Supervisor, Regular Hours 2,080 hrs X \$ _____/hr = _____ annually

6.5 Shared Services between the BID and NPF-CRA:

6.5.1 Shared Supervisor, Regular Hours 948 total hours breakdown:

- **BID** 474 hrs X \$ _____/hr = _____ annually
- **NPF-CRA** 474 hrs X \$ _____/hr = _____ annually

6.5.2 Shared Vehicle between the BID and NPF-CRA:

- BID Portion 42% \$ _____
- NPF-CRA Portion 58% \$ _____ Cost \$ _____ annually

TOTAL COST \$ _____ ANNUALLY

Submitted by:

Name (printed)

Signature

Date

Title

Question and Answers for Bid #12054-585 - City Ambassador Program

Overall Bid Questions

Question 1

Who is the current incumbent? (Submitted: Sep 13, 2017 3:26:58 PM EDT)

Answer

- We do not have an incumbent. This is the first year for this service. (Answered: Sep 13, 2017 4:38:04 PM EDT)

Question 2

When was the current incumbent awarded the contract? (Submitted: Sep 13, 2017 3:27:11 PM EDT)

Answer

- See above. (Answered: Sep 13, 2017 4:38:04 PM EDT)

Question 3

What is the estimated usage (number of annual hours) of prior contract? (Submitted: Sep 13, 2017 3:27:28 PM EDT)

Answer

- See above. (Answered: Sep 13, 2017 4:38:04 PM EDT)

Question 4

What is the estimated total number of annual hours for this contract? (Submitted: Sep 13, 2017 3:27:40 PM EDT)

Answer

- Total number of hours depend on specific area needs, these areas are:

Business Improvement District (BID)

Northwest Community Redevelopment Agency (NW-CRA)

Downtown Development Agency (DDA)

Please refer to section 3.2 Scope of Services by Entity for estimate total number of labor hours. (Answered: Sep 13, 2017 4:38:04 PM EDT)

Question 5

What is the current bill rate? (Submitted: Sep 13, 2017 3:27:48 PM EDT)

Answer

- See above (Answered: Sep 13, 2017 4:38:04 PM EDT)

Question 6

What is the current pay rate? (Submitted: Sep 13, 2017 3:27:54 PM EDT)

Answer

- See above (Answered: Sep 13, 2017 4:38:04 PM EDT)

Question 7

What was the contract amount spent last year? (Submitted: Sep 13, 2017 3:28:04 PM EDT)

Answer

- See above (Answered: Sep 13, 2017 4:38:04 PM EDT)

Question 8

Are there any additional services that may be needed that are not listed in the RFP? (Submitted: Sep 13, 2017 3:28:19 PM EDT)

Answer

- No (Answered: Sep 13, 2017 4:38:04 PM EDT)

Question 9

How many bicycles are needed and/or being used? (Submitted: Sep 13, 2017 3:28:42 PM EDT)

Answer

- One per ambassador on duty. (Answered: Sep 13, 2017 4:38:04 PM EDT)

Question 10

Based on section 3.2 Scope of services, in the spread sheet portion there is number of ambassador per entity, and the total hours calculation per entity is based on 1 ambassador. Should this amount be multiplied by the amount of ambassador per entity in order to get weekly/annually total costs? (Submitted: Sep 26, 2017 12:39:14 PM EDT)

Answer

- Bidder must provide hourly rate of (1) ambassador and (1) supervisor in order to calculate annual cost per entity. The BID and NPF-CRA provide the estimate total labor hours annually, see sub-sections 3.2.1.E and 3.2.2.H. Bidder

must also keep in mind that the BID and NPF-CRA will share a supervisor when hours of labor overlap, see sections 3.2.1.G and 3.2.2.I.

Note on DDA, although provide estimate total annual labor hours (section 3.2.3.E) of 11,024 ; DDA requires 212 weekly hours (sub section 3.2.3.D.) (Answered: Sep 27, 2017 4:08:15 PM EDT)

Question 11

In section 3.1.4 - just to be clear these position are unarmed correct and the "vest" that listed as required gear are traffic vest? (Submitted: Sep 26, 2017 12:54:03 PM EDT)

Answer

- Yes, position are unarmed and yes on traffic vest. (Answered: Sep 27, 2017 4:08:15 PM EDT)

Question 12

In section 3.1.4 6) Hybrid Mountain Bike, does it refer to a specific type of bikes (electric), or will the regular patrol Mountain Bike will be sufficient? (Submitted: Sep 28, 2017 5:43:52 PM EDT)

Answer

- Regular patrol Mountain Bike will suffice. (Answered: Sep 29, 2017 12:51:51 PM EDT)

Question 13

About the holiday section, will the contract required to observed and pay for the 9 holidays outlined in the RFP, or will the customary practice of the contractor suffice? (Submitted: Oct 2, 2017 4:23:46 PM EDT)

Answer

- If we understand your question, the nine holidays are the some of the busiest days and service will be expected as according to the needs of each area. Please keep that in mind when submitting bids. (Answered: Oct 3, 2017 1:06:01 PM EDT)

Question 14

Are Contractors required to pay "holiday pay" for the hours worked on the 9 holidays? If so is the cost beilled separate or should it be included in the hourly bill rate? (Submitted: Nov 2, 2017 5:40:20 PM EDT)

Answer

- Section 5.14 of the solicitation the Contractor is required to observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract. That would include all applicable labor and employment law and regulations. The CRA does not impose additional requirements on the contractor and its relationship with its employees that is not expressly provided in this solicitation. (Answered: Nov 3, 2017 1:21:57 PM EDT)

Question 15

Does the City of Fort Lauderdale have a living wage ord. for this contract? If so can you please provide the current wage level and any anticipated increases in the coming year. (Submitted: Nov 2, 2017 7:57:43 PM EDT)

Answer

- The City does not have a living wage ordinance. (Answered: Nov 3, 2017 9:28:20 AM EDT)

Question 16

Will our vehicle be given a City of Fort Lauderdale permit to park at city parking lots and / or meters? (Submitted: Nov 5, 2017 6:24:49 AM EST)

Answer

- The City's Transportation and Mobility Department charges an annual fee of \$350/per vehicle for a

parking permit. Permit will only be good at metered parking located within (on-street, lots and garages) Northwest CRA area and Central Beach's Beach Improvement District area. The bidders should incorporate this cost in their fee structure.

Note, the permit fee may increase due to increased parking rates as results of any parking study done by the City, however the rate will remain locked in for the year permit is dated. (Answered: Nov 13, 2017 8:39:33 AM EST)

- Correction the correct amount of the parking permit will be \$572.40 per year. (Answered: Nov 14, 2017 4:03:24 PM EST)

Question 17

Workmen's Compensation insurance for security guards on bikes is rather steep. I understand that the Fort Lauderdale Police Department and BSO have certification programs for their officers who ride bikes. Will the ambassadors go through that or similar bicycle certification program? It could help mitigate the premium for Workmens Comp. (Submitted: Nov 5, 2017 6:31:23 AM EST)

Answer

- This is not a requirement. (Answered: Nov 6, 2017 10:52:34 AM EST)

Question 18

Is there an expected start date? (Submitted: Nov 5, 2017 9:42:33 AM EST)

Answer

- No. We anticipate an expected start date in the latter half of February pending City Commission approval. (Answered: Nov 6, 2017 10:57:46 AM EST)

Question 19

Does the City give preference to Veterans Administration verified Service Disabled Veteran Owned Small Businesses (SDVOSB)? (Submitted: Nov 7, 2017 4:28:40 AM EST)

Answer

- No. We have Minority/Women (M/WBE) Participation and Local Business Preference. (Answered: Nov 7, 2017 2:18:40 PM EST)

Question 20

There are 10 Federal holidays per year. The City lists 9 holidays, one of which is not a Federal holiday. Am I correct in assuming that President's Day and Columbus Day are not considered holidays in the City and therefore exempt from holiday pay? (Submitted: Nov 9, 2017 5:51:13 AM EST)

Answer

- City holidays are not the same as Federal holidays. (Answered: Nov 13, 2017 1:18:20 PM EST)