



CITY MANAGER'S OFFICE

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 11 | Revision Date: 07/02/2025

11

SECTION 1 | SUMMARY INFORMATION

Date: 11/6/2025

Agenda Item Commission Memo Letter (to external agency) Other Document

Document Title/Purpose: Service Agreement - Facilities Condition Assessment with Geodatabase - (RFP 243-5; ROTH IAMS LLC)

Commission Meeting Date: 11/4/2025 CAM #: 25-0779 Item #: CP-1

CAM attached: Yes No Action Summary Attached: Yes No CIP FUNDED: Yes No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: Router Name: Ext:

Department: Procurement Router Name: Matthew Eaton Ext: 5141

Department Approval (Director/Chief): Name: Glenn Marcos Init.: gm Date: 11/4/25

\*Return Document To: Matthew Eaton Department: Procurement Ext: 5141

\*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.

Scan Date: Attach Certified Resolution #: Original form route to CAO: Yes No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required Yes No

Is the attached Granicus document final? Yes No Number of Originals Attached: 1

Attorney's Name: Patricia SaintVil-Joseph Approved as to Form: Yes No Initials: PSJ

Route to: Finance (if applicable) Date: Route to: CCO Date:

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: Number of Originals: 1

Route to CMO Date: 11/07/25 Route to Mayor Date:

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: NOV 37 Date Received: 11/10/25 Received From: Procurement

To CM/ACM: R. Williams C. Cooper Y. Matthews B. Rogers

Approved Init.: [Signature] for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: Comments:

Executive Assistant Route to CCO Date: 11/12/25

**SERVICE AGREEMENT FOR  
FACILITIES CONDITION ASSESSMENT  
WITH GEODATABASE**

THIS SERVICE AGREEMENT for facilities condition assessment for the City of Fort Lauderdale ("Agreement"), made this 12<sup>th</sup> day of November, 2025 ("Effective Date"), is by and between the **City of Fort Lauderdale**, a Florida municipality ("City"), with its principal address located at 101 NE 3<sup>rd</sup> Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and **ROTH IAMS LLC**, a Delaware limited liability company authorized to conduct business in the State of Florida ("Contractor") with its principal address located at 800 - 360 Central Avenue, St. Petersburg, Florida 33701; Email: bill.roth@rothiams.com; Phone: (813) 379-9345, (individually, "Party" and collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposals Event No. 245-3 - Facilities Condition Assessment, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, ("RFP" or "**Exhibit A**").
- (2) The Contractor's response to the RFP, dated April 29, 2024, ("**Exhibit B**"), except that any language contained in Exhibit B suggesting that any part of Exhibit B is confidential is deleted by this reference.
- (3) The Contractor's Best and Final Offer ("**Exhibit C**").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated November 12<sup>th</sup>, 2025 and any attachments.
- B. Second, Exhibit C.
- C. Third, Exhibit A.
- D. Fourth, Exhibit B.

## **II. SCOPE**

The Contractor shall facilities condition assessments for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications outlined in the RFP (the "Work"):

Unless otherwise specified herein, the Contractor shall perform all Work under the general direction of the City as set forth in the Contract Documents. The Parties agree that the Scope of Services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

## **III. TERM OF AGREEMENT**

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

## **IV. COMPENSATION**

The Contractor agrees to provide the services, materials, or both, as specified in the Contract Documents at the cost specified in Exhibit B and Exhibit C. It is acknowledged and agreed by Contractor that the amount listed in Exhibit B and Exhibit C is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

## **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit proper invoices for compensation only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the full and complete performance of the services required under this Agreement. Invoices shall designate and describe the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## **VI. GENERAL CONDITIONS**

### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's representatives, employees, volunteers, elected and appointed officials, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### **B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being

subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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.

**C. Termination for Cause**

The City may terminate this Agreement for cause if the Contractor has not corrected the breach within ten (10) days after written notice from the City. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

### **E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

### **F. Insurance**

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

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

#### **Commercial General Liability**

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

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

## Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

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

### Professional Liability

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

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

### Business Automobile Liability

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

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

### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2025). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

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

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

Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall

be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

#### **G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees,

agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### **H. Standard of Care**

Contractor represents that it is qualified to perform the Work, that Contractor and subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

#### **I. Rights in Documents and Work**

Upon the City's approval of the Contractor's completed Facility Condition Assessment (FCA) work and timely receipt and approval of all invoices as outlined in this Agreement, all materials produced or provided under this Agreement, including but not limited to assessment reports, photographs, inspection notes, survey results, raw and processed data, and related documents, shall become the sole property of the City. The Contractor waives any copyright or intellectual property claims to these materials.

##### **Ownership and Delivery of Facility Condition Assessment Data**

For the purposes of this Agreement, "data" refers to all digital and physical information generated during the Facility Condition Assessment (FCA), including but not limited to:

1. Building system ratings and deficiencies;
2. Cost estimates and lifecycle projections;
3. Asset inventory and condition scores; and
4. Geospatial data, tabular datasets, and metadata.

All data must be delivered in open, non-proprietary, machine-readable formats agreeable by both parties (e.g., CSV, XLSX, JSON, XML, GeoJSON), structured to support ingestion by systems GIS platforms, CMMS, or capital planning tools. Data must include:

- Unique identifiers linking each file to its associated facility, asset, or transaction.
- Embedded metadata (e.g., facility name, asset ID, assessment date,

document type).

- A structured index or manifest listing all files and their relationships.
- Folder hierarchy and naming conventions that reflect parent project or asset relationships.

Any and all reports, photographs, surveys, and other data and documents specifically prepared for and delivered to the City in connection with this Agreement ("Deliverables") shall become the property of the City upon full payment to Contractor.

Notwithstanding the foregoing, Contractor retains all right, title, and interest in and to all pre-existing or proprietary materials, templates, software (including SLAM CAP), methodologies, know-how, and intellectual property ("Contractor IP") used in the performance of the Work. Contractor grants the City a non-exclusive, non-transferable, royalty-free, perpetual license to own, use, reproduce, and distribute the Deliverables solely for its internal use and purposes related to this Agreement.

In the event of termination of this Agreement by either party, the Contractor shall deliver all FCA-related materials, whether complete or in progress, to the City's Contract Administrator within seven (7) calendar days. The City reserves the right to withhold any outstanding payments until all required materials have been received in full and in the specified formats.

#### **J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2025), as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida

public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

#### **K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2025), as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2025), as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

#### **L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. 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 City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment.

including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

**O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed

a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of

contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2025), as may be amended or revised.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial

Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

#### **V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

#### **W. Prior Agreements**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

#### **X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

## **Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

## **Z. 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:

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

## **AA. Scrutinized Companies**

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of

Section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel.

**BB. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, 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.

**CC. Non-Discrimination**

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2025), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**DD. E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has

knowingly violated Section 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2025), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2025), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2025), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section DD., including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

**EE. Notices**

Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight or express delivery courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

AS TO CITY:

Rickelle Williams  
City Manager  
City Fort Lauderdale  
101 NE 3<sup>rd</sup> Ave, Suite 2100  
Fort Lauderdale, FL 33301

With a copy to: D'Wayne M. Spence  
Interim City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd., Suite 1320  
Fort Lauderdale, Florida 33301

FOR CONTRACTOR: William Roth  
Manager  
ROTH IAMS LLC  
800 - 360 Central Avenue  
St. Petersburg, Florida 33701

**FF. Anti-Human Trafficking**

As a condition precedent to the effectiveness of this Agreement, the CONTRACTOR shall provide the City with an affidavit on a form approved by the City and signed by an officer or a representative of the CONTRACTOR under penalty of perjury attesting that the CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

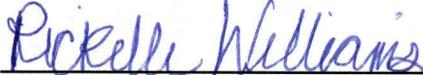
CITY

CITY OF FORT LAUDERDALE, a  
Florida municipality

ATTEST:

  
\_\_\_\_\_  
David R. Soloman, City Clerk



By:   
\_\_\_\_\_  
Rickelle Williams  
City Manager

Date: 11/12/25

Approved as to form and correctness:  
D'Wayne M. Spence, Interim City Attorney

By:   
\_\_\_\_\_  
Patricia Saint-Vil-Joseph  
Assistant City Attorney



2.0/41/71

*[Faint handwritten signature]*

**CONTRACTOR**

**ROTH IAMS LLC**, a Delaware limited liability company authorized to conduct business in the State of Florida.

WITNESSES:

[Signature]  
Signature

Lexania Carmona  
Print Name

[Signature]  
Signature

Julie Roth  
Print Name

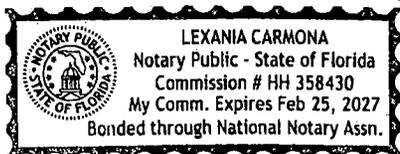
By: [Signature]  
**William Roth, Manager**

(CORPORATE SEAL)

STATE OF Florida :  
COUNTY OF Manatee :

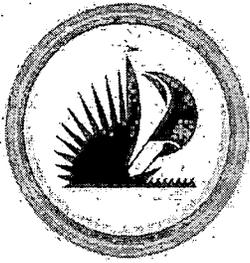
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2<sup>nd</sup> day of Nov, 2025, by **William Roth**, as **Manager** for **ROTH IAMS LLC**, a Delaware limited liability company authorized to conduct business in the State of Florida.

(NOTARY SEAL)



[Signature]  
Notary Public, State of Florida  
(Signature of Notary Public)  
Lexania Carmona  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known      OR Produced Identification   x    
Type of Identification Produced   DL  FL



**Event # 243-5**

**Name:** Facilities Condition Assessment

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

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

**Buyer:** ROSE, HEATHER

**Status:** Pending Award

**Event Type:** RFP

**Currency:** USD

**Sealed Bid:** Yes

**Respond To All Lines:** Yes

**Q & A Allowed:** Yes

**Number Of Amendments:** 5

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

**Event Dates**

**Preview:**

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

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

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

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

**Dispute Close:**

**Questions**

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

## Event # 243-5: Facilities Condition Assessment

### Attachments

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

### Contacts

Name	Email Address
HEATHER ROSE	hrose@fortlauderdale.gov

### Commodity Codes

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

### Line Details

#### Line 1: Complete Facilities Condition Assessment with Geodatabase

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

## Event # 243-5: Facilities Condition Assessment

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

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

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

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

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

**Quantity:** 1.0000

**Unit of Measure:** JA

**Requested Delivery Date:** 04/29/2024

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

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

### 1.2 Point of Contact

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

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

### 1.3 Pre-proposal Conference

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

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

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

### 1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

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



### **CONTRACT PAYMENT METHOD**

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

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

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

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

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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

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

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

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

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

The Contract shall include provisions for the following:

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



**NON-COLLUSION STATEMENT**

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

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

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

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

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

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

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

**NAME**

**RELATIONSHIPS**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date

## Revised City Facilities List

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

## Revised City Facilities List

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

## Revised City Facilities List

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

## Revised City Facilities List

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

## City Facilities List

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

## City Facilities List

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

## City Facilities List

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

## City Facilities List

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

**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**

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

**5.3 Contract Award**

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

*END OF SECTION*

## SECTION V – EVALUATION AND AWARD

### 5.1 Evaluation Procedure

#### 5.1.1 Bid/Proposal Tabulations/Intent to Award

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

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

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

- 5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.
- 5.1.3 The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.
- 5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.
- 5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

This form must be completed and returned with your proposal.

**H. Sample Insurance Certificate**

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

**I. W-9 for Proposing Firm**

This form must be completed and returned with your proposal.

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

Provide PDF of current page with your proposal.

**K. Affidavit of Compliance with Foreign Entity Laws**

*END OF SECTION*

resources you offer for the project.

#### **4.2.5 References**

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

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

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

#### **4.2.6 Minority/Women (M/WBE) Participation**

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

#### **4.2.7 Subcontractors**

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

#### **4.2.8 Required Forms**

##### **A. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

##### **B. Non-Collusion Statement**

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

##### **C. Non-Discrimination Certification Form**

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

##### **D. Local Business Preference (LBP)**

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

##### **E. Disadvantaged Business Enterprise Preference (DBEP)**

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

##### **F. Contract Payment Method**

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

##### **G. E-Verify Affirmation Statement**

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

#### **4.2.1 Table of Contents**

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

#### **4.2.2 Executive Summary**

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

#### **4.2.3 Experience and Qualifications**

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

#### **4.2.4 Approach to Scope of Work**

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

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

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

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

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

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

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

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

#### **4.2 Contents of the Proposal**

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

## SECTION IV – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed 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

### **3.7 CONFORMANCE WITH LAWS**

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

*END OF SECTION*

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

### **3.3 REPORTS**

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

- 3.3.1** The Consultant shall submit fifty percent (50%). This submittal shall be provided at 90 days of the Notice-to-Proceed and shall be a synopsis of work completed to date. The report shall provide the City with the framework for the study and a sense for direction and workflow.
- 3.3.2** The Consultant shall submit seventy-five percent (75%). This submittal shall be complete within 180 days of the Notice-to-Proceed and shall be considered the draft report. Thirty (30) days will be allowed for the City review and comments. At this stage, the Consultant shall advise the City of any more in-depth investigation needed, including destructive testing to facilitate the evaluation. The Consultant will be given instruction by the project manager to proceed with the next submission.
- 3.3.3** The Contractor shall submit one hundred percent (100%). This submittal shall be in near complete form and shall be provided within forty-five (45) days of receipt of comments on the seventy five percent (75%) submittal from the City. After review of the one hundred percent (100%) submission, the Consultant will be given instructions by the project manager to proceed with final submission.
- 3.3.4** The City also requires the Consultant to provide a comprehensive electronic geodatabase of FCA data and information that can be used for facility asset management, maintenance, repair, and capital renewal planning outlined in 3.1.12.3. The City will provide geodatabase requirements and detailed expectations during meetings conducted by consultant; these requirements may potentially include indoor mapping technology. This database will be the primary tool for collecting and updating data, preparing cost estimates, generating individual facility reports and cost estimates, and developing the overall capital renewal program.

### **3.4 PROJECT SAFETY**

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

### **3.5 KEY PERSONNEL**

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

### **3.6 LICENSING, ACCREDITATION AND REGISTRATION**

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

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

**3.1.13.5 Other Building Construction**

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

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

**3.1.13.6 Building Site Improvements**

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

**3.1.13.7 Safety and Security**

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

**3.1.13.8 Access Control**

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

**3.1.13.9 Hazardous Materials**

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

**3.1.13.10 Exterior Site Components**

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

**3.1.13.11 Memorial Site Components**

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

**3.2 INITIAL MEETING**

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

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

### **3.1.13 Component Elements**

#### **3.1.13.1 Substructure**

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

#### **3.1.13.2 Core and Shell**

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

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

#### **3.1.13.3 Interiors**

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

#### **3.1.13.4 Building Equipment and Systems**

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

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

### **3.1.12 Initial Assessment**

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

## SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 3.1 SCOPE

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

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

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

**2.45 Service Organization Controls- N/A**

**2.46 Warranties of Usage**

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

**2.47 PCI (Payment Card Industry) Compliance**

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

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

*END OF SECTION*

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

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

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

**2.40 Substitution of Personnel**

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

**2.41 Ownership of Work**

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

**2.42 Condition of Trade-In Equipment – N/A**

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

**2.44 Verification of Employment Status**

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

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

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

**2.32 Canadian Companies**

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

**2.33 News Releases/Publicity**

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

**2.34 Manufacturer/Brand/Model Specific Request**

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

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

**2.36 Cost Adjustments – N/A**

**2.37 Service Test Period**

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

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

**2.38 Contract Coordinator**

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

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

**2.39 Contractor Performance Reviews and Ratings**

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

**2.27 Award of Contract**

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

**2.28 Unauthorized Work**

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

**2.29 Damage to Public or Private Property**

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

**2.30 Safety**

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

**2.31 Uncontrollable Circumstances ("Force Majeure")**

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

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

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

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

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

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

The Certificate Holder should read as follows:

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

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

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

**Professional Liability**

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

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

**Business Automobile Liability**

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

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

**Workers' Compensation and Employer's Liability**

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

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

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

**2.26.4 Insurance Certificate Requirements**

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

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

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

**2.24 Proposal Security – N/A**

**2.25 Payment and Performance Bond N/A**

**2.25 Insurance Requirements**

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

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

**2.26.3** The following insurance policies and coverages are required:

**Commercial General Liability**

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

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

Policy must include coverage for contractual liability and independent contractors.

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

## **2.21 Protest Procedure**

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

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

**2.21.2** The complete protest ordinance may be found on the city's web site at the following link:  
[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD ARTVFI DIV2PR S2-182DIREPRAWINAW](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

## **2.22 Public Entity Crimes**

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

## **2.23 Subcontractors**

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

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

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

## **2.20 Disadvantaged Business Enterprise Preference**

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

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

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

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

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

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

### **2.20.5 Definitions**

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

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

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

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

## **2.18 Lobbying Activities**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

## **2.19 Local Business Preference**

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

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

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

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

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

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodetid=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodetid=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR)

## **2.19.5 Definitions**

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

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

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

**2.13 Non-Exclusive Contract**

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

**2.14 Sample Contract Agreement**

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

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

**2.15 Responsiveness**

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

**2.16 Responsibility**

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

**2.17 Minimum Qualifications**

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

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

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

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

**2.8 Related Expenses/Travel Expenses**

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

**2.9 Payment Method**

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

**2.10 Mistakes**

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

**2.11 Acceptance of Proposals / Minor Irregularities**

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

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

**2.12 Modification of Services**

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

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

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

## **SECTION II - SPECIAL TERMS AND CONDITIONS**

### **2.1 General Conditions**

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

### **2.2 Addenda, Changes, and Interpretations**

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

### **2.3 Changes and Alterations**

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

### **2.4 Proposer's Costs**

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

### **2.5 Pricing/Delivery**

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

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

### **2.6 Price Validity**

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

### **2.7 Invoices/Payment**

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

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

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

#### **1.5 Electronic Bid Openings/Proposal Closings**

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

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

*END OF SECTION*



## **LOCAL BUSINESS PREFERENCE**

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

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

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

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

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

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

**[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD ARTVFI DIV2PR S2-186LOBUPRPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)**

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

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1) \_\_\_\_\_ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(2) \_\_\_\_\_ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(3) \_\_\_\_\_ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

(4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(6) \_\_\_\_\_ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME SIGNATURE DATE



## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

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

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

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

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

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

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

### **Definitions**

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

**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT**

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

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

Business Name

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

Business Name

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

Business Name

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

Business Name

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

Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME SIGNATURE DATE

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No: \_\_\_\_\_

Project Description: \_\_\_\_\_

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

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

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

Contractor/Proposer/ Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Entity: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

Notary Public Signature: \_\_\_\_\_

(Notary Seal)

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION**

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

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

Company: (Legal Registration) \_\_\_\_\_ EIN (Optional): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Total Bid Discount (section 1.05 of General Conditions): \_\_\_\_\_

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

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

<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.

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

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## REFERENCES

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

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

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

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

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

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

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

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

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**

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

**1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

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

**Part II DEFINITIONS/ORDER OF PRECEDENCE:**

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

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

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

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

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

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

**PROPOSAL** – a proposal received in response to an RFP.

**BIDDER** – Person or firm submitting a Bid.

**PROPOSER** – Person or firm submitting a Proposal.

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

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

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

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

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

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

**CONSULTANT** – A firm providing professional services for the city.

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

**PART III BIDDING AND AWARD PROCEDURES:**

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

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

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

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

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:  
[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr)

#### **PART IV BONDS AND INSURANCE**

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

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

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

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

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

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

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

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**Executive Summary Report**  
**of**  
**Event: 243-5 - Facilities Condition Assessment**

**Buyer:** HEATHER ROSE

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

**Suppliers Notified:** 48

**Notified Suppliers 1  
 Responding:**

**All Suppliers 2  
 Responding:**

**Suppliers Responding**

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

**Event Lines And Responses**

continued...

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

**Responses**

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

**Header Questions And Responses**

**QUESTION**

Did you complete the attached required documents and attach?

**Question Responses**

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

continued...

QUESTION

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

**Question Responses**

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

**Contacts**

Name	Email
HEATHER ROSE	hrrose@fortlauderdale.gov

**Q And A**

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

continued...

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

continued...

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

continued...

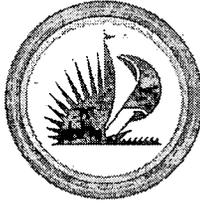
Supplier	Question	Answer
Roth IAMS LLC	Section 3.3.4 – Can the City please provide details of the potential indoor mapping required? It is impossible to provide an estimated fee to complete this work without more details of the specific expectation.	Required indoor mapping will be limited to approximately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

continued...

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

continued...

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



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
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## **ADDENDUM**

**RFP No. 243**

**TITLE: Facilities Condition Assessment**

**ISSUED: 4/23/2024**

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

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

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

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

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

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

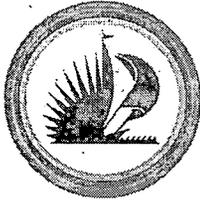
**Answer - Each report must follow the percentage guidelines Section of 3.3.**

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

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

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

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



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
954-828-5933 • Fax 954-828-5576 • [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

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

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

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

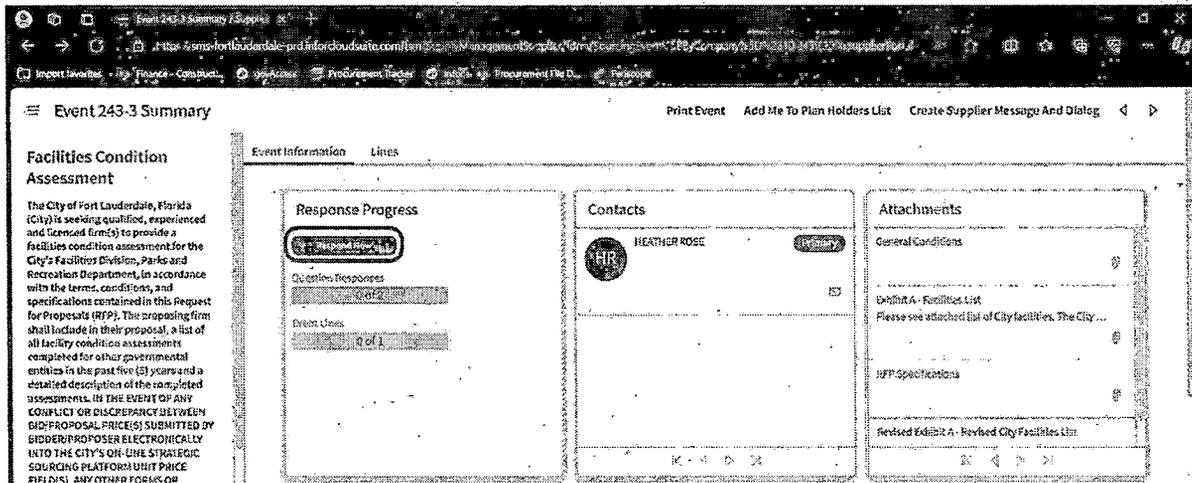
**Answer – The unit of measure 'JA' is defined as Job. Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.**

Company Name: \_\_\_\_\_  
(please print)

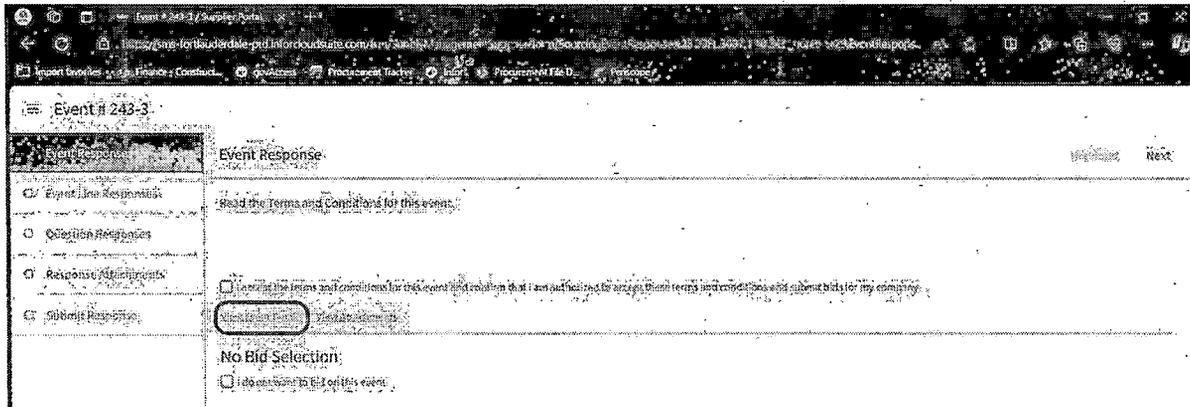
Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

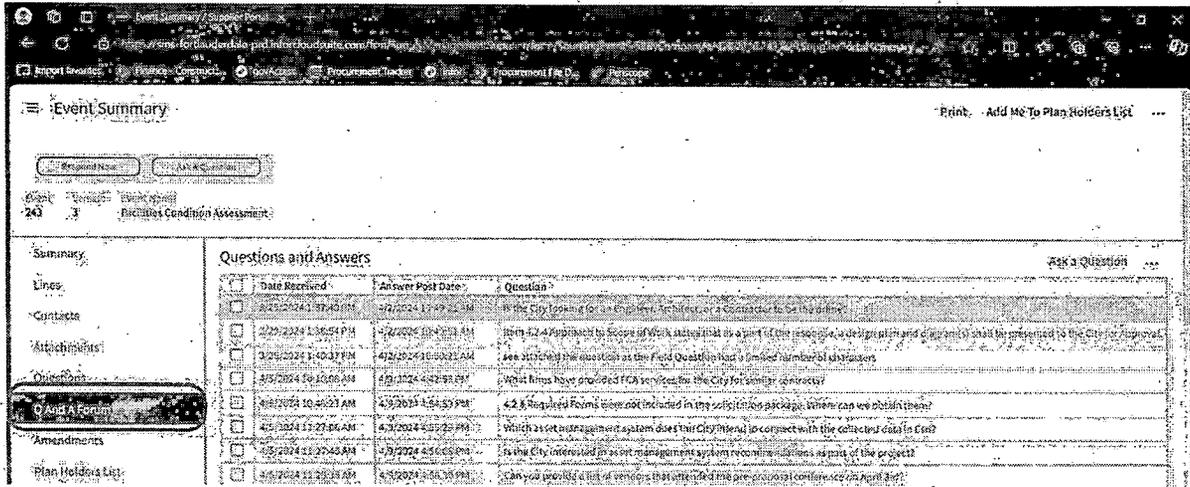
**STEP 1. Open Event > select Respond Now**



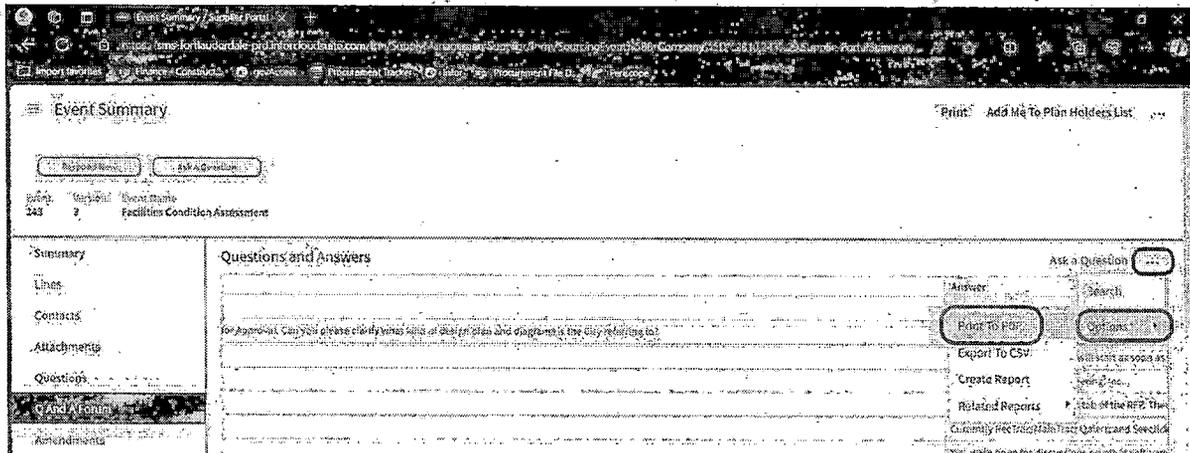
**STEP 2. Select View Event Details**



**STEP 3. Select Q and A Forum**



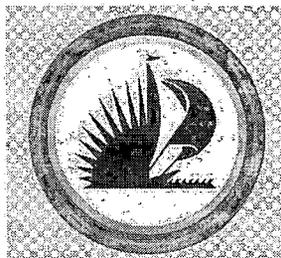
**STEP 4. Select the 3 dots on the Questions and Answers card > select Options > select Print To PDF > Print**



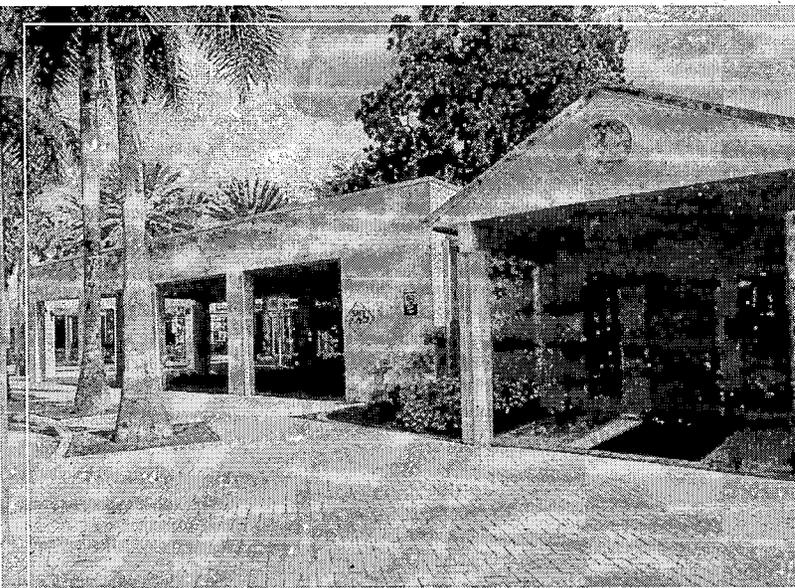
## Amendments To This Event (5,000 row record limit)

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



## **City of Fort Lauderdale**



**Submission to**

**The City of Fort Lauderdale**

**Request for Proposal (RFP) for  
Facilities Condition Assessment**

**RFP Event No. 243**

**May 1, 2024**

**Roth IAMS LLC.**  
800-360 Central Avenue, St. Petersburg, FL, USA 33701  
[www.rothiams.com](http://www.rothiams.com)  
Proposal No. P24019

**Roth** **TAMS**

Integrated Asset Management Strategies



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**APPENDICES**

**Appendix 1 – List of Assessment Projects**

**Appendix 2 – Proposed Schedule**

**Appendix 3 – SLAM CAP Screenshots**

**Appendix 4 – SLAM CAP Subscription-As-A-Service Agreement**

# 1 EXECUTIVE SUMMARY

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Roth IAMS LLC (Roth IAMS) is pleased to provide the City of Fort Lauderdale (City) with this proposal in response to the Request for Proposal (RFP) for Facilities Condition Assessment, RFP Event No. 243. We acknowledge receipt of the following Amendments:

- Amendment 1 - issued April 11, 2024
- Amendment 2 - issued April 12, 2024
- Amendment 3 - issued April 16, 2024
- Addendum 4 - issued April 23, 2024
- Amendment 5 – issued April 29, 2024

Completed copies of the following forms extracted from the RFP document and additionally required documents have been uploaded under separate cover through the bidding system:

- Non-Collusion Statement;
- Non-Discrimination Certification Form;
- Contract Payment Method;
- Local Business Preference (LBP);
- Disadvantaged Business Enterprise Preference (DBEP);
- E-Verify Affirmation Statement;
- Affidavit Of Compliance With Foreign Entity Laws
- Bid/Proposal Certification;
- References
- Sample Insurance Certificate;
- W-9 for Proposing Firm; and
- Active Status Page from Division of Corporations – Sunbiz.org.
- Addendum 4

## 1.1 WHY ROTH IAMS

*Imagine* a world where your facility asset management and capital plans were based on consistent and defensible data. *Imagine* that there was a way you could have all the data that you need to make informed decisions right at your fingertips. *Imagine* not being stressed that your organization is underfunded and unequipped to deal with the politics and pressures when it comes to capital planning. *Imagine* having the capability to make better business decisions. *Imagine* your organization's buildings and assets just being...better.

To take the first step in making this your reality, please consider partnering with Roth IAMS to provide you with the Facility Condition Assessments for your portfolio. The rest of our proposal will highlight to you how our team has guided clients just like you through a project similar to this.

## **1.2 CORPORATE PROFILE**

Roth IAMS, operating in the United States as Roth IAMS LLC (A Delaware Limited Liability Corporation) and in Canada as Roth IAMS Ltd. (Federally Incorporated) (2014) company formed for the sole purpose of providing Facility and Infrastructure Assessments and Asset Management Services for large and/or geographical diverse portfolios across North America. For the purpose of this proposal, the primary contact is as follows:

William (Bill) Roth, President & CEO  
800-360 Central Avenue, St. Petersburg, FL USA 33701  
813-379-9345 ext. 101  
[bill.roth@rothiams.com](mailto:bill.roth@rothiams.com)

Roth IAMS has a single office located in the US, with our site assessment professionals working remotely across the US. The primary staff that will be responsible for the completion of the on-site assessments are based in Florida.

## **1.3 OUR VISION & CORE VALUES**

At Roth IAMS our vision is "To Solve the World's Deferred Capital Renewal and Maintenance (DCRM) Backlog Crisis".

At Roth IAMS we live our core values in every interaction that we have with our clients and each other.

- **Collaborative** – Only by understanding each other and our uniqueness can we tailor the best solutions for our clients.
- **Passionate** – Our love for what we do and why we do it drives us towards excellence.
- **Consistently Curious** – We are always seeking knowledge and challenging the status quo.

We trust that these values will come through in the information outlined in this proposal. We truly believe that these values set us apart from other organizations that provide the same services we do. We look forward to putting our vision and core value to work with the City on this important project.

## **1.4 COMPANY EXPERTISE**

Throughout this proposal we will demonstrate our Company's breadth and depth of experience that provides the City with a unique value should we be selected to collaborate on this important project. We feel the following differentiates us from our competition:

### **1.4.1 Condition Assessment Expertise**

Our team of experienced project managers and site assessment professionals have unparalleled expertise in delivering consistent and defensible condition assessment data that has assisted our clients in securing over **\$5 Billion** in additional renewal funding for their existing buildings. In addition to our FCA expertise, our team members have

extensive expertise working with clients to utilize their FCA and other technical data (e.g., environmental, energy, functional, sustainability, etc.) to design and execute capital renewal programs.

The key staff members involved in Roth IAMS have collaborated on projects for nearly 30 years ensuring our clients that our team will work together seamlessly to achieve the collective project team goals. Our team members have been involved in delivering FCAs for over 25,000 properties.

#### **1.4.2 Proposed Team Member Experience**

The key members of our proposed project team have been involved in over 25,000 FCAs. The scope of work that we are proposing is based on a foundation that has been refined over 30 years. Our team will configure our approach to meet the City's goals and objectives for the project, while delivering consistent and defensible asset condition data.

Roth IAMS has all the required resources in-house so City does not have to be concerned about any inter-company issues as all resources fall under the supervision of our Project Management team.

#### **1.4.3 Understanding of the Municipal Government Asset Management**

Through the extensive collective project experience of our team, we have been exposed to a wide range of issues and concerns that face Municipal/Regional governments. Our projects have included FCAs, Reserve Fund Studies (RFSs), Accessibility Assessments, Equipment Inventory & Tagging and Energy Audits, but have also included Asset Management Framework and Plan Development, Capital Planning and Organizational Consulting. This diverse experience gives us a real-world understanding of the municipal sector that will be applied throughout this project.

#### **1.4.4 Proposed Pilot Program**

Roth IAMS always recommends that each large portfolio project include a Pilot Program at the outset. By completing the entire scope of work on a small sample of buildings, we are able to validate the assumptions of all stakeholders and develop an agreed approach that will then be applied to all the remaining buildings across the portfolio. This approach generally requires additional time at the project outset, but in our experience, saves considerable time at later stages of the project by avoiding costly revisions to a large number of reports, and potential remobilization to sites.

#### **1.4.5 Recognition by Leaders in Facility Asset Management**

Roth IAMS has been awarded multi-year FCA contracts by some of North America's largest governmental agencies. Roth IAMS is currently completing a 5-Year Program where our team will assess all Ontario College and Ontario University facilities, which includes a portfolio of over 140 million square feet of active educational space. Additionally, we are collaborating with the City of Vancouver, the City of Calgary, Infrastructure Ontario and the Government of Saskatchewan Ministry of Central Services on multiyear FCA projects for their portfolios of diversified facilities.

#### **1.4.6 Asset Management Expertise**

Roth IAMS has a primary focus of assisting institutions design, execute and monitor Integrated AM Plans and Strategies. Our proposed project team has collaborated with some of the largest public sector clients across North America to align their FCA and AM Programs.

Our project work has included the development of Multi-year Integrated Capital Plans, Municipal Asset Management Plans (AMPs), AM Policy Development, AM Framework Development, Multivariable Prioritization Development and On-Going Data Management and Strategies.

We believe that AM must look at assets in a holistic way and go beyond just condition. The best asset investments can only be made when clients view their portfolios with a whole-asset approach to understanding all the competing factors that impact asset performance (condition, regulatory concerns, environmental concerns, functional/program concerns as well as energy/sustainability opportunities).

#### **1.4.7 Asset Management Software Expertise**

In addition to the professional services offered through Roth IAMS, we are also a licensed reseller of facility management software offered through our sister company, SLAM Technologies Ltd. (SLAM). SLAM is co-owned by Bill Roth, Roth IAMS Founder and President, and provides software-as-a-service (SaaS) facility asset management tools that support Roth IAMS in the delivery of many of our professional services. Additionally, for clients that wish to leverage the SLAM technology, Roth IAMS is able to offer annual licenses to our clients as well.

#### **1.4.8 Customized Approach**

Our approach to condition assessments first starts with an understanding of your Asset Management Story. Our team wants to understand the City's goals and objectives as it relates to this project and how this project supports the City in achieving them. This allows us to customize the deliverable to align with your needs rather than simply providing a "cookie cutter" condition assessment report. It also allows Roth IAMS to understand the format of the end deliverable to best suit your objectives.

### **1.5 MINIMUM QUALIFICATIONS**

Roth IAMS is pleased to provide the following in response to the Minimum Qualifications requirements outlined in the RFP:

- Roth IAMS core business is providing consistent and defensible FCA data to public sector clients across North America, as such we are in the business of providing FCAs to clients like the City;
- The key staff listed below are all professional facility assessors having collaborated on projects similar in size and larger than that being requested by the City. We do not employ designers or project managers that dabble in FCAs when they have nothing better to do;

- Roth IAMS recently celebrated our 10<sup>th</sup> anniversary and have grown from a sole practitioner to a team of over 100 full-time facility asset management professionals, as such we feel that have demonstrated the financial stability to satisfy the City;
- Bill Roth, our Founder and proposed Principal-in-Charge, a resident of Florida, has personally been involved in over 20,000 FCAs over the last nearly 30 years;
- Roth IAMS has provided a number of client references that can demonstrate Roth IAMS qualifications and abilities. We welcome the City to connect with our references.
- Roth IAMS does not have any judgements or pending lawsuits against the City, any activities involved in moral turpitude or any conflicts of interest associated with the completion of this work; and
- Roth IAMS is not in arrears or default in any debt or contract involving the City.

## **1.6 PROJECT TEAM**

Roth IAMS' team includes full-time staff (no independent contractors) with the expertise in all disciplines required to meet the City's scope of work including Architects, Civil/Structural, Mechanical and Electrical Engineers. To the City, this means that all the resources required to complete the project are within our organization so the risk of logistical issues with multi-company teams is eliminated. Also, by having our staff as full-time employees, it means that Roth IAMS has the ability to train and invest in the professional development of our staff, resulting in the collection of a more consistent and defensible dataset to support the City's FCAs.

Roth IAMS confirms that the staff named herein are available to provide the services outlined in our proposal.

To demonstrate our capacity to complete the work within the timeframe required, Roth IAMS is pleased to provide more site assessment staff that would be required to complete the proposed scope of work.

### **1.6.1 Principal-in-Charge – William (Bill) Roth, P.Geo.**

Bill will be the Principal-in-Charge for our team and will work closely with the City's Project Manager to deliver a successful project.

Bill has nearly 30 years of experience collaborating with clients from across various real estate sectors assisting them in designing, executing, and managing FCA projects for large geographically diverse portfolios across North America. Bill has personally overseen the completion of over 20,000 FCAs across all types of facilities including government buildings, office, retail, industrial, healthcare, education, aviation and recreational. Bill's personal U.S. experience includes FCAs for King County (Seattle, WA), Hillcrest Healthcare, Alaska Department of Health and Social Services, Virginia, and Louisiana Departments of Transportation, and Core Civic (Formerly CCA). Bill is familiar with many of the commercially available Capital Asset Management Systems (CAMS) as well as Computerized Maintenance Management Systems (CMMS) and has supported

the developers of various CAMS/CMMS by providing insight to improve upon the software functionality and reporting capabilities.

#### **1.6.2 Project Manager – Paul Robson**

Paul will be the City's first point of contact on this project. As Project Manager, Paul will be responsible for the project delivery schedule, and the consistency of data provided to the City.

Paul is a detailed oriented team player with a background in Facility Management where he gained over 20 years' experience providing emergency, predictive and preventative maintenance, Central Plant Operations, and management to two major healthcare facilities in Ontario.

Paul has been providing Project Management, Facility Assessment and Capital Planning Services over the last 15 years. He has conducted facility assessment of approximately 1000 buildings overall throughout Canada and the United States, including British Columbia, Alberta, Saskatchewan, Ontario, Alaska, Virginia, California, and Massachusetts. The services provided include project management, staffing, coordination, budget, and operational concerns as well as client communication. He has experience conducting, and leading field assessments, and compiling technical reports. He has also been involved in energy, accessibility, and seismic type assessments.

Paul has assessed the Architectural, Mechanical and Electrical building systems of a variety of assets including commercial, institutional, research, governmental, residential assets, and infrastructure. Specifically, the assets have included police stations and detention centers, data centres, Department of Defense security sensitive buildings, standalone retail spaces, mall complexes, medical facilities, schools, research and lab facilities, commercial rental units, detached residential buildings, high-rise residential developments, as well as social housing projects.

#### **1.6.3 Deputy Project Manager - Abdel Hamed Hassan, B.Sc.**

Abdel is an experienced Deputy Project Manager, mechanical engineer, and senior facility assessor at Roth IAMS, with over 25 years of consulting experience in the fields of facility assessment and capital planning. During his career, Abdel has focused on the physical assessment of commercial, and industrial properties for various clientele, for the purposes of capital planning.

Abdel Hamed has completed the physical mechanical, electrical, and plumbing assessment of capital components for over 500 facilities located in northern, and southern United States, and central and northern Canada.

He completed FCAs for U.S. clients, including University of Minnesota campuses (Minneapolis, St. Paul, Duluth, Hormel, and Crookston, MN) University of Southern Mississippi (Hattiesburg, MS), Knox County School District (Knoxville, TN), and in Canada for Carleton University (Ottawa, ON), Victoria University (Toronto, ON), and Government of Manitoba wide variety of facilities.

#### **1.6.4 Discipline Leaders**

Our Project Manager will be supported by a team of Discipline Leaders (DLs) that each bring a unique area of expertise to the project. The DLs will be involved throughout the project to ensure the issues associated with their disciplines are integrated with the City's business processes and objectives. Our proposed DLs are as follows:

##### ***1.6.4.1 Architectural and Structural – Mike Plomske, P.Eng.***

In his role as Discipline Leader, Mike will be responsible for technical content related to architectural and structural elements assessed and reported.

After completing his Bachelor of Science in Civil Engineering, Mike advanced his building science skills by completing a course in Building Envelope Solutions, from the Institute of Technology, BC. For over 20 years Mike has focused on the condition and performance of building and site elements, especially with building envelopes. He has completed independent assessments of building envelope systems and roof cover systems.

He has physically assessed over 1,500 properties located in northern, central, and western Canada, as well as in Alaska and other locations in the western United States. His assessments have provided building owners with information to obtain mortgage financing or acquisitions and maintain capital asset management plan. Some of the sectors in which Mike has been involved include commercial, residential, industrial, healthcare, K to12 and higher education.

In addition to his FCA experience, Mike is also skilled in capital replacement reserve fund analysis, new construction cost estimating, and accessibility studies. At Roth IAMS he is also part of the onboarding program, training new assessors develop and improve their assessment skills.

##### ***1.6.4.2 Mechanical – Don Girardi. B.S., M.E. A.S./Struct., ABA***

Don is a Technical Reviewer at Roth IAMS LLC. Don is a licensed engineer and has more than 24 years of experience in the field of facilities systems engineering with Assessment experience in thirty-eight states and 5 countries. His facilities work includes project management for medical, multifamily, healthcare, assisted living, office, residential, universities, K-12, government facilities both in the United States and abroad. He has performed over one thousand (1,000) Property Condition Assessments (PCA) and Physical Needs Assessments (PNA) for a diverse array of buildings and properties throughout the United States and abroad. He is knowledgeable with local and federal building codes, ADA requirements, and Fair Housing guidelines.

Don has experience in the equity-scope due diligence arena primarily in the engineering field and specializes in mechanical systems with mechanical engineering discipline and the construction industry. Don is knowledgeable with ASTM Standard Guide for Property Condition Assessments, accessibility standards including FHAA and ADA, and ASTM Standard Guide for Seismic Risk Assessment of Buildings.

#### **1.6.4.3 Energy – Curtis Loblick, P.Eng., CEM**

Curtis is an experienced professional engineer and certified energy manager (CEM designation 2011) with over twenty years of experience. He has overseen all aspects of facility asset management, leading multidisciplinary teams responsible for the review of millions of square feet of buildings. His career also focused on capital planning, energy efficiency consulting, sustainable building consulting, preventative maintenance planning, program and policy planning and condition assessments. His expertise has allowed him to work on many projects across Canada and internationally. Curtis' strong design background and on-site construction experience has allowed him to quickly assume a leadership role and deliver sound, cost-effective projects that are delivered on time and on budget. He values client relationships as an important factor in the successful delivery of projects. Included in this experience is his work developing a sustainable energy framework for Barbados where he worked on assessing the Country's current state in implementation of energy efficient practices and program and policy development to help guide change. Curtis' U.S. project experience includes FCAs for King County (Seattle, WA), Core Civic (formerly CCA).

#### **1.6.4.4 Electrical – Detlev Grad, P.Eng.**

In his role as DL for the electrical elements, Detlev will be responsible for the quality of the condition data for the asset's fire protection, and electrical systems.

Detlev is an electrical engineer by profession. Over the last approximately 19 years, most of which have been in condition assessments and engineering analysis, he has advanced his skills and knowledge to also assess the performance of mechanical systems.

At Roth IAMS he is the Electrical Discipline Leader, mentoring staff in the assessment of electrical elements. He has written Standard Operating Procedures (SOPs) related to the electrical elements in the building and on site. His other roles are Senior Technical Reviewer and Subject Matter Expert (SME) where he is responsible for Quality Assurance and Control (QA/QC) for Facility Condition Assessment Report (FCR) deliverables and for the Corporate Technical Knowledge Database.

#### **1.6.5 Site Assessors**

Our team believes the site review is a critical component to the execution of a condition assessment and as such we believe this should be undertaken by experienced, qualified staff. It is important to have this experience to determine where a building component is within its expected useful life as this is dependent on how often the component is used, how well it is maintained and typical signs of wear and tear, and not simply based on the components age.

The composition of our assessment teams will be based upon the age, size and complexity of the specific assets included in our scope of work. Roth IAMS is pleased to provide the following key site assessment staff that will support us should we be selected as the successful proponent.

**1.6.5.1 Joel F. Mooney, CFM, CPI, MSED.**

Joel is a Facility Assessor of Roth IAMS LLC. Joel has the knowledge and experience to complete generalist-level assessments of smaller/simpler assets wherein he will be responsible for assessing all elements within a building. Since 2014, he has completed Life Safety assessments for Hospitals, and assisted with three successful Joint Commission Surveys for Healthcare Facility Departments.

Joel has senior-level Facilities Management experience with clients in Healthcare, K-12 & Higher Ed. Institutions, Banking and Commercial Real Estate Investment groups, and twenty years' experience in Commercial/Retail/Office Construction management for clients across the Southeast U.S.

Joel is proficient in the use of Capital Asset Management Software (CAMS) used in asset data collection and reporting such as SLAM.

In addition to the above, as a Senior Project Manager, Joel has also managed the completion of over 100 Construction projects for clients in South Florida

**1.6.5.2 Michael Novick, RA, AIA**

Michael is an architectural/structural assessor with the knowledge and experience to assess the building foundation, structure, exterior walls, windows, doors, roofs, interior construction and interior finishes. He also has the skills to assess the site infrastructure i.e. roads, parking lots, retaining walls, tunnels, etc. Michael also has the knowledge and experience to complete generalist-level assessments of smaller/simpler assets wherein he will be responsible for assessing all elements within a building.

Since 2015 Michael has completed assessments for a wide variety of assets for Municipal, K-12 and Higher Education, Healthcare, Industrial, Commercial, Agency (HUD, Fannie Mae, Freddie Mac) and Institutional clients.

Michael is proficient in the use of Capital Asset Management Software (CAMS) used in the asset data collection and reporting such as SLAM, Quire, EDR Parcel and KyKloud.

In addition to FCAs, Michael has also completed Equipment Inventory and Tagging, Barrier-Free Accessibility Assessments, is TAS (Texas Accessibility Standard) certified and has performed Energy Audits/Assessments.

**1.6.5.3 Johnny Moore, NCBDC, CPBD, ACTCP**

Johnny is an architectural/structural assessor with the knowledge and experience to assess a buildings foundation, structure, exterior walls, windows, doors, roofs, interior construction, and interior finishes. He also has the skills to assess the site infrastructure i.e., roads, parking lots, retaining walls, tunnels, etc.

Johnny also has the knowledge and experience to complete generalist-level assessments of larger/more complex assets wherein he will be responsible for assessing all elements within a building.

Since 2005 Johnny has completed assessments for a wide variety of assets for Municipal, K-12 and Higher Education, Healthcare, Industrial, Commercial, Agency (HUD, Fannie Mae, Freddie Mac) and Institutional clients.

As a Certified Professional Building Designer for 30 + years, Johnny excels in detail-oriented communication skills, customer service and focused recording and reporting of existing building and site conditions. His experience includes project team management, and due diligence coordination.

Johnny is proficient in the use of Capital Asset Management Software (CAMS) used in the asset data collection and reporting such as Slam, Quire, 4-Tell, and Bluedag, Facility Dude, and Asset Calc.

In addition to FCAs, and ADA assessments, Johnny has also completed Equipment Inventory and Tagging, Barrier-Free Accessibility Assessments, is TAS (Texas Accessibility Standard) Trained and ACTCP (ADA Coordinator Training Certification Program) certified.

#### **1.6.5.1 Jessica Langebeeke**

Jessica is an architectural/structural assessor with the knowledge and experience to assess the building foundation, structure, exterior walls, windows, doors, roofs, interior construction and interior finishes. She also has the skills to assess the site infrastructure i.e. roads, parking lots, retaining walls, tunnels, etc.

Jessica also has the knowledge and experience to complete generalist-level assessments of smaller/simpler assets wherein she will be responsible for assessing all elements within a building. Since 2022 Jessica has completed assessments for a wide variety of assets for Higher Education, Healthcare, Industrial, and Commercial clients.

Jessica has assessed major Casino properties that include hotels, commercial spaces, and parking garages across North America, along with many other properties. She is detail oriented and has great communication skills.

Jessica is proficient in the use of Capital Asset Management Software (CAMS) used in the asset data collection and reporting such as SLAM, KyKloud and Quire.

In addition to FCAs, Jessica has also completed Equipment Inventory and Tagging, Barrier-Free Accessibility Assessments.

#### **1.6.5.2 Michael Musial**

Michael is a mechanical and electrical assessor with the knowledge and experience to assess building services including heating, cooling, utilities, distribution, plumbing and fire suppression systems and equipment. He also has the skills to assess the site infrastructure, water, sanitary, storm, and electrical distribution and HVAC-R systems.

Since 2021 Michael has completed assessments for a wide variety of assets for Municipal, K-12, Higher Education, Healthcare, Industrial, Commercial, & Institutional clients.

Michael is proficient in the use of Capital Asset Management Software (CAMS) used in the asset data collection and reporting such as SLAM and Asset Planner.

In addition to FCAs, Michael has also completed Equipment Inventory and Tagging, Barrier-Free Accessibility Assessments.

## **2 EXPERIENCE AND QUALIFICATIONS**

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Roth IAMS has been in business for over 10 years providing FCAs and other facility and infrastructure asset management services to public sector entities, including hundreds of municipal government clients across North America.

Roth IAMS LLC is a Delaware Limited Liability corporation. Our US headquarters is located at 800 – 360 Central Avenue, St. Petersburg, Florida 33701. Roth IAMS is not a minority or woman-owned business.

For the purpose of this proposal, the primary contact is as follows:

William (Bill) Roth, President & CEO  
800-360 Central Avenue, St. Petersburg, FL USA 33701  
813-379-9345 ext. 101  
[bill.roth@rothiams.com](mailto:bill.roth@rothiams.com)  
[www.rothiams.com](http://www.rothiams.com)

### **2.1 OVERVIEW OF SERVICES AND COMPANY SIZE**

Our team includes over 100 full-time Architects, Engineers, Geoscientists, Technologists, Technicians and Facility Management professionals whose shared vision is to solve the world's deferred capital renewal and maintenance backlog crisis.

Roth IAMS core business is FCAs. We are not a design firm that does FCAs in its spare time. We are not an engineering company that does FCAs for a chance to work on the renewal projects. We are not a software company that is trying to sell software licenses.

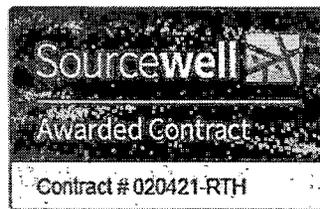
In addition to our assessment expertise, our team members have extensive expertise working with clients to utilize their existing facility assessment and other technical data (e.g., environmental, energy, functional, sustainability, etc.) to design and execute capital renewal programs and Asset Management Plans. We also provide the following services outlined in Table 1 below:

<b>Table 1 - Our Services</b>	
<b>Asset Management</b>	<b>Asset Data Collection</b>

<ul style="list-style-type: none"> <li>• Asset Management Planning</li> <li>• Capital Renewal Planning</li> <li>• Asset Management Database Maintenance</li> <li>• Asset Management Software</li> <li>• Data Mining and Analytics</li> </ul>	<ul style="list-style-type: none"> <li>• Facility Condition Assessments</li> <li>• Infrastructure Condition Assessments</li> <li>• Structural Assessments</li> <li>• ADA Assessments</li> <li>• Energy Auditing and Consulting</li> <li>• Asset Inventory and Tagging</li> </ul>
<b>Facilities Management</b> <ul style="list-style-type: none"> <li>• Preventative Maintenance Planning</li> <li>• Facilities Management Plans and Consulting</li> <li>• Green Building Strategies, Policies and Procedures</li> </ul>	<b>Building Performance</b> <ul style="list-style-type: none"> <li>• Building Performance Check-Up</li> <li>• Commissioning</li> <li>• Re/Retro-commissioning</li> </ul>

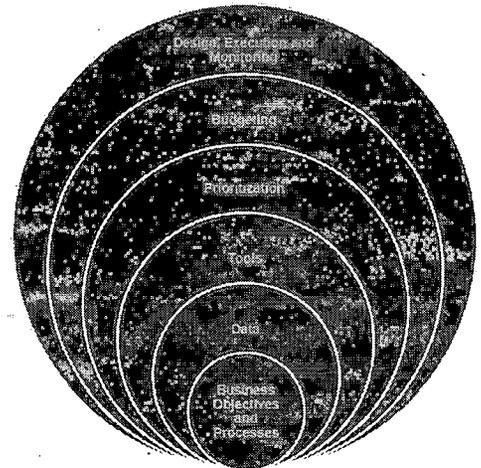
## 2.2 PROCUREMENT POWERED BY SOURCEWELL

Roth IAMS was selected by Sourcewell as the highest ranked proponent in North America out of 18 bidders on the Facility Assessment and Planning Services contract. For more information about our industry leading partnership with Sourcewell, please visit [www.sourcewell-mn.gov/cooperative-purchasing/020421-rth](http://www.sourcewell-mn.gov/cooperative-purchasing/020421-rth).



## 2.3 OUR PHILOSOPHY

Traditional Asset Management has been executed through silos within organizations, with each department responsible for its own asset type (buildings, roads, water/wastewater, etc.) or a specific discipline associated with an asset (capital, maintenance, environmental, energy, etc.), and has focused on short term vs long term goals. Based on our experience, this approach results in lost opportunity for asset and financial optimization. We believe that by collaborating with all stakeholders, an integrated strategy will result in a more efficient (lower capital costs) and effective (better business outcomes for invested capital) allocation of capital dollars, while leveraging assets towards the overall goals of our client.



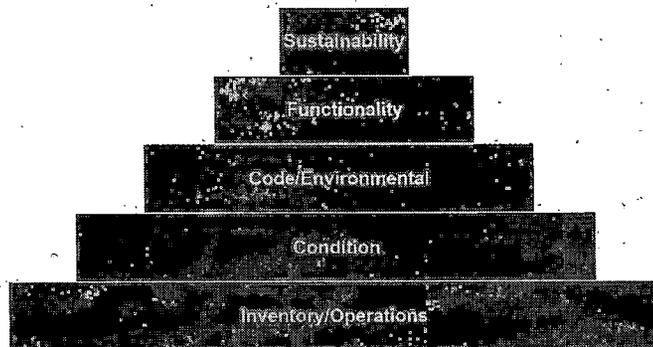
We understand that some of the aspects of the Integrated Asset Management Framework outlined below are beyond the scope of work for this project. However, we felt that it would provide greater context to our approach to include the entire framework.

### 2.3.1 Business Objectives and Processes

To support the business-focus of any Asset Management Framework, it must be founded on current and long-term Business Objectives and Business Processes. All decisions and plans must further the overall client objectives and be feasible within the corporate structure that is driven by business processes. In addition, while ensuring tactical strategies to address near-term needs, it is critical to ensure that the focus on the long-term strategies is not forgotten.

### 2.3.2 Data

Reliable data is the integral part of understanding any issue related to an existing asset, whether that be condition data, regulatory/code liability, performance, space utilization, energy consumption, etc. For an organization to determine the optimal data required, it needs to focus on the desired project outcome(s). The type of data collected, the necessary level of detail, and the team or teams responsible for collecting it will all impact the downstream ability to plan based on the data, and the overall project costs. For a project to be successful, the project team must understand the current state of data, and to develop a framework going-forward to allow data collection to be done in alignment with our client's existing Asset Management Framework.



The foundation of any sustainable buildings program is the comparison of the performance or design of capital assets against current industry standards and best practices. What gets measured can be managed. The collection of the appropriate data can allow for benchmarking of current performance, the establishment of reasonable targets for improvement, and the monitoring of progress towards these goals.

### 2.3.3 Tools

With a clear picture of the type and amount of data that will be required, the next critical factor is related to the tools that will be used to store, manage and manipulate the data. If the dataset is relatively limited a spreadsheet may meet a client's functionality needs. However, for a large, complex set of data, or where sophisticated prioritization and business case development is required, more robust tools will be required to provide the desired analysis.

### 2.3.4 Prioritization

The Competition for Capital continues to increase for portfolio owners/managers as assets age, energy/resource prices rise, and government regulation becomes more intense. The simplistic “High, Medium and Low” prioritization methodologies employed are no longer sufficient to manage portfolio risks.

Almost all organizations have a significant deferred maintenance backlog and lack the capital required to address even its “High” needs, not to mention Medium or Low priorities. As such, for complex, diverse portfolios we recommend a more robust priority scheme based on weightings and algorithms supported by overall corporate business objectives. In this way mission critical assets can rightly access higher levels of funding than support assets. Demographics, functional adequacy, energy performance and other key issues that impact business can be built into the priority scheme.

### 2.3.5 Budgeting

At this stage of the process, we shift from a highly technical focus (collecting, managing and manipulating building data) that is generally within the comfort zone of the staff responsible for the maintaining the assets and who have a grasp of its complexity. To effectively communicate with the senior executives who will fund the asset management program it is vital that we “translate” all the technical data into a high-level financial and risk-based discussion.

### 2.3.6 Design, Execution and Monitoring

With the technical requirements clearly communicated, budgets in-place it is time to move the program forward from the planning stage to the design and construction phases. There are two areas of focus that are sometimes overlooked during renewal projects, which are critical to the development of an on-going asset management program. These are commissioning and post project operational monitoring.

Commissioning provides confirmation that the mechanical systems have been installed and are operating as they were designed and should allow for the achievement of the overall goals of the proposed work plan. Post-project operational monitoring also provides additional data to demonstrate that a project achieves the specific results (e.g. energy savings, improved ventilation, etc.) it was designed to. Each of these processes creates additional data that can be fed back into the framework at the foundation to allow for on-going asset management.

## 2.4 OUR CLIENTS

Roth IAMS team members have conducted FCAs on some of the largest portfolios of buildings across North America including those listed in Table 2 below:

State of Maine City of Corona (CA) Sno Isle Libraries	All 24 Ontario Colleges Ontario Ministry of Infrastructure Alberta Infrastructure
-------------------------------------------------------------	-----------------------------------------------------------------------------------------

**Table 2 – List of Clients**

University of Southern Mississippi	Government of Saskatchewan Ministry of
Florida A&M University	SaskBuilds and Procurement
University of Florida	Government of Manitoba
Stetson University	Government of Yukon
University of Minnesota	Government of Northwest Territories
City of Alabama*	Government of Nunavut
City of Columbia, Missouri*	All 21 Ontario Universities
City of Columbia, MO*	University of Saskatchewan
Baylor City*	University of Regina
College Station*	Capilano University
Clark County School District, NV*	City of Calgary
Maryland School For The Blind*	City of Edmonton
Evergreen Schools*	City of Vancouver
School District of Palm Beach County	City of Victoria
	And many more.

(\* - represents projects that were completed by our staff prior to joining Roth IAMS)

## 2.5 LICENSES

Roth IAMS is licensed with SunBiz to do business in the State of Florida. A copy of our license has been included under separate cover in the bidding system.

FCA Services are not considered engineering as per the ASTM Standard E2018-24: Standard Guide for Property Condition Assessments, and therefore does not require professional licensure to complete. However, many of Roth IAMS staff are also licensed professionals (Architects, Engineers, Technicians/Technologists, Geoscientists, etc.). In addition to being licensed in their home jurisdictions, several of our staff are licensed in multiple jurisdictions as required by specific clients for specific engagements. If successful in this pursuit, and if required by the City, Roth IAMS will secure professional licensure in Florida.

## 2.6 SUSTAINABILITY

Our company focus is on completing portfolio condition assessments and asset management planning. Our core business is focused on working with our clients to help plan future improvements to buildings so that they can provide a healthy environment for the occupants. We are proponents of managing, maintaining and improving what we have, to limit the need to build new. Often new buildings are constructed and result in others sitting idle and empty.

### 2.6.1 Managing Travel and Mobilization

We work on portfolios across Canada which means staff often need to travel to sites. We work with our clients to plan site reviews to consolidate reviewing multiple buildings and reduce mobilization costs and the environmental impact of multiple mobilizations. Where possible Roth IAMS employees can work from home reducing congestion on our

highways and reducing CO2. We avoid unnecessary travel through team meetings, on-line meetings, telephone and email.

#### **2.6.2 Paperless Office**

As an internal sustainability initiative Roth IAMS has been working towards a paperless office. Unless specifically requested by our clients we do not provide printed hard copies of reports. We conduct our peer reviews electronically. We have moved towards using iPads and tablets for site reviews to gather information and mark up drawings on site. All office paper and stationery purchased is FSC Certified, where applicable.

#### **2.6.3 Recycling and Composting**

Roth IAMS' corporate office has paper, plastic and cardboard recycling programs setup in-suite. Additionally, through our Property Manager, used printer toner, battery and electronic equipment is recycled within the building. Organic waste is composed through the building's composting program.

#### **2.6.4 Waste Reduction**

Roth IAMS provides staff with reusable cups, glasses, china and flatware in our kitchen to reduce the usage and disposal of paper/plastic alternatives.

#### **2.6.5 Re-Use and Social Responsibility**

Roth IAMS gives back to the community by supporting annual clothing drives, food drives and holiday gift donation programs run within our office building and communities.

### **2.7 LIST OF ASSESSMENTS**

Roth IAMS core service is FCAs. We have completed or are nearing the completion of 275 FCA projects dating back to 2019, totaling over \$24 Million in fees. We are not a firm that provides FCAs in our spare time, or when we have no other work to do. Our team consists of over 100 professional facility assessment staff. As a result of the sheer number of projects completed, we have included them in **Appendix 1**.

Given the sheer volume of projects listed, we are not able to provide detailed project information requested in the RFP for each of the **275 projects**. However, we do confirm that each of the projects listed included FCAs for a portfolio of public sector facilities.

The amount of effort that would be required to pull this information together for this many projects would make it unreasonable as part of this response and would result in our submission being much greater than the 100 page maximum suggested by the City. We trust that the City will understand and will recognize our expertise in FCAs based on the information that we have provided.

However, Bill Roth, our proposed Principal-in-Charge was also Principal-in-Charge for each of the projects listed. Additionally, our Project Manager and Discipline Leaders were also involved in many of the projects since the time that they joined Roth IAMS.

Roth IAMS has provided further details on a series of reference projects in Section 4.0 of the proposal.

### **3 APPROACH TO SCOPE OF WORK**

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#### **3.1 PROJECT UNDERSTANDING**

Having completed over 25,000 FCAs, many for municipalities, as well as assisted many organizations in developing detailed Asset Management Plans (AMPs), Roth IAMS understands the need for consistent and defensible asset data. Whether focused on developing prioritized, multiyear capital plans to address Deferred Capital Renewal and Maintenance (DCRM), or as part of a larger corporate AMP, understanding the current for forecasted future renewal needs forms the foundation on the process.

Through the completion of the FCAs for the properties listed in the RFP, the City will be able to forecast not only the 20-year future needs as requested in the RFP (including 10-year detailed list of needs). Roth IAMS will provide sufficient data to allow for longer-term (full building lifecycle) forecasts in the event that a longer planning horizon is required in the future.

Roth IAMS will provide a traditional narrative report for the City, meeting the criteria in the RFP but will also provide a consolidated dataset in Excel format for all of the in-scope buildings, which can easily integrate into its existing Asset Management software and tools.

Roth IAMS only considers a project successful when the data we provide aligns with a client's existing organizational goals and objectives and enables them to tell a data-driven Asset Management Story to its various stakeholders (Council, Staff, Residents, Community Partners, etc.).

#### **3.2 FACILITY CONDITION ASSESSMENT METHODOLOGY**

Roth IAMS is pleased to provide the City with the following scope of work designed to meet, and in some cases exceed the requirements of the RFP.

Having completed over 25,000 FCAs, our team has developed a series of project management tools and procedures to support our team and clients in the successful completion of FCA projects. The following sections provide details of these recommended processes.

#### **3.3 PROJECT MANAGEMENT**

Roth IAMS recognizes the criticality of Project Management (PM) to the success of any portfolio assessment project. Demonstrating our commitment to PM, Roth IAMS has created the Project Management Office (PMO), which is responsible for the oversight of all Roth IAMS projects throughout North America. In collaborating with the PMO, the City

can be confident that its project will be led by an experienced industry veteran with experience both completing and managing FCA projects.

### **3.3.1 Project Kick-Off**

We recommend that an in-person project kick-off meeting (virtual) be scheduled with key stakeholders from the City as well as our Project Manager at the outset of the project. The purpose of this meeting will be for all the stakeholders to meet via an online platform, to outline the City's detailed objectives for the project; and ensure an understanding of the steps that will be part of project execution.

### **3.3.2 Collaboration**

One of the founding principles of Roth IAMS is Collaboration. To accurately capture the condition of the City's assets, we engage with the knowledgeable staff from the client's organization during the process, beyond providing someone to open locked doors and escort them through the facility. Although this does take more time for both our clients and our staff, in our experience, it results in a more useful end-product for the client.

One of the greatest issues associated with facility and asset management today is that many organizations have staff that house tremendous knowledge of their buildings within their heads. As those experienced staff prepare to retire, the organizations face a tremendous risk if that unique knowledge walks out the door with them leaving.

Throughout our project methodology we focus on collaborating with our clients to provide as much opportunity as possible to extract that institutional knowledge from the minds of our client's staff. This collaboration informs and supports the FCA/clients, which in turn provide a more solid foundation for an on-going asset management program.

We exhibit the collaborative approach through:

- Project Kick-Off Meeting;
- Completion of a pilot-level program followed by a client review and debrief;
- Interviews with knowledgeable building and facility staff;
- Engaging our site escorts throughout the site visit; and
- Integration of client-provided comments and feedback throughout the project.

### **3.3.3 Contact Information**

Roth IAMS will prepare a Project Team Contact sheet for distribution to City representatives as well as the Site Assessment team which will include cell phone numbers and email addresses.

### **3.3.4 File Sharing**

Roth IAMS will establish a secure web-based platform (OneDrive) for the sharing of documentation from the City as well as for transferring Draft and Final Reports. A file structure will be established at the outset of the project that will ensure ease of file sharing between our teams.

### **3.3.5 Regular Project Update Calls**

Roth IAMS recommends at minimum monthly project update calls, which in general will be conducted using Teams, Zoom or other web conferencing software to create a virtual collaborative workspace.

### **3.3.6 Wrap-Up/Report Out Meeting**

Following the completion and acceptance of the final reports, Roth IAMS will schedule a meeting with key City stakeholders to review the project, discuss any items that should be considered during future related work and share lessons learned.

## **3.4 FACILITY CONDITION ASSESSMENTS**

The FCA will generally be performed in accordance with the requirements of the ASTM Standard E2018-24: Standard Guide for Property Condition Assessments.

Uniformat II is the de facto industry standard for building system nomenclature and includes the following detailed asset breakdown:

- A - Substructure;
- B - Building Shell;
- C - Interiors Construction;
- D - Mechanical & Electrical Services;
- E - Equipment & Furnishing;
- F - Special Construction & Demolition; and
- G - Building Sitework.

Roth IAMS is a champion of the Uniformat II (ASTM Standard E1557 – Standard Classification for Building Elements and Related Sitework). Over 85% of the 25,000 FCAs that our project team has personally been involved in were completed using the Uniformat II nomenclature system.

### **3.4.1 Documentation Request and Review**

Roth IAMS will provide a background document request to the City outlining the list of information, if available that will support the project.

If hard copies (or hard drive) of the documentation are available, our team will collect them during the Kick-Off Meeting. Alternatively, if digital versions of the information are available, we can create a project-specific secure site to allow for the efficient sharing and distribution of the relevant project information.

Upon receipt of the available relevant information from the City, our Project Manager will distribute the documents to the assessors for each specific site. The assessors review the information prior to visiting each site to provide a familiarity with the buildings.

## **3.4.2 On-Site Activities**

### **3.4.2.1 Knowledgeable Staff Interviews**

It is critical to the successful completion of this project that our assessors can interview City staff members that are familiar with the operations and maintenance of each facility. This helps to ensure the most accurate data is collected on the building systems, their operations and history. This interaction allows our assessors to integrate the institutional knowledge that resides in the "heads" of critical site and building staff, providing better recommendations for proposed renewal events. Any questions arising during the Documentation Review will also be addressed with the appropriate contact as well.

The format and timing for the interviews will depend upon how the City's facility team is structured and will be confirmed during the project Kick-Off Meeting. Roth IAMS will work collaboratively with the City to determine the format that is the most efficient for staff and most effective for supporting our collaborative approach. Ideally if we are able to set-up a meeting where our team can sit down with staff and go through the buildings in advance of the site visit we have found this method to work best. It is also beneficial to ask questions following the site visit based on items observed during the assessment that may have not been discussed in the interview.

### **3.4.2.2 Site Walk-Through**

Our site assessors, ideally accompanied by an escort from the City's team, will complete a walk-through of each building and site consisting of our assessors visually observing: the roof, the exterior of the building(s), common areas, mechanical and electrical rooms/vaults, washrooms, and a sampling of the operational spaces within each building to check the performance of the building systems and confirm representative condition.

Our team will work with our escorts to limit the disruption to the on-going site operations. All site visits will be scheduled on weekdays between 8:00 AM and 4:30 PM, however if any of the buildings are open outside of these hours, some of the public areas may be easier to assess outside of these hours, when there are less occupants around.

## **3.4.3 Reporting**

The Roth IAMS team will provide the information outlined in the Section 3.3 of the RFP, including reports at 50%, 75% and 100% completion. This approach to draft review is more typical for design projects and not FCAs. We confirm that if successful that we will work with the City to create a workflow that aligns with the requirements. Leveraging the SLAM CAP software the City will be able to review Roth IAMS draft reports/data on-line within the SLAM CAP software (training will be provided) as opposed to the traditional preparation of 100 plus page draft PDF reports. Our clients tell us that this process streamlines the client feedback process and provides greater communication between our assessment teams and knowledgeable staff within our client's teams.

The Uniformat II ASTM E 1557 Standard Classification for Building Elements and Related Sitework), which is the industry's de facto standard to classify elements, will be used to track the systems observed. The description will address the element/component

location, and, where provided, the nameplate information (manufacture, model no., serial no. year of manufacture, etc.).

Our experienced team members have developed and utilized hundreds of FCA report templates over the past 30 years. We do not provide an off-the-shelf or software-driven report format that we require our clients to utilize. Leveraging the power of the SLAM CAP software that we will be using to complete an FCA scope of work we will collaborate with the City to configure a report format that is in alignment with your business objectives and processes.

By leveraging the customizability of our Report Builder within the software platform that we will be using to generate our reports, we are easily able to modify our format to meet the City's project-specific reporting requirements, however, on request we can provide you with a sample redacted report.

Additionally, Roth IAMS will provide a consolidated dataset of the FCA data for all of the City's in-scope facilities. We will leverage SLAM CAP's flexible reporting engine and work with the City to determine the preferred format and layout of the consolidated dataset. If the City licenses facility asset management software, we can configure our dataset to allow for seamless integration of the FCA data.

#### ***3.4.3.1 Digital Photographs***

Digital photographs of each building/asset along with specific element photographs will be provided in the FCAs to support the observed conditions and recommendations. For each recommendation that is more accurately described with visual representation, a digital photograph will be included to help identify and locate the element.

#### ***3.4.3.2 Condition Rating***

Each element will be classified based on the condition observed and the estimated remaining useful life. At the onset, we recommend that the condition rating be defined to allow for consistent application across multiple buildings and based on multiple assessors. Roth IAMS will work with the City's stakeholders during the Kick-Off Meeting to develop a condition rating scale. For example: Critical (immediate); Poor (year 2); Fair (years 3-5); Good (years 6+); and does not meet current codes/standards.

#### ***3.4.3.3 Recommendation Type***

Each recommendation will be assigned one of the following types that provide details on the type of recommendation that is being made:

- **Engineering Study** – a proposed engineering study (e.g. roof cut tests, infrared scanning) to more accurately diagnose an issue that cannot be determined based on visual assessment only.
- **Major Repair** – repair or replacement of subcomponent (e.g. motors) of a component for the express purpose of extending the useful life of the component/system;

- **Lifecycle Replacement** – replacement of a component/system based on reaching its expected useful life (typically beyond the first 10-years of the evaluation period). This may also include system refreshment recommendations such as, but not limited to seal coating of asphalt; painting, pointing, or sealant replacement for exterior finishes; painting of interior finishes; or replacement of elevator cab finishes.

#### **3.4.3.4 Costing Recommendations**

Roth IAMS does not recommend relying solely on standard cost guides such as RS Means, and Marshall and Swift to provide the budget costs for the repair and renewal events provided in our FCAs. We will employ our own internal estimated unit cost document, using these standard cost guides, regional factors and our own experience, as well as client-specific pricing as available (records of recent repairs, replacements, upgrades, etc.). We will review our proposed unit cost schedule and associated regional factors during the proposed Kick-Off Meeting and integrate any City-specific costs. Our team's assessors would then employ the unit cost schedule when preparing the cost estimates for each recommended repair/replacement in the FCA reports.

#### **3.4.3.5 Facility Condition Indices (FCIs)**

SLAM CAP will be configured to provide City with one or more FCI calculations for each building based on City-provided Current Replacement Values. Should CRVs for the buildings not exist, Roth IAMS can collaborate with City to develop a methodology for calculation (additional costs may apply depending on the method of CRV calculation). FCI is the de facto industry standard for benchmarking facility condition across a large portfolio of assets.

$$\text{FCI} = \frac{\text{Renewal Needs in a Given Period of Time} \times 100}{\text{Current Replacement Value}}$$

Roth IAMS recommends that clients use a 5-Year FCI for its portfolio and asset planning as single year FCIs tend to fluctuate greatly from one year to the next, depending on the annual renewal needs. A 5-Year FCI focuses on the long-term trend and tends not to fluctuate as much, making long-term planning easier and more effective. However, SLAM CAP provides the opportunity to have multiple FCIs over different time periods (e.g. 1-Year, 5-Year, etc.).

##### **3.4.3.5.1 Sum of the Parts Current Replacement Value (CRV) Calculation**

In the event that CRVs are not available, the SLAM CAP software will automatically calculate a CRV for each building, based on the sum of the Elements Replacement Costs (Sum of the Parts Methodology) for the building elements created as part of the FCA.

The section below outlines an alternate methodology that Roth IAMS could utilize to the develop CRVs for the City in the event that the Sum of the Parts methodology is not preferred.

#### 3.4.3.5.2 Marshall and Swift CRV Calculation

Should the City wish to utilize a methodology based on an industry recognized cost guide, Roth IAMS can also calculate the cost to reconstruct the building using the Marshall & Swift Valuation Cost Guide. However, this method has an additional cost, beyond that quoted in our proposal of \$150/building to account for the time required to build the CRVs using the cost guide.

The Marshall & Swift is designed to integrate the building data (labour, material and installation of the building components) to provide estimates for the reconstruction of the building. The 'Calculator Method', where the average cost of the building floor area (per square meter or square foot) will be advanced, will form the platform to estimate the building base cost. The Class of Construction (non-combustible construction, fire-resistant construction, combustible construction, etc.), the Quality of Construction (excellent, good, average, and low cost) and the Occupancy Type (Administration, Service, Educational, etc.) will be used to select the building base cost. The base cost will be further refined and adjusted to address the type of heating and cooling, elevators, and fire suppression systems (sprinkler system). Also considered in the final analysis and CRV estimate will be nuances such as size and shape, height of building, and number of stories.

The cost guide is widely used by appraisers to determine improvements and the replacement value of buildings.

### 3.5 INFRARED THERMOGRAPHY

Infrared Scans (IR Scans), thermal imaging or temperature profiling of a surface or a point is currently being used by building owners and operators as either a preventive or predictive maintenance measure to check the condition and performance of building systems and to initiate work orders, when required. Thermal images help detect anomalies that are potential weakness in the building envelope or a hot spot at an electrical component/system. The anomalies that otherwise cannot be observed with the naked eye, lead to repairs, which when addressed in a timely manner minimize further deterioration.

Thermal imaging assessments are non-destructive and non-contact inspections that reveal the internal condition or the internal process of a building component or system. Our assessment reports present an IR Scan image, which profiles the temperature range of an area surface, adjacent to the visible-light photo of the component or system.

Roth IAMS has trained staff to complete IR Scans of building component/systems. We use a thermography camera with a 24° lens manufactured by FLIR to undertake the assessment and the analysis. When performed concurrent with an FCA, the analysis is used to predict the remaining useful life and to either advance or defer the renewal of a building component.

The IR Scans, when performed on energized electrical components or systems, inform the building operators of potential hot spots or anomalies with the component. The temperature difference ( $\Delta T$ ) between the ambient and the hot spot is compared to a guideline to initiate an action to either immediately repair (clean or replace) or closely monitor the electrical component.

IR Scans completed on a building exterior wall system or roof system determine heat loss. On the roof systems, the analysis of the temperature difference ( $\Delta T$ ) between roof sections indicates possible areas of wet roof sections and dry roof sections, given that saturated roof sections are better heat conductors or indicate lower thermal resistance. On exterior wall systems, the  $\Delta T$  help identify areas of heat loss (poor insulation, failure of wall sealants, etc.).

### **3.6 DRONE ROOF ASSESSMENTS**

With the use of an unmanned aircraft system (UAS) or drone, Roth IAMS has the equipment and staff to provide aerial images of site features or roof sections that are not readily accessible with the use of a hatch or fixed ladder. Roth IAMS is able to carry out drone operations as regulated by the Federal Aviation Administration (FAA)'s Small UAS Rule (Part 107) and for selective buildings. If advanced drone operations are required or the use of a UAS is extensive, Roth IAMS will typically procure the services of a sub-consultant to complete the work.

### **3.7 ASSET GEOLOCATION**

The SLAM CAP software that Roth IAMS is proposing to use to provide the FCAs, and which can be licensed by the City beyond the project timeline provides a geolocation (based on Latitude and Longitude based on the Civic Address of each asset).

This data can be integrated into the City's current ESRI database. Roth IAMS can provide a flat-file (Excel or CSV) that can easily be imported into ESRI, along with the desired Asset data the City wishes to store and view in their GIS system.

With regards to geolocation using ESRI within facilities, Roth IAMS is willing to work with the City if we are selected as the successful proponent. However, the RFP documents and subsequent addenda did not provide sufficient detail to provide a fixed fee to complete the work. As such, Roth IAMS will collaborate with the City to develop a scope of work for any internal geolocation and provide a cost estimate once the scope has been finalized.

### **3.8 QUALITY ASSURANCE**

Roth IAMS employs a proven approach to QA/QC that has been used successfully by our team members on numerous portfolios similar to the City's and is outlined in the following sections.

### **3.8.1 Preparation of a Project-Specific Instruction Manual**

Where the project portfolio includes different facilities (administration, recreation, utility, service, etc.) and the project assessment team involves more than one assessor, Roth IAMS, to ensure consistency across the portfolio, prepares a Project-Specific Instruction Manual (PSIM).

The PSIM:

- Discusses in detail the approach to data capture and upload to SLAM CAP;
- Defines to help assessors' opinions on the asset element condition structure (good, fair, poor), renewal needs (replace, repair, engineering study), and priorities (life safety, structural integrity, etc.);
- Explains, to provide dependable renewal costs, asset element the unit costs, and the application of difficulty factors, regional factors and soft costs; and
- Includes, for coherence between assets, Uniformat II classification asset element hierarchy, which is established and finalized in collaboration with the City.

The PSIM, which is drafted at the outset of the project, is refined to include the City's comments from the Pilot Program.

The PSIM will also include the City's Project Management contact information, nuances with site access and health and safety protocols required during the site visits.

#### ***3.8.1.1 Initial Assessor Training***

Each assessor will attend a training meeting led by the Project Manager and DLs. Training will occur after the completion of the proposed Pilot-Level Program, and prior to the full project roll-out. The purpose of the training will be to present the scope of work and to ensure an understanding of the specific information required for completion.

In addition, Roth IAMS will provide details of overall project requirements for protocols during the completion of the site visits and will review the PSIM that will be created for this project.

#### ***3.8.1.2 Desktop QA/QC by Design Discipline Leaders***

Each FCA report will be submitted by the assessor to the DLs assigned to the project. The DLs collectively have over 40 years of experience conducting, managing and reviewing FCAs.

Upon completion of the desktop QA/QC process, a digital copy of the draft report will be submitted to the City. Comments received from the City will be reviewed by our DLs and the appropriate site assessor(s) and approved revisions will be made.

Any major changes to the overall standard wording or assessment protocols that are requested by the City through this process will be distributed to all assessment teams.

### **3.8.1.3 Pilot-Level Program**

Roth IAMS normally recommends that a pilot-level program be undertaken at the outset of any portfolio project. The pilot program consists of the complete assessment and reporting on a sample of buildings from the subject portfolio. Undertaking the full scope of work on a representative sample of buildings will allow the City to experience the proposed project steps and to provide feedback on the draft reports early in the process. Any changes resulting from the pilot are then implemented prior to the full-scale project roll-out. For the project Roth IAMS recommends completing the pilot immediately following the kick-off meeting.

### **3.9 SCHEDULE**

Roth IAMS has created a proposed high-level schedule which is included in **Appendix 2**. We recognize and acknowledge the City's requirement that 50% draft, 75% and 100% (final) reports will be submitted to the City for review based on the RFP documents and subsequent addendum. However, that workflow tends to be more associated with design projects and not FCAs. FCAs include reporting on all of the elements within the building based on agreed upon data fields.

We are uncertain whether the City wants us to submit 50% of the required element data as part of the initial review or all of the element data for 50% of the assets. We have created the schedule following our traditional report delivery model, which include the completion of a draft report for all of the elements observed within a facility for City review and feedback. Based on the City's terminology we would consider that a 100% draft report. Based on the feedback from the City we will revise the draft and if there are significant changes can resubmit a revised draft for review. However, in completing thousands of FCAs each year, we find that less than 1% of our reports have a second client review requested.

If Roth IAMS is the successful proponent, we will revise our project schedule to reflect the City's desired cadence of draft report submission once we have a better understanding of it, given its unconventional nature as it is related to FCAs.

Please note that we have also had to include additional time to facilitate the three recommended reviews. Should the City take the more traditional approach to report reviews, Roth IAMS can lower the costs quoted herein.

During the proposed Kick-Off Meeting, we will review any limitations on scheduling for each building and integrate them into our proposed implementation plan. Roth IAMS will provide an updated and detailed building by building project schedule, following our proposed Kick-Off Meeting.

The schedule has taken into consideration staggering delivery of the reports for the City to review in order not to overwhelm staff reviewing the reports so that the final versions can be completed on time.

### **3.10 CURRENT WORKLOAD**

Roth IAMS has the capacity to undertake the scope of work outlined in the RFP document. We are one of North America's largest firms focusing exclusively on the collection of consistent and defensible data on existing buildings. As such, we have more capacity of staff uniquely specialized in FCAs than any other Florida based firm.

Additionally, Roth IAMS has a 10-year track record of being able to on-board professional site assessment staff efficiently and effectively when securing additional contracts. This has been proven by our expansion from a sole practitioner in 2014 to a team of over 100 staff located in over 40 cities across North America. Any additional staff that might be added to the City's project would first be vetted and approved by City staff.

### **3.11 AVAILABLE RESOURCES AND TECHNOLOGICAL CAPABILITIES**

As we have stated several times throughout our submission, Roth IAMS core business is providing public sector clients with consistent and defensible FCA data to help tell their asset management story. As such, over the past 10 years, Roth IAMS has developed a detailed toolkit that we bring to bear on each FCA project to tailor our solutions to meet each individual client's project needs. These tools include:

- Project-Specific Instruction Manual;
- Detailed Uniformat II Element Data Structure;
- Unit Costing and Expected Useful Life (EUL) Standards;
- Staff Training Documentation;
- Project Management Tools and Templates;
- Senior Technical Review Guidelines and Documentation; and
- and much more.

To streamline the application of these tools, Roth IAMS utilizes the SLAM CAP software which automates the consistency tools that are outlined above and allows our trained assessors to focus their experience and efforts on diagnosing the condition of each building element as opposed to having to try to remember the Uniformat code, Unit Cost or EUL for a specific element, SLAM CAP does that for the assessor.

Further details on SLAM CAP are provided below. Please note that for the purpose of this response, our baseline scope of work will provide the City with access to SLAM CAP for the duration of the FCAs, to provide on-line review of our draft assessments.

### **3.12 SLAM CAP SOFTWARE**

Should the City wish to consider it, SLAM CAP can be licensed beyond the completion of the FCA contract to provide the City with the ability to visualize the data, prepare custom and standard reports, develop prioritized multiyear capital plans and keep its FCAs up-to-date based on completed capital projects. Additionally, the SLAM CAP mobile app can also be used by City staff to complete future internal FCAs.

All regularly planned updates that occur over the license period will be included in the license fee. Additionally, SLAM CAP is licensed with unlimited users so the City can add as many users as it wishes over the license period. Training and support for new users is also included in the license fee.

Roth IAMS is a licensed reseller of SLAM software. SLAM Technologies Ltd. was co-founded by Bill Roth, the President & CEO of Roth IAMS, and the proposed Principal-in-Charge of our project team.

SLAM CAP is Roth IAMS' in-house platform for providing FCAs to clients without an existing CAMS system. As such, we have assessed hundreds of buildings using the CAP software and methodology.

### 3.12.1 SLAM Background

SLAM was founded because existing Capital Asset Management Software (CAMS) platforms were very rigid in their configuration and unnecessarily complicated. Our founders' vision was to create a platform that is:

- Easy to use and intuitive;
- Configurable to meet a client's specific needs, processes, terminology;
- Easily able to share data within and across other software platforms; and
- Provided best-in-class functionality for data collection and on-going asset management.

Since 2018, Roth IAMS has worked in collaboration with over 60 clients in North America to implement SLAM CAP. In each case, Roth IAMS was providing the FCAs for the buildings and through our reseller agreement, or by facilitating a license directly with SLAM, our end client licensed SLAM CAP to support their on-going capital planning and data management.

There are number of important things that separate us from the competition and have allowed SLAM to become one of the fastest growing facilities management applications in North America. A series of screenshots providing an overview of the general functionality of SLAM CAP have been included in **Appendix 3**.

As it is difficult to demonstrate and explain dynamic software in a static text format, we welcome the opportunity to provide the City with an on-line or in-person demonstration of SLAM CAP to prove that SLAM CAP is the right CAMS for the City.

Working closely with a range of facility management stakeholders, SLAM has been designed to simplify and streamline the process of facility asset management. Our clients have discovered the advantages of managing facility operations from an easy-to-use and easy-to access SLAM application, including:

- Increased facility management productivity;
- Improved project collaboration;
- Enhanced customer service;

- Easier planning and prioritization of capital renewal planning activities;
- Enhanced tools and wizards to streamline on-going data management;
- Reduced opportunity for human error; and
- Significant IT and personnel savings.

As a vendor-hosted, cloud-based solution, SLAM modules can be accessed by an unlimited number of users through any standard web-enabled device, including smart phones and tablets. SLAM modules have been designed with all levels of technical competence in mind and share a consistent look and feel, so that users learn to navigate their way through the system quickly and confidently. Complimentary on-site training, webinars and in-software learning tools ensure any user questions are addressed promptly.

#### **3.12.1.1 User Engagement**

SLAM is a highly configurable system, which means as we receive feedback and suggestions from our clients, we use it to improve everyone's experience. These software changes are distributed to clients immediately, ensuring you always benefit from the most up-to-date version.

#### **3.12.1.2 SLAM CAP Module**

This proposal focuses on providing the City with Access to the SLAM CAP module. All FCA data collected by Roth IAMS will be uploaded into a City-Specific URL (e.g. [fortlauderdale.slamtechnologies.com](http://fortlauderdale.slamtechnologies.com) or whatever URL is preferred), allowing the City to take advantage of all of the SLAM features.

The City will have the ability to leverage and configure our Reporting, Key Performance Indicator and Planning functionality to enhance its existing facility and asset management program.

#### **3.12.1.3 All-Inclusive Pricing Model**

It is critical to note the benefits of our all-inclusive pricing model. For an all-inclusive yearly subscription expense, SLAM provides both technology and services to guarantee a successful implementation and operation of your SLAM applications.

The following items are included for the duration of your contract, and are among the many advantages of our business model:

- Application setup, configuration and installation;
- Unlimited user licenses;
- Unlimited upgrades and product versions immediately as they are released;
- Unlimited software maintenance;
- Unlimited training time, both on-site and via tele- or web-conference;
- Unlimited access to training documentation;
- Unlimited technical support via our Help Desk;

- All strategy, planning and implementation meetings; and
- Total access to all functions of the proposed software.

SLAM offers additional savings as our web-hosted software requires no substantial hardware, set-up services or costly annual updates. Users access their tailored modules through standard web-browsers, which eliminates the need for system upgrades when functionality needs change. You'll pay only for the modules you require, and should those needs change over time, our Software-as-a-Service model (SaaS) lets you easily add or remove modules.

#### **3.12.1.4 Software-as-a-Service (SaaS) Subscription Agreement**

Should the City consider licensing SLAM CAP, Roth IAMS has provided our standard SaaS Subscription document included in **Appendix 4**. In many cases, our users will sign the agreement in addition to the standard professional services contract. However, Roth IAMS is also willing to work with the City to integrate mutually agreeable terms similar to those in the subscription agreement into a baseline contract with the City.

#### **3.12.1.5 Key SLAM CAP Technical Features**

Roth IAMS is pleased to provide the following key features of SLAM CAP that most of our higher education clients are looking for in a CAMS:

- Unlimited User license model allows for deep integration with the client staff;
- Unlimited User Training for each level of user is included in the annual license fees;
- Cloud-based software that is fully hosted, browser agnostic and allows for Single-Sign-On access without requires any additional or proprietary software installation;
- 99.9% uptime based on our US-based data centre and servers which are monitored 24/7/365 and maintained on a regular basis;
- Helpdesk is available from 8:00 to 5:00 Monday to Friday and is provided by internal Client Success Coordinators (CSCs);
- On-Line help is available to all users including documentation and video instruction;
- Built-in Data Consistency tools that drive consistency and defensibility of asset data;
- Secure, Client-Configured Permissions which drive who can see what data (buildings, software functionality) and what they can do with it (read/write access);
- An audit trail of assessment data allowing the client to view the evolution of specific building elements over time and across multiple assessments;
- The system includes a rich custom field editor that can easily be configured to export in existing reports throughout the system;
- Import/export tools that allow the client to bring in existing data, and extract SLAM CAP data for integration with Computerized Maintenance Management Systems (CMMS) and other IT systems used;

- Ability to configure multiple Facility Condition Indices, based on the time horizon and specifically what Elements are included, and provide multiple funding scenarios to the client to demonstrate the impact of various levels of funding; and
- Flexible and configurable reporting engine that allow for easy extraction of specific data from the system as well as user-defined report development through the Report Builder functionality.

### **3.12.2 Capital Planning Functionality**

#### **3.12.2.1.1 Future Funding Needs**

In addition to the FCI Funding Scenario KPI, SLAM CAP also provides an Unfunded Liability KPI as part of our out-of-the-box functionality. The Unfunded Liability also provides the opportunity to apply the same funding levels as the FCI graph so clients can see the impact of different funding scenarios over time as it relates to FCI as well as Deferred Maintenance Backlog. The time horizon for the FCI Funding Scenario and Unfunded Liability is 10-Year as part of our standard configuration. However, it can be adjusted to 30-Years or longer during initial software configuration.

#### **3.12.2.1.2 Building Projects and Applying Funding**

SLAM CAP provides clients with an extremely flexible Project creation tool that allows for the assignment of specific Recommendations to a Project. Projects can be built based on specific buildings, budget types, disciplines, etc.

Through the Projects functionality each project can be assigned one or more budget types (configured based on client's financial system), a purchase order and/or a GL code. Projects can also be completed over a single year, or over multiple fiscal years. Upon completion of a Project, the Element and Recommendation level information is updated through an easy-to-use Wizard that allows for partial or full replacement of an Element, and automatic updating of the preexisting Element Data as well as the creation of new Element information for the newly installed Element.

#### **3.12.2.1.3 Prioritization of Renewal Projects**

Facility projects can be broken down into single large-scale recommendations or to be broken down into smaller recommendation tasks. These tasks contain key information for dates, budgets as well as funding streams. A large number of these tasks can be grouped into a variety of containers using the planning builder.

Additionally, SLAM CAP has Multivariable Prioritization functionality built-in that will allow client's to build a decision support calculation that will provide a numerical priority for each recommendation. Should the City license SLAM CAP, we will train staff to create and MVP within the SLAM CAP software. Should the City wish Roth IAMS to facilitate a stakeholder engagement session to develop the MVP, additional charges may apply.

#### 3.12.2.1.4 Unique Data Management Tools

As capital projects are completed, SLAM CAP includes a series of data management tools and wizards that streamlines the process of keeping the client's data up-to-date. Upon completion of a Task, the user has the ability to split, merge or replace an Element depending on the work that was completed (partial or full replacement). Additionally, completing a Major Repair allows the user to adjust the condition and Remaining Useful Life of an Element to reflect the improvement to the Element as a result of the work completed. Our data management tools will eliminate multiple manual steps when compared to other CAMS on the market today, making it easier and more efficient to manage the FCA data throughout the license period.

#### 3.12.2.2 Data Visualization – KPI Dashboard

A picture is worth a thousand words. In facility asset management, a picture, based on consistent and defensible data is worth millions of dollars. To help client's tell its asset management story to its stakeholders, we have designed the KPI dashboard, which allows clients to customize and create a wide range of graphs to visualize their data.

Data can be visualized based on several different datasets including by Building, by Element, by Uniformat Level, etc. Through the SLAM CAP KPI dashboard, we can configure real-time graphical formats based on the client's desired reporting formats. The format for the KPIs is as configurable as the Custom Fields that you can easily apply at the Asset, Building, and Recommendation level. Setup of a client's KPIs can be completed as part of the software implementation.

#### 3.12.2.3 Prioritized Multiyear Capital Plan

Based on the FCA data collected and merged into SLAM CAP, the client will be able to report on a list of capital renewal needs for its entire portfolio, by campus or by individual building over whatever future time horizon that is desired. As we are gathering an element-level inventory for each building we can project as far into the future as a client wishes. Additionally, SLAM CAP will allow a client to include cyclical renewals (if desired) in longer (typically 20 years or more), which will provide costs to do multiple replacements of an element over a planning horizon (where the EUL of the element is less than the planning time frame).

## 4 REFERENCES

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Roth IAMS is pleased to provide the City with details of several recently completed FCA projects, similar in scope and scale to the current RFP. The project information includes client reference names and contact information.

Roth IAMS Relevant FCA Project Experience - Project No. 1	
Project Name	Facility Condition Assessments / Net Zero Energy Assessments
Client Name	City of Corona

<b>Client Contact</b>	<b>Name:</b> Moses Cortez <b>Address:</b> 400 South Vicentia, Corona, CA 92882 <b>Phone:</b> 951-739-4998 <b>Email:</b> moses.cortez@coronaca.gov
<b>Project Dates</b>	September 2023 - Ongoing
<b>Project Budget</b>	\$187,430.50
<b>Key Staff Involved</b>	Bill Roth, Curtis Loblick, Tammy Ward, Osama Zreik, Jake Stauffer, Kevin Klemme
<b>CAM Software Utilized</b>	SLAM CAP
<b>Project Description (Scope, Objectives, Constraints, Deliverables)</b>	
<p>Roth IAMS was retained by the City of Corona (the City) to conduct facility condition assessments (FCAs) on 20 municipal buildings (640,000 SF) including community centers, park buildings, libraries, and an airport.</p> <p>Building on the success of the existing project, the City requested additional scope be added to the project, to deliver FCA's and Zero Net Energy assessments for 7 Fire Stations and one Fire Training Tower (112,000 SF).</p> <p>Using visual sampling techniques, Roth IAMS was able to describe, technically assess, and provide opinions as to the existing condition of structural, mechanical, electrical, interior, site, and building envelope systems. A reporting format was established which allowed Roth IAMS to take advantage of the efficiency gains using SLAM CAP software to assist with the data collection on site and report generation. Once the final report was approved an upload table was generated for ease of import into the City's asset management program, PeopleSoft GIS.</p>	

<b>Roth IAMS Relevant FCA Project Experience - Project No. 2</b>	
<b>Project Name</b>	Facility Condition and American Disabilities Association Assessment (ADA) Assessments
<b>Client Name</b>	SNO-ISLE Libraries
<b>Client Contact</b>	Name: Rose Hong, Facilities Manager Address: 7312 – 35 <sup>th</sup> Ave. NE, Marysville, WA 98271 Phone: (360) 913-8879 cell Email: <a href="mailto:Rhong@sno-isle.org">Rhong@sno-isle.org</a>
<b>Project Dates</b>	2023, 2024
<b>Project Budget</b>	\$56,000 (2023), \$17,200 (2024)
<b>Key Staff Involved</b>	Bill Roth, Paul Robson, Kyle Christensen, Andrew Chow
<b>CAM Software Utilized</b>	SLAM CAP
<b>Project Description (Scope, Objectives, Constraints, Deliverables)</b>	
<p>To understand the capital and maintenance renewals needs of their 20 assets, the SNO-ISLE Libraries initiated in 2023, an ambitious Asset Management program which included completing in a one year period, the Facility Condition Assessments (FCAs) and American Disabilities Association Assessment (ADA) of all their assets. In 2023 the data was captured on our Capital Asset Management (CAM) SLAM using electronic handheld devices.</p> <p>The asset element data was prioritized based on element observed condition, and a budget cost (Class D estimate) to address the renewal was provided.</p> <p>The ADA assessments, which were assessed concurrent with the FCA, were reported on an ADA checklist, also uploaded to our Capital Asset Management (CAM) SLAM using electronic handheld devices.</p> <p>The assets assessed ranged in size (between 3,000 and 37,000 SF) and included the community libraries in the Snohomish County area in Washington State,</p> <p>Capturing the architectural, mechanical, electrical components, observed deficiencies and the ADA information in our Capital Asset Management (CAM) SLAM using electronic handheld devices within the allotted site time.</p> <p>Our ability to meet the SNO-ISLE expectations was realized in the extension of the scope in 2024 to include another 7 libraries.</p>	

<b>Roth IAMS Relevant FCA Project Experience - Project No. 3</b>	
<b>Project Name</b>	Facility Condition Assessments and Capital Asset Management Software
<b>Client Name</b>	University of Minnesota
<b>Client Contact</b>	<b>Name:</b> Andrew Chan, Portfolio Management Program Manager <b>Address:</b> 1049 University Drive, Duluth, MN 55812 <b>Phone:</b> (612) 625-4931 <b>Email:</b> <a href="mailto:chan0391@umn.edu">chan0391@umn.edu</a>
<b>Project Dates</b>	Fall 2022 to Present (5-Year Contract)
<b>Project Budget</b>	Approximately \$650,000 annually
<b>Key Staff Involved</b>	Bill Roth, Kyle Christiansen, Abdel Hamed Hassan, Kari Morgan
<b>CAM Software Utilized</b>	SLAM CAP
<b>Project Description (Scope, Objectives, Constraints, Deliverables)</b>	
<p>The University of Minnesota (UMN) had previously completed FCAs and implemented a Capital Asset Management System (CAMS) for their multiple campuses throughout the state. In 2022, the decision was made to go back to the market to seek a partner to collaborate with over a 5-year period.</p> <p>Roth IAMS was selected, including the implementation of the SLAM CAP CAMS to support UMN in evolving its facility and infrastructure asset management program. The scope of work for the condition assessments was expanded to also include the Central Utility Buildings as well as the underground site infrastructure.</p> <p>Roth IAMS collaborated to configure UMN's SLAM CAP portal to allow for migration of existing FCA data from its former CAMS software. Pilot building data was migrated originally to allow our team to map the migration process. Following the pilot all of the UMN buildings were migrated into SLAM to allow UMN to begin leveraging SLAM's data visualization and capital planning functionality for all buildings, even though the FCAs will occur over a multiyear period.</p> <p>Roth IAMS completed a Pilot-Scale program on the Duluth Campus in late 2022 to allow UMN and our team to test our assumptions and validate the data migration from their previous CAMS.</p> <p>In collaboration with UMN, Roth IAMS has scheduled out all of the FCAs to be completed by the end of 2025, ahead of the initial 5-year schedule.</p> <p>Roth IAMS has assessed the subsurface infrastructure across all campuses, which was not included in the previous FCA project. UMN also recently added the assessment of the network of underground tunnels as well as all in-tunnel infrastructure to our scope of work.</p>	

As the project continues, Roth IAMS will be looking to configure the Multivariable Prioritization into UMN's SLAM CAP database, and also look for ways to integrate with their Computerized Maintenance Management System. With the FCA program hitting its stride, Roth IAMS and UMN will begin to look at integrating the FCA data with UMN's Computerized Maintenance Management System later in 2023 as well.

<b>Roth IAMS Relevant FCA Project Experience - Project No. 4</b>	
<b>Project Name</b>	Facility Condition Assessment Program
<b>Client Name</b>	University of Southern Mississippi Coastal Operations
<b>Client Contact</b>	<p><b>Name:</b> Lucas A. Applewhite, PMP, CEFP; Interim Director of Facilities Planning and Management, Coastal Operations</p> <p><b>Address:</b> 703 East Beach Drive, Ocean Springs, MS 39564</p> <p><b>Phone:</b> 228.818.8019</p> <p><b>Email:</b> <a href="mailto:Lucas.Applewhite@usm.edu">Lucas.Applewhite@usm.edu</a></p>
<b>Project Dates</b>	Winter 2022 to Present
<b>Project Budget</b>	\$25,000 (2022), \$151,000 (2023)
<b>Key Staff Involved</b>	Bill Roth, Joel Mooney, Abdel Hamed Hassan, Norman Lobo, Detlev Grad
<b>CAM Software Utilized</b>	SLAM CAP
<b>Project Description (Scope, Objectives, Constraints, Deliverables)</b>	
<p>Like many higher education institutions across the United States, the Coastal Operations team and the University of Southern Mississippi (USM Coastal) has struggled to build and maintain the momentum required to define and address its growing Deferred Capital Renewal and Maintenance (DCRM) Backlog. USM Coastal partnered with Roth IAMS to provide a pilot-level Facility Condition Assessment (FCA) project, for all 54 of its buildings located across multiple campuses in along the Gulf Coast.</p> <p>Using SLAM CAP as the data collection and reporting tool, Roth IAMS staff provided USM Coastal with a full inventory of the elements present within the pilot buildings, as well as a forecast of future renewal needs for each element. In collaboration with USM Coastal, Roth IAMS customized the Unifomat II Level 4 data structure used to identify the elements. Unit costs were adjusted based on published regional factors for the USM's region.</p> <p>Traditional FCA reports were prepared for each building, including Opinion of Probable Cost Tables. In addition, USM Coastal was also provided with access to the SLAM CAP software during the period in which decisions regarding full-scale, portfolio-wide roll-out was being decided. Configuration of the SLAM CAP database was completed</p>	

as well as initial user training and the Multivariable Prioritization has been programmed into SLAM CAP for USM to begin to leverage.

USM Coastal is in the process of integrating the FCA data and SLAM CAP into its internal deliberations regarding DCRM and Capital Planning, including engaging with senior leaders within the University to better understand the current needs of the pilot buildings, the planning capabilities and functionality provided by SLAM CAP, as well as considering next steps for a portfolio-wide implementation.

As a result of the work done on the Coastal Campuses, Roth IAMS has recently been awarded a contract for the main campus in Hattiesburg to provide similar services over the course of the remainder of the fiscal year 2023/2024.

## **5 MINORITY/WOMEN (M/WBE) PARTICIPATION**

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Roth IAMS fully supports the City's commitment to support minority businesses.

Roth IAMS is one of the few firms that focuses primarily on data collection for existing buildings across North America. After having completed over 25,000 FCAs, our team has developed training, policies, procedures and tools that allow us to provide consistent and defensible data to our clients. This can be demonstrated by the strength of our client references provided above, our 73 percent win rate on proposals in 2022, and the number of repeat clients that we have returning to us to provide additional services after our initial project.

We believe we are unable to find a minority partner that could provide the same level of quality data within similar amounts of time (and therefore fees) as our team of professional assessors.

There are also liability concerns with our staff conducting QA/QC (senior technical review) for site assessment staff of another firm. We would essentially be accepting the liability associated with the other firms' staff member's on-site work. Alternatively, we could have just given other firms complete FCAs to do (e.g. a few of the firehalls. However, at that point we would be introducing greater data variability as you would essentially have two or more firms completing different building for you. This process would have also introduced even higher fees to the project due to the reduction in economies of scale that would come by subdividing the portfolio, thereby reducing our competitiveness on the bid.

Overall, we did not feel that the benefits of engaging a minority business would result in the best possible outcome for the City in terms of the consistency and defensibility of the data, as well as the overall value for the significant investment that you are making by completing this project. If Roth IAMS becomes the successful proponent, we would be happy to discuss this process at the time of negotiations with City staff.

That being said, Roth IAMS does have relationships with Minority/Women owned businesses in Florida that we can partner with for this project should the City wish. However, additional fees would apply as above.

## **6 SUBCONTRACTORS**

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Roth IAMS has the resources to complete the full scope of work with our in-house staff and will not require sub-consultants for this project.

## **7 REQUIRED FORMS**

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All required forms are uploaded together under separate cover as is required in the bidding system.

## **8 FEES**

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Roth IAMS has provided the City with the requested lump sum fee for the scope of work outlined the RFP. Details of per/building breakdown can be provided if awarded this project as there wasn't a location to provide this on the website.

In the event that the City requests Infrared Thermography of Roof and/or electrical panels, an additional cost of \$0.131 per SF of Roof Area, \$0.115/SF of Building with a minimum charge for scan of building envelope and roof @ \$1,000; and \$36/electrical panel will be incurred with a minimum charge for scan of panels @ \$600. Please note that Roth IAMS will require City staff to open the electrical panels. If City staff are not available and Roth IAMS need to hire a contractor independently, additional costs will apply.

Should the City wish Roth IAMS to utilize one of its drones to conduct a visual assessment of a roof, an additional cost of \$0.053/SF of Roof Area with a minimum charge @ \$500 will apply for each roof assessed.

### **8.1 FEE ASSUMPTIONS**

The fees provided are based on the following assumptions:

1. The fees for the facilities include all nominal disbursements including travel expenses;
2. The fees assume that the building sizes provided by the City represent a single building, and not multiple unique buildings at a location or on a site;
3. At the time of the scheduled site visit, the assessors will have full access to facilities, especially to the roof, and the mechanical and electrical rooms;
4. We've assumed one face-to-face meeting (kick-off meeting). The monthly progress meetings will be conference calls;

5. The use of the SLAM CAP software is limited to data capturing and report publication. Should the City desire to use the software to manage their assets, Roth IAMS will be pleased to discuss the terms of the licensing the software;
6. The costs provided assume that projects are awarded with a minimum of a full week's worth of site visits as opposed to one-off buildings;
7. Roth IAMS has included considerably more time to facilitate the 50%, 75% and 100% draft reviews by the City. Should the City defer to the more standard report review process (review of a draft report that includes all data for all elements observed within the building) cost savings can be achieved;
8. If electrical panels are to be opened, the panels will be opened by City staff;
9. Infrared scans and drone operations at a facility will be undertaken during the same trip as the FCA;
10. Inclement weather or unideal conditions may affect the ability to operate drones and/or conduct infrared scans of the building exterior. In such an event, change order requests for additional disbursements will be issued after the City's approval; and
11. It is assumed that the drones will be operated under the permissions provided by FAA Part 107 and will not require more advanced operations.

**APPENDIX 1**  
**LIST OF ASSESSMENT PROJECTS**

Roth IAMS FCA Project List

Proposal No. P24019

Roth IAMS 5-Year History of FCA Projects - Completed and Active Projects			
No.	Client Name	Project Year	Total Contract Amount
1	University of Minnesota	2022 (On-Going)	\$1,841,458
2	Knox County Schools	2023 (On-Going)	\$883,770
3	Manitoba Housing and Renewal Corporation.	2021	\$798,948
4	Government of Saskatchewan	2021	\$675,723
5	University of Saskatchewan	2021	\$653,804
6	Government of Saskatchewan, Ministry of SaskBuilds and Procurement	2022	\$642,735
7	City of Vancouver	2020	\$591,109
8	City of St. Catharines	2021	\$478,167
9	City of Saskatoon	2022	\$475,934
10	City of Calgary	2021	\$432,859
11	University of Regina	2020	\$395,505
12	City of Vancouver	2021	\$384,226
13	University of Guelph	2020	\$376,281
14	Regional Municipality of Wood Buffalo	2020	\$371,005
15	Company B	2022	\$361,869
16	Ontario Northland Transportation Commission	2021	\$356,435
17	Government of Saskatchewan, Ministry of SaskBuilds and Procurement	2021	\$318,870
18	University of Saskatchewan	2020	\$307,108
19	Toronto Metropolitan University	2023	\$261,527
20	Florida Agricultural and Mechanical University	2024	\$255,595
21	Government of Saskatchewan	2021	\$250,610
22	University of Guelph	2021	\$241,061
23	City of Vancouver	2022	\$221,900
24	York University	2021	\$221,743
25	The University of Western Ontario and Affiliates	2020	\$221,320
26	County of Bruce	2021	\$209,121
27	Elk Island Public Schools	2022	\$207,310
28	York University	2022	\$199,375
29	University of Toronto	2020	\$195,237
30	University of Toronto	2021	\$190,921
31	City of Corona	2023	\$187,431
32	The University of Western Ontario and Affiliates	2022	\$186,086
33	Trent University	2022	\$185,369
34	Queen's University	2020	\$160,000
35	University of Southern Mississippi - COASTAL OPERATIONS	2022	\$153,915
36	Town of Newmarket	2022	\$153,663
37	Corporation of the City of New Westminster	2022	\$153,100
38	City of Guelph	2019	\$151,755
39	Carleton University	2022	\$151,031
40	Government of Nunavut	2022	\$148,789
41	Lakehead University	2021	\$143,475
42	State of Maine Bureau of General Services	2022	\$141,718
43	Government of Saskatchewan, Ministry of SaskBuilds and Procurement	2022	\$141,488
44	Toronto and Region Conservation Authority	2021	\$140,656
45	McMaster University	2022	\$138,980
46	InniServices Utilities Inc.	2021	\$134,380
47	Civida	2021	\$129,892
48	City of Calgary	2021	\$128,256
49	Queen's University	2022	\$127,281
50	Government of Nunavut	2019	\$124,277
51	Alberta Beach	2020	\$122,661

Roth IAMS 5-Year History of FCA Projects - Completed and Active Projects			
No.	Client Name	Project Year	Total Contract Amount
52	Government of Nunavut	2020	\$122,176
53	Vassar College	2024	\$120,000
54	City of Barrie	2020	\$119,255
55	Alberta Infrastructure	2021	\$115,373
56	McMaster University	2020	\$113,138
57	Calgary Public Library	2021	\$112,145
58	Fleming College	2021	\$105,727
59	Confederation College	2019	\$105,037
60	Durham College	2019	\$103,430
61	Lakehead University	2020	\$102,882
62	Infrastructure Ontario	2022	\$102,053
63	McMaster University	2023	\$101,624
64	Township of North Dundas	2022	\$99,564
65	Centennial College	2020	\$98,987
66	George Brown College	2020	\$98,636
67	Toronto and Region Conservation Authority	2020	\$98,056
68	University of Guelph	2023	\$95,902
69	Seneca Polytechnic	2019	\$94,820
70	Town of Saugeen Shores	2023	\$89,334
71	Regional District of Fraser-Fort George	2023	\$89,144
72	University of Ottawa	2019	\$86,398
73	St. Clair College	2019	\$85,464
74	The Corporation of the City of Victoria	2019	\$85,135
75	Wilfrid Laurier University	2022	\$85,031
76	Wilfrid Laurier University	2020	\$83,842
77	City of Fort St. John	2021	\$81,931
78	Roth IAMS LLC	2021	\$81,130
79	Victoria University	2021	\$80,083
80	University of Guelph	2019	\$78,280
81	Infrastructure Ontario	2020	\$78,050
82	Government of Saskatchewan, Ministry of SaskBuilds and Procurement	2022	\$77,580
83	Cambrian College	2023	\$73,891
84	Northern College	2020	\$73,424
85	SNO-ISLE Libraries	2023	\$73,220
86	Conestoga College	2020	\$70,633
87	Brock University	2023	\$69,328
88	County of Lethbridge	2019	\$68,053
89	Capilano University	2021	\$67,825
90	Sault College	2020	\$67,582
91	City of Calgary	2019	\$66,700
92	Fanshawe College	2021	\$64,654
93	Government of Saskatchewan, Ministry of SaskBuilds and Procurement	2019	\$62,068
94	Peace River Regional District	2021	\$61,868
95	Fanshawe College	2020	\$61,460
96	Regional District of Fraser-Fort George	2020	\$61,440
97	Government of Nunavut	2022	\$61,265
98	University of Regina	2023	\$61,241
99	Government of the Northwest Territories	2021	\$61,171
100	Fanshawe College	2020	\$61,143
101	Infrastructure Ontario	2019	\$60,292
102	Fanshawe College	2023	\$60,114

Roth IAMS FCA Project List

Proposal No. P24019

Roth IAMS 5-Year History of FCA Projects - Completed and Active Projects			
No.	Client Name	Project Year	Total Contract Amount
103	Conestoga College	2019	\$59,933
104	Infrastructure Ontario	2022	\$58,690
105	Toronto Community Housing Corporation	2021	\$58,598
106	The Calgary Young Men's Christian Association	2023	\$58,278
107	Regional District of Central Kootenay	2022	\$57,800
108	Humber College	2020	\$57,419
109	City of Iqaluit	2022	\$57,078
110	Town of Stony Plain	2023	\$54,665
111	Laurentian University of Sudbury	2020	\$54,371
112	City of Vaughan	2022	\$54,350
113	Algonquin College	2023	\$53,672
114	Brock University	2020	\$52,658
115	Humber College	2020	\$52,173
116	Columbia Shuswap Regional District	2021	\$51,442
117	University of Ontario Institute of Technology	2021	\$50,822
118	District of Saanich	2022	\$50,000
119	City of Kelowna	2022	\$49,970
120	City of Mississauga	2020	\$48,500
121	Algonquin College	2020	\$48,479
122	Ontario Northland Transportation Commission	2021	\$48,390
123	Toronto Lands Corporation (TLC)	2022	\$47,500
124	University of Toronto Mississauga	2020	\$46,717
125	University of Toronto Scarborough	2020	\$45,454
126	Thinkspace Architecture Planning Design Ltd.	2020	\$45,234
127	City of Kelowna	2023	\$44,188
128	La Cite College	2020	\$44,017
129	Centennial College	2020	\$43,192
130	Mohawk College	2019	\$42,862
131	Mohawk College	2020	\$42,854
132	Loyalist College	2020	\$42,426
133	Mohawk College	2021	\$42,421
134	City of Calgary	2021	\$42,130
135	Niagara College of Applied Arts and Technology	2019	\$41,891
136	ORH	2021	\$40,628
137	Casino Rama	2022	\$40,100
138	Conestoga College	2021	\$39,532
139	Stetson University	2024	\$38,758
140	City of Kelowna	2022	\$38,188
141	Peace River Regional District	2021	\$38,125
142	Conestoga College	2022	\$37,779
143	City of Calgary	2023	\$37,511
144	Gov't of Manitoba Asset Management/Central Services Government buildings	2022	\$36,916
145	Town of Innisfail	2023	\$35,236
146	Columbia Shuswap Regional District	2020	\$35,118
147	Roth IAMS LLC	2022	\$34,600
148	Regina Public Library	2023	\$34,040
149	La Cite College	2020	\$33,973
150	Northern College	2020	\$33,646
151	Toronto Lands Corporation (TLC)	2019	\$33,315
152	University of Toronto Mississauga	2020	\$32,104
153	St. Lawrence College	2022	\$32,041

Roth IAMS 5-Year History of FCA Projects - Completed and Active Projects			
No.	Client Name	Project Year	Total Contract Amount
154	Niagara College of Applied Arts and Technology	2019	\$30,505
155	InnServices Utilities Inc.	2021	\$30,430
156	Seneca Polytechnic	2021	\$28,885
157	Fleming College	2023	\$28,881
158	City of Edmonton	2022	\$28,523
159	Loyalist College	2020	\$27,573
160	Algonquin College	2021	\$27,510
161	Algonquin Lakeshore Catholic District School Board	2020	\$27,058
162	Regional District of Central Kootenay	2021	\$26,020
163	City of Edmonton	2022	\$26,010
164	City of Calgary	2022	\$25,695
165	City of Edmonton	2022	\$25,523
166	Algoma University	2020	\$25,036
167	United Counties of Leeds and Greenville	2019	\$24,581
168	University of Ottawa	2021	\$23,233
169	City of Campbell River	2021	\$23,100
170	Municipality of Arran-Elderslie	2023	\$23,024
171	TransAlta Tri Leisure Centre	2023	\$22,940
172	City of Edmonton	2021	\$22,763
173	The Corporation of the City of Brantford	2023	\$22,571
174	Town of Innisfil	2022	\$22,400
175	Infrastructure Ontario	2021	\$21,867
176	Regional District of Central Kootenay	2021	\$21,344
177	University of Southern Mississippi - COASTAL OPERATIONS	2022	\$20,905
178	City of Dawson Creek	2022	\$20,613
179	Bouygues Energies & Services Canada Ltd.	2021	\$20,335
180	City of Dawson Creek	2021	\$20,168
181	St. Lawrence College	2019	\$20,081
182	Sudbury Catholic District School Board	2020	\$20,000
183	Sudbury Catholic District School Board	2020	\$20,000
184	Regional District of North Okanagan	2019	\$19,945
185	City of Edmonton	2022	\$19,700
186	Centennial College	2022	\$19,151
187	Queen's University	2021	\$19,150
188	Regional District of Central Kootenay	2020	\$18,945
189	District School Board of Niagara	2023	\$18,030
190	Regional Municipality of Wood Buffalo	2023	\$17,857
191	Corporation of The City of Niagara Falls	2023	\$17,625
192	The Corporation of the City of Vernon	2022	\$17,238
193	Town of Innisfail	2022	\$16,935
194	The Calgary Young Men's Christian Association	2022	\$16,905
195	City of Mississauga	2020	\$16,485
196	City of Mississauga	2020	\$16,000
197	Bruce-Grey Catholic District School Board	2020	\$14,785
198	Sudbury Catholic District School Board	2022	\$14,778
199	Strathcona County	2023	\$14,443
200	District of Mackenzie	2023	\$14,308
201	The Corporation of the City of Port Coquitlam	2023	\$13,838
202	St. Joseph's College, University of Alberta	2023	\$13,773
203	City of Edmonton	2022	\$12,973
204	Regional District of Central Kootenay	2022	\$12,939

Roth IAMS FCA Project List

Proposal No. P24019

Roth IAMS 5-Year History of FCA Projects - Completed and Active Projects			
No.	Client Name	Project Year	Total Contract Amount
205	Bellwood Centres for Community Living Inc	2021	\$12,673
206	City of Edmonton	2021	\$12,588
207	City of Iqaluit	2022	\$12,500
208	FCAPX Ontario Ltd.	2019	\$12,500
209	Loyalist College	2020	\$12,500
210	City of Calgary	2021	\$12,000
211	District of Mission on the Fraser	2021	\$11,895
212	Belvedere Heights Board of Management	2021	\$11,673
213	The Corporation of the City of Kingston	2023	\$11,550
214	Civida	2022	\$10,918
215	City of Calgary	2023	\$10,695
216	Mancal Property Holdings Inc.	2019	\$10,565
217	St. Clair College	2022	\$10,484
218	Saskatchewan Cancer Agency	2019	\$10,443
219	City of Calgary	2020	\$10,435
220	Cardel Rec South	2022	\$10,185
221	Woodbine Entertainment	2023	\$10,031
222	University of Southern Mississippi - COASTAL OPERATIONS	2023	\$10,000
223	Town of Saugeen Shores	2023	\$9,915
224	Gilmore Printing Services	2022	\$9,800
225	University of Toronto	2020	\$9,708
226	Genesis Centre	2022	\$9,370
227	Queen's University	2021	\$9,260
228	The Corporation of the City of Kingston	2019	\$9,150
229	FCAPX Ontario Ltd.	2019	\$9,000
230	Regional Municipality of Wood Buffalo	2022	\$8,670
231	Thinkspace Architecture Planning Design Ltd.	2023	\$8,395
232	The Corporation of the City of Victoria	2019	\$7,980
233	The Corporation of the City of Kingston	2019	\$7,700
234	Regional District of Central Kootenay	2022	\$7,253
235	The Ranchmen's Club	2023	\$6,990
236	County of Bruce	2022	\$6,895
237	Brock University	2019	\$6,690
238	County of Minburn No. 27	2022	\$6,673
239	Town of Oakville	2023	\$6,570
240	Toronto and Region Conservation Authority	2023	\$6,503
241	Brock University	2020	\$6,500
242	FCAPX Ontario Ltd.	2019	\$6,500
243	Strata Corporation LMS 49 - Devon Gate	2019	\$6,100
244	FCAPX Ontario Ltd.	2019	\$6,000
245	Sheridan College	2020	\$6,000
246	Yellowhead County	2019	\$5,843
247	Bouygues Energies & Services Canada Ltd.	2022	\$5,660
248	The Agency of Co-operative Housing	2019	\$5,650
249	Innovation Saskatchewan	2023	\$5,600
250	City of Edmonton	2022	\$5,233
251	Strata Corporation EPS 4644 - Sutherland	2019	\$5,000
252	Ausenco Sustainability Inc	2022	\$4,990
253	City of Calgary	2022	\$4,950
254	Internat Energy Solutions Canada Inc.	2021	\$4,900
255	Regional District of Central Kootenay	2023	\$4,885

Roth IAMS 5-Year History of FCA Projects - Completed and Active Projects			
No.	Client Name	Project Year	Total Contract Amount
256	Northern College	2023	\$4,780
257	Town of Stouffville	2023	\$4,400
258	FCAPX Ontario Ltd.	2019	\$4,200
259	Regional District of Central Kootenay	2020	\$4,200
260	The Agency of Co-operative Housing	2019	\$4,160
261	Town of Fox Creek	2019	\$3,990
262	Dundas Valley School of Arts	2022	\$3,450
263	Town of Innisfil	2023	\$3,300
264	CT REIT GP CORP	2021	\$3,220
265	Civida	2023	\$3,015
266	Niagara College of Applied Arts and Technology	2020	\$2,987
267	FCAPX Ontario Ltd.	2019	\$2,600
268	City of Calgary	2021	\$2,500
269	FCAPX Ontario Ltd.	2019	\$2,500
270	Lac Ste Anne County	2019	\$2,460
271	Alberta Beach	2019	\$2,045
272	George Brown College	2020	\$2,000
273	University of Toronto Mississauga	2021	\$1,800
274	Loyalist College	2021	\$1,500
275	Centennial College	2020	\$1,379
<b>Total FCA Revenue since 2019</b>			<b>24,290,907.99</b>

**APPENDIX 2**  
**PROPOSED SCHEDULE**



**APPENDIX 3**  
**SLAM CAP SCREENSHOTS**

This document will provide some general overview screenshots demonstrating SLAM CAP's functionality as it relates to our Client's requirements.

### Asset Overview

Screenshot of the Asset Dashboard showing:

1. User Defined Tag based filters
2. Ability to Map Buildings Based on the Civic Address
3. Current Fiscal Year for Funding and Planning Purposes
4. Mapping Functionality
5. Client-Defined FCI value by building

Also note that most columns across the Dashboard are sortable and that SLAM is mobile enabled so all screens will be right sized on mobile devices.

ID	Facility Number	Name	Description	Address	City	Province	Postal Code	Country	Latitude	Longitude	Phone	Website	Email	Area	GFA Footprint	Floors	Basement Levels	Year Constructed	Ownership Type
043	1	College Ave West	Garage	1 College Ave West	Quebec														
150	11	University Ave East	Garage	11 University Avenue East	Quebec														
111	11	University Avenue East		11 University Avenue East	Quebec														
20	20	1234 Belmont		1234 Belmont Street	Thunder Bay														
149	192	Albert Street		192 Albert Street	Windsor														
1	2018_11071	1000		1000	St Catharines														

### Custom Columns/Views

Screenshot showing user-defined options for column views that exist at the Asset, Element, Recommendation and Assessment level.

**Assets** Save Reset Cancel

Include in List View

**Flags**

ID

Facility Number

Name

Description

Address

City

Province

Postal Code

Country

Latitude

Longitude

Phone

Website

Email

Area

GFA Footprint

Floors

Basement Levels

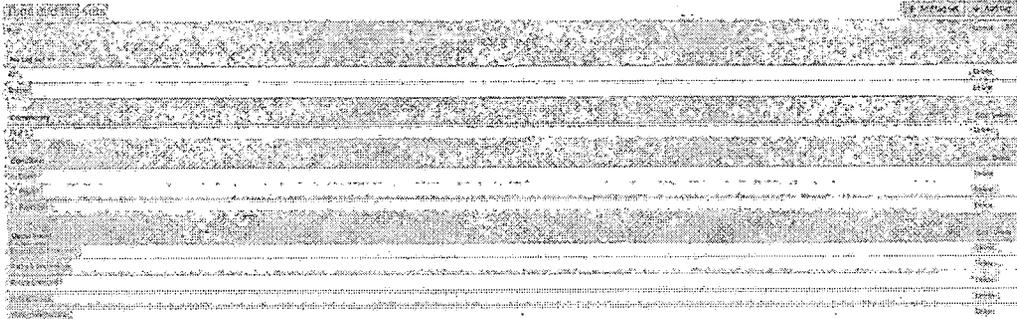
Year Constructed

Ownership Type

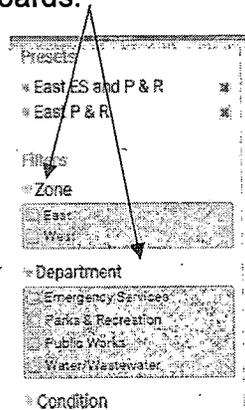
use

### Client-Defined Asset Tags

The screenshot below shows the user-defined Asset Tags and Tag Sets (Become Filters for Viewing, Reporting and KPIs). Tags are used to organize Assets into higher groupings like Organization, Campus, Region, etc.

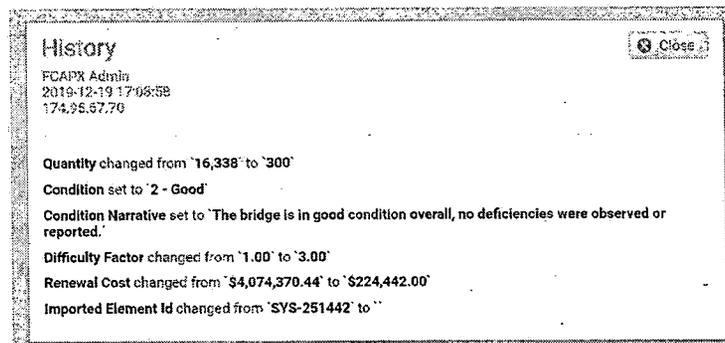


The screenshot below shows an example of two Asset Tag sets providing dynamic filtering capabilities on data dashboards.



### Maintaining History of Changes

The screenshot below shows an example of how all changes to the data within SLAM CAP are logged and visible by users, allowing for greater understanding of data over time and provides additional risk management in the event that something was changed accidentally.



## Audit Trail and Recommendation History

The screenshot below shows the Assessment Audit Trail that allows users to see the results of previous Assessment completed on an Element, and a Recommendation History showing Completed and Active Recommendations.

**Element #196** 5/875

**Element**

- Asset: C Building
- Uniform Code: B202001 - Windows
- Descriptor: Exterior windows
- Description: The buildings exterior windows are aluminum framed with insulating glass.
- Last Assessed:
- Last Modified: Jan 6, 2020
- Installation Year: 1972

**Assessments**

Assessor	Condition	Start Date	End Date	Count
David Neufeld	4 - Poor	Jun 25, 2020	2022	1
Osma, J. Ali	4 - Poor	Oct 15, 2019	2022	0

**Recommendations**

Task	Year	Type	Qty	Cost
Reseal Windows	2019	Major Repair	0	\$50,000.00
Windows	2022	Life Cycle Replacement	760	\$90,554.76

## Data Management Wizards

The screenshot below shows one of the data management wizards that allows users to optionally update Element information when completing non-Replacement (e.g., Engineering Studies and Repairs), streamlining data management and ensuring data integrity over time.

**Complete Task**

In addition to completing the current task, you may also optionally make changes to the element, recommendation or any other tasks on the recommendation as follows:

**Complete the Recommendation**

This is the final active task on the recommendation, would you like to complete the recommendation as well?

Complete Recommendation

**Review Remaining Recommendations**

By completing this task, other existing recommendations on the same element may become invalid or require updates in order to properly reflect the new condition of the element.

Would you like to redirect to the element view upon complete in order to review the remaining recommendations?

Redirect to Element

**Update the Element**

Asset: C Building

Element ID: 196

Element: Exterior windows

Installation Year: 1972

Expected Useful Life: 30 Years

Expected Renewal Year: 2002

Flag: None

Condition: 4 - POOR

Condition Narrative: The windows have aged and have broken seals, lifecycle replacement is recommended.

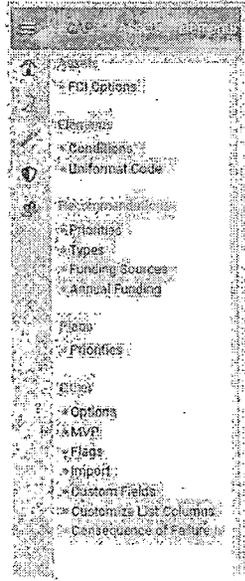
Remaining Useful Life: 0 Years

Renewal Year: 2022

Buttons: Complete Task, Cancel, Revert

## Extensive Configuration Options

The screenshot below provides an overview of the extensive Configuration Options within SLAM CAP including FCI (multiple time horizons), Condition Rating, Priorities, Funding Sources and Annual Funding Levels.



Extensive user configurability for all areas of the database. Your own URL allows for you to configure SLAM CAP how you want it without worrying about sharing a database with other organizations.

## Multivariable Prioritization

SLAM CAP includes Multivariable Prioritization that allows each client to define their own priority categories, create ratings, scores and weightings that result in a numerical priority value created automatically for each Recommendation. Categories are applied at the Asset-Level (comparing Building A vs. Building B), the Element Level (Comparing Uniformat Codes against each other) and based on the Element Condition Rating (Unique for each Element in each Asset).

Each client-defined sub-category is given a score demonstrating the relative importance of each sub-category in the group.

Organize MVP Categories		
Category	Score	Weight
1 - Moving Parts	100	
2 - Roof	90	
3 - Wall	60	
4 - Deck	20	
5 - Other	10	
6 - Other	100	
7 - Other	50	
8 - Other	50	
9 - Other	40	
10 - Other	20	
11 - Other	5	
12 - Other	5	

Each client-defined category is weighted out of 100 demonstrating the relative importance of each category when compared to the others.

Category	Weight
Condition	50
Consequence of Failure	30
Energy Savings Potential	10
Use of Building	5
Enabling User Experiences	5
<b>Total</b>	<b>100</b>

The screenshot below shows the Asset MVP categorization wizard that scores each asset on the Asset-Specific Categories.

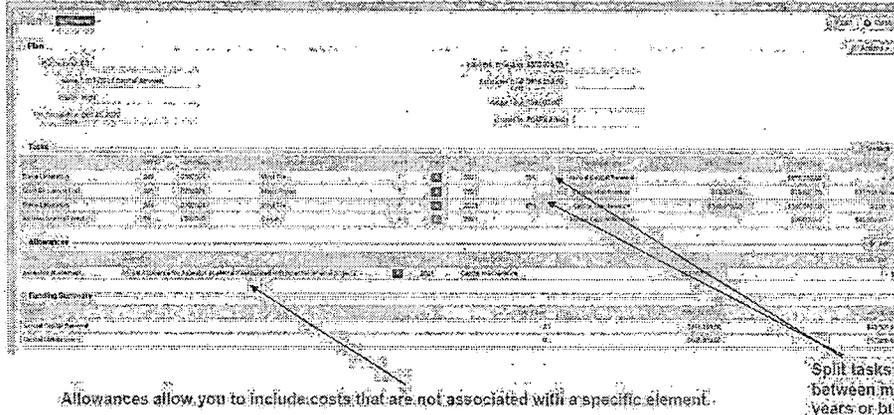
Category	Value
Use of Building	Academic
Enabling User Experiences	Significant: Used nearly 100%

This screenshot shows the MVP dashboard based on the Uniformat Categories.

Uniformat Codes	Search			
<input type="checkbox"/> A		Substructure	Full Building Closure	None
<input type="checkbox"/> A10		Foundations	Full Building Closure	None
<input type="checkbox"/> A10D		Standard Foundations	Full Building Closure	None
<input type="checkbox"/> A10D2		Special Foundations	Full Building Closure	None
<input type="checkbox"/> A10D3		Slab on Grade	Partial Building Closure	Low
<input type="checkbox"/> A20		Exterior Construction	Full Building Closure	None
<input type="checkbox"/> A202		Exterior Walls	Full Building Closure	None
<input type="checkbox"/> B		Shell	Full Building Closure	Medium
<input type="checkbox"/> B10		Superstructure	Full Building Closure	Medium
<input type="checkbox"/> B10D		Floor Construction	Full Building Closure	None

## Detailed Planning Platform

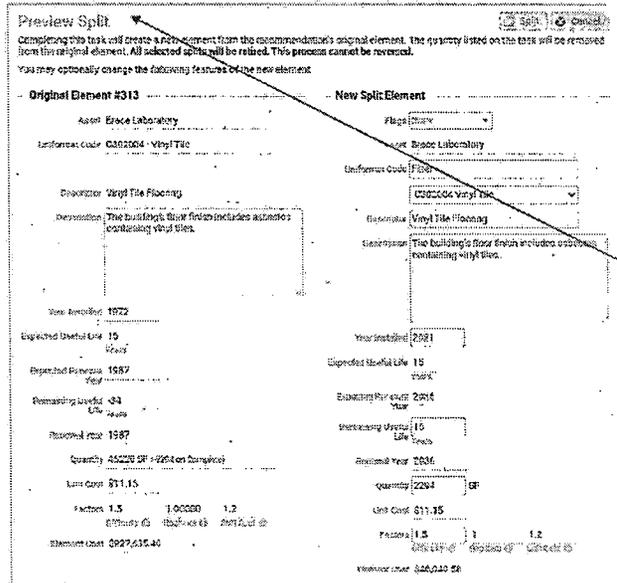
SLAM has a Planning dashboard that allows clients to quickly and easily create Tasks against Recommendations and use Allowances to build their capital plan right in SLAM, making project tracking spreadsheets obsolete. Tasks allow clients to split Recommendations over multiple years or different funding sources.



Allowances allow you to include costs that are not associated with a specific element.

Split tasks between multiple years or budgets.

Data Management wizards allow for extensive data updating at the Element Level when completing Tasks associated with Recommendations, ensuring accuracy of data over time.



We know that capital renewal is complicated. Our intuitive wizards remove numerous manual steps that allow you to easily maintain data integrity during on-going data management. Automatically create new Elements during complete or partial replacement.

The screenshot below shows the Funding Summary at the top of the Planning dashboard which allows clients to enter user-defined Funding Sources and Annual Funding Levels. The Summary allows users to see how much of each funding source, by year, has been included in their Plans for both estimated budget and actual spend.

Funding Source	Year	Estimated Budget	Actual Spend
Funding Source 1	2017	\$1,200,000	\$1,100,000
	2018	\$1,500,000	\$1,400,000
Funding Source 2	2017	\$800,000	\$750,000
	2018	\$900,000	\$850,000
Funding Source 3	2017	\$300,000	\$280,000
	2018	\$400,000	\$380,000

Summaries allow you to have a real-time view of how you are allocated each unique, user-defined funding source. Provides data for both Estimated (planned amount) and Actual (final project costs).

### User-Defined Flags at all Data Levels

Each client portal includes unlimited user-defined flags that allow clients to easily find and filter for data at the Asset, Element, Recommendation and Assessment level.

Level	Flag Name	Filterable
Asset	Asset Name	Yes
	Asset ID	Yes
Element	Needs Review	Yes
	Needs Photo	Yes
	Requires Location	Yes
Recommendation	20-Year Plan	Yes
	Planning	Yes
	Study	Yes
Assessment	On-Going Comment from Assessor	Yes
	Refer to Arch Structural	Yes
	Refer to Electrical Dept.	Yes
	Refer to Mech Dept.	Yes
	Reviewed - Assessor Discussion Needed	Yes
	Reviewed - No Comments	Yes

Each flag is filterable at the appropriate level of the database. The screenshot below demonstrates a sample of Assessment Flags and the associated filters.

Flags

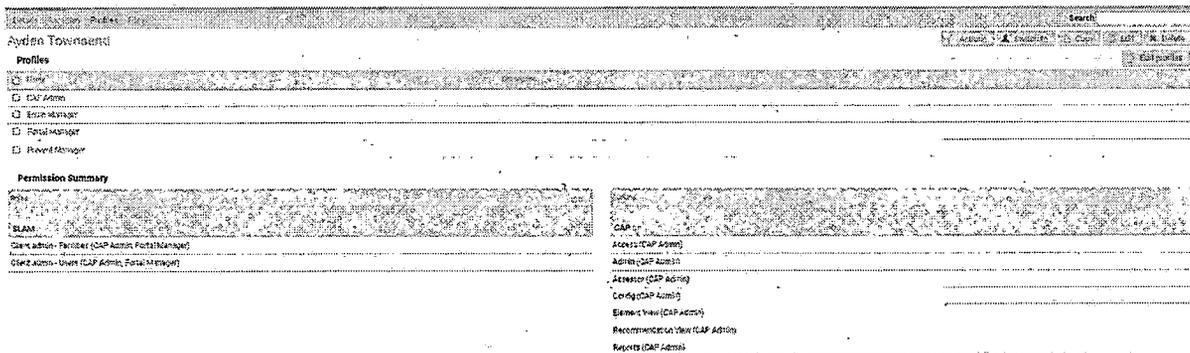
- Corrected
- On-Going Comment from Assessor
- Refer to Arch Structural
- Refer to Electrical Dept.
- Refer to Mech Dept.
- Reviewed - Assessor Discussion Needed
- Reviewed - No Comments
- Has Comments

The screenshot below demonstrates how multiple flags can be used for a datapoint. Additionally, it demonstrates two automated flags that are created for Assessments added by a third-party assessor and the presence of Comments associated with an Assessment (used to assist in on-line report reviews).

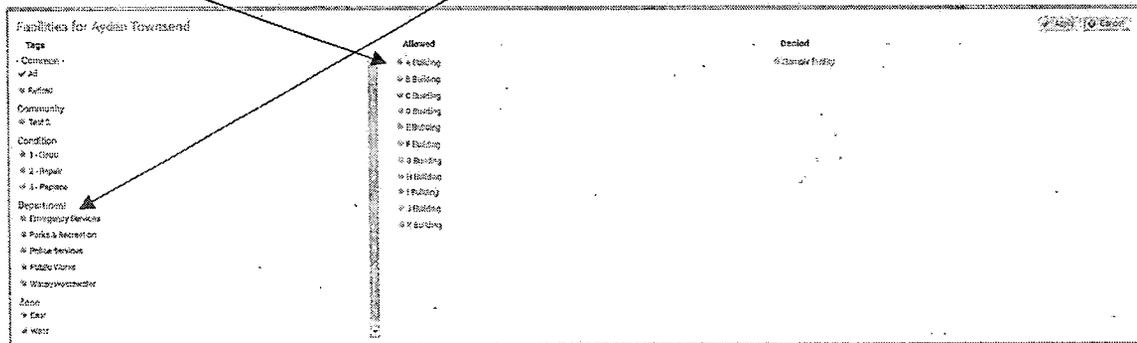


### User/Profile Management

The screenshot below demonstrates the ability to assign multiple profiles which control the permissions for each user within SLAM CAP.

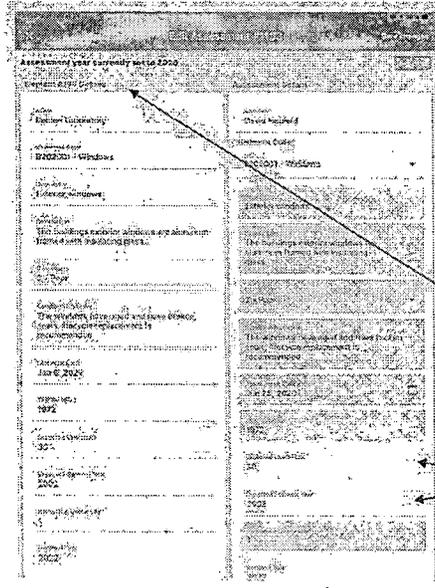


The screenshot below demonstrates how users can be assigned access to specific buildings organized by user-defined Asset Tags (Client-define grouping of buildings) or by individual building.



## Hand-Held Application

In addition to the on-line portal, SLAM also has a handheld APP that allows for on-site, off-line data collection of FCA data.



Assessments are completed using our Off-Line App that works on iOS and Android.

All data but narratives collected on-site increasing accuracy and completeness of dataset

Side-by-side view of previous data and new assessment

Locked fields prevent assessors from editing calculated or locked data

The SLAM APP allows for easy linking of photos with Assessments on-site while standing in front of the equipment.

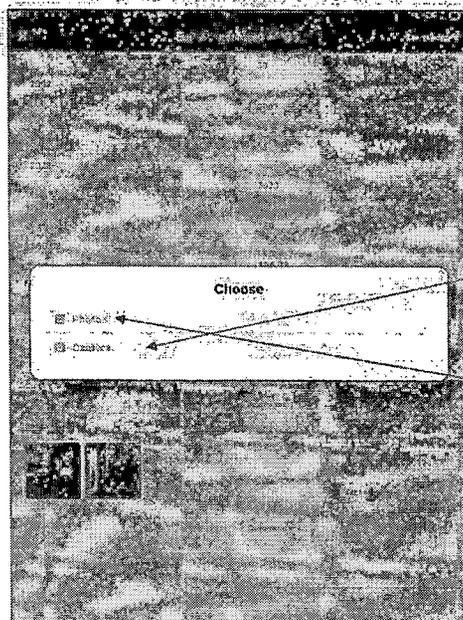


Photo capture occurs right on-site. Increases accuracy, photo quality and efficiency of assessment.

Ability to add photos from your camera roll as well if needed.

The following screenshot shows the addition of Allowances to the Planning functionality within SLAM CAP, below the tasks that are associated with specific Recommendations.

Plan										Actions
Plan Number	001			Initial Est. Total Cost	\$978,382.50					
Name	2021 Capital Renewal			Estimated Total Cost	\$1,950,847.50					
Priority	High			Actual Total	\$2,742,000.00					
Est. Completion Date	Dec 31, 2021			Created by	FGAPX Admin					
Tasks										Actions
Building	Room Code	Description	Task	Status	Year	Funding Source	Initial Estimate	Estimated Cost	Actual Cost	
B Building	249	C302204	Vinyl Tile	1	2021	53% Operating Budget	-	\$670,995.00	-	
I Building	596	B301022	Conventional - Single Ply Membrane	9	2021	Capital Budget	\$607,500.00	\$607,500.00	\$050,000.00	
B Building	95	C302005	Carpet	4	2021	Capital Budget	-	\$36,000.00	\$42,000.00	
B Building	41	B301026	Inverted - Single Ply Membrane	18	2021	Capital Budget	\$151,875.00	\$151,875.00	\$1,750,000.00	
K Building	659	B301026	Inverted - Single Ply Membrane	20	2021	Capital Budget	\$150,727.50	\$150,727.50	\$175,000.00	
H Building	525	B301028	Metal Roofing	12	2021	Capital Budget	\$88,253.00	\$115,750.00	\$125,000.00	
Allowances										Actions
Description	Plan	Year	Funding Source	Estimated Cost	Actual Cost					
Asbestos Abatement	2021	Operating Budget	\$150,000.00	-						
Parking Maintenance Patching	2021	Capital Budget	\$100,000.00	-						

The screenshot below provides the input screen for an Allowance demonstrating the options that each user has in creating an Allowance, including assigning it to a client-define funding source, picking the year to budget for and providing an Estimated Cost.

Add Allowance Save Cancel

---

**Allowance**

Name:

Description:

Funding Source:

Year:

Estimated Cost:

The screenshot below demonstrated the addition of the Major Changes filter to the Assessment dashboard allowing clients to focus in on areas where major changes occurred from previous data.

Asset	Asset Code	Uniformat Code	Uniformat Name	Year	Count	Assessment Year	Assessment Value
1204 A Building	Standard Foundations	A1010	Standard Foundations	2012	2	2023	\$390,764.85 2021
1219 A Building	Bridge to MC Building	B1010	Floor Construction	2012	5	2025	\$221,480.00 2021

Page: 1 / 1

The following two screenshots demonstrate the highlighting of specific data fields where the latest assessments changed the previous assessment data. As opposed to most other CAMS systems, SLAM CAP retains an audit trail of previous assessments for each element so clients can see the evolution of the condition of an element as opposed to only seeing current assessment data.

Assessment #1210 2 / 2

None Previous Copy Close

Assessment year currently set to 2021

Element #3 Details

Assessment Details

Asset A Building  
 Descriptor Bridge to MC Building  
 Uniformat Code B1010  
 Uniformat Name Floor Construction  
 Description The bridge to the MC Building is a steel framed structure with composite steel deck and concrete floor and steel roof deck. Its exterior walls are comprised of four-sided structural silicone curtain wall with insulated glazing units, some with fritted glass. Its roof is comprised of standing  
 Condition 2 - Good  
 Condition Narrative The bridge is in good condition overall, no deficiencies were observed or reported.  
 Last Assessed

Assessor eBase Administrator  
 To be Retired  
 Descriptor Bridge to MC Building  
 Uniformat Code B1010  
 Uniformat Name Floor Construction  
 Description The bridge to the MC Building is a steel framed structure with composite steel deck and concrete floor and steel roof deck. Its exterior walls are comprised of four-sided structural silicone curtain wall with insulated glazing units, some with fritted glass. Its roof is comprised of standing  
 Condition 3 - Fair  
 Condition Narrative The bridge is in fair condition overall, minor deficiencies were observed or reported.

Condition **2 - Good**

Condition Narrative **The bridge is in good condition overall, no deficiencies were observed or reported.**

Last Assessed \_\_\_\_\_

Year Installed **2012**

Expected Useful Life **75**  
Years

Expected Renewal **2087**  
Year

Remaining Useful **66**  
Life Years

Renewal Year **2087**

Quantity **300 SM**  
Building

Unit Cost **\$253.12**

Factors **3**      **1.25000**      **1**  
Difficulty Regional Soft Cost

Element Cost **\$284,760.00**

**Additional** \_\_\_\_\_

Replacement costs are for roofing and interior finishes.

Condition **3 - Fair**

Condition Narrative **The bridge is in fair condition overall, minor deficiencies were observed or reported.**

Assessment Date \_\_\_\_\_

Year Installed **2012**  
Constructed in **2012**

Expected Useful Life **75**  
Years

Expected Renewal **2087**  
Year

Remaining Useful **5**  
Life Years

Assessment **2026**  
Renewal Year

Quantity **350 SM**  
Building

Unit Cost **\$253.12**

Factors **2**      **1.25**      **1**  
Difficulty Regional Soft Cost

Assessment Cost **\$221,480.00**

The screenshot below provides an example of our Import Tool wizard that allows users to easily Map data from an existing spreadsheet to the appropriate SLAM data field. Automapping provides AI that will streamline the process and reduce the number of clicks. Imports are available at the Asset, Assessment, Element and Recommendation level within SLAM.

**File Import Wizard** + Auto Map Import Cancel

Select a Sheet Sheet1 Import Type Asset Choose File  
13\_14\_element\_import.xlsx

Asset Field	Column Header
- Choose an Import Field -	Site ID
- Choose an Import Field -	Site Name Long
- Choose an Import Field -	Building Number
- Choose an Import Field -	Building Name
- Choose an Import Field -	Building Area
- Choose an Import Field -	Building Year
- Choose an Import Field -	Life Cycle ID
- Choose an Import Field -	System Name
- Choose an Import Field -	Uniformat Description
- Choose an Import Field -	Level5 Uniformat Number
- Choose an Import Field -	Comments
- Choose an Import Field -	LC Priority Id
- Choose an Import Field -	System Description Note
- Choose an Import Field -	Sub System Type

The following screenshot demonstrates the dynamic filtering functionality, autofill in search fields for filters and the ability to save Preset filter sets.

### Presets

East Zone, Parks and Rec Roofing

Client-defined Presets allow for easy retrieval of commonly used filters

### Filters

▸ Zone

East

▸ Department

Parks & Recreation

Dynamic Filters Adjust the selectable options based on previously selected filters

▸ Condition

▸ Asset

▸ Uniformat Code

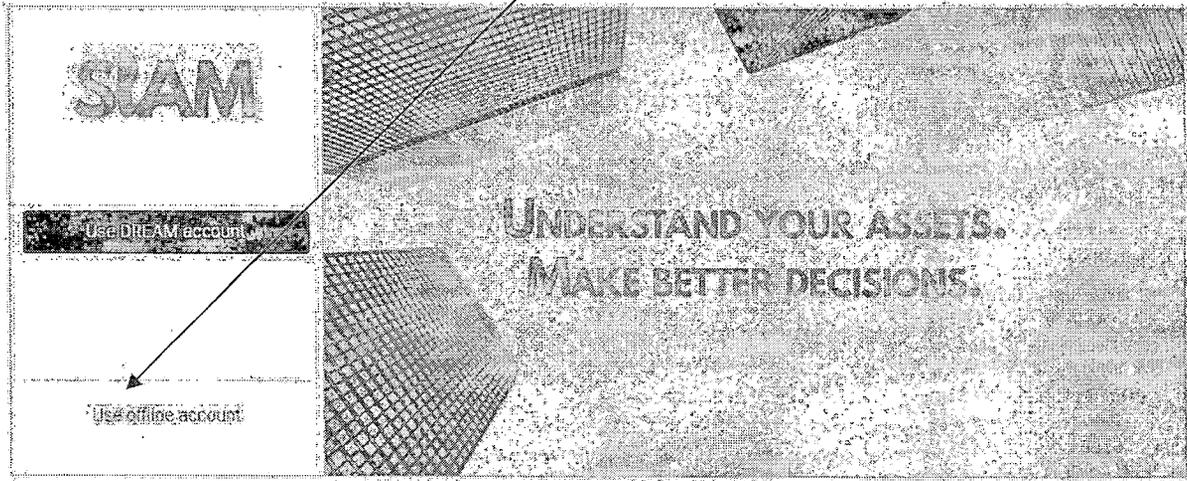
B3010

Search fields within filters autofill based on the text entered

- B3010
- B301005
- B301006
- B301021
- B301022
- B301023
- B301024
- B301025
- B301026
- B301027

The screenshot below demonstrates what a Single-Sign-On (SSO) login screen will look like.

Third parties would login by clicking the Use Offline Account link show in the screenshot below.



The screenshot below provides details of the easy and dynamic data filters, and shows the ability to save or export custom report formats.

11	1 College Ave West	C102002 - Solid Interior Doors - Single The interior doors include solid core single doors mounted to wood frames with butt hinges.
12	1 College Ave	C201001 - Interior Stair The building is provided with wood-framed stairs, with wood guards and handrails at the unprotected edge. The

The screenshot below provides an overview of the off-the-shelf list of reports that come with base configuration.

The screenshot shows a web browser window with the address bar displaying "onhe.slamtechnologies.com/slam/reports". The page title is "Reports". The main content area is a list of report categories, each with a sub-list of items:

- Saved reports**
  - Element Recommendations - Pilot Orgs \*
- Document Builder**
  - Document Builder
  - Document Builder Tags
- Assets**
  - All Assets
- Elements**
  - All Elements
- Assessments**
  - All Assessments
- Recommendations**
  - Element Recommendations
  - Opinion of Probable Cost
  - Assessment Recommendations
- Plans**
  - All Plans
  - Plan Breakdown
- Tasks**
  - All Tasks
- PDF Reports**
  - Photos by Asset
  - Asset Condition
- Other**
  - Rollovers
  - Image Export

The screenshot below provides a sample extract of the default Asset Condition Assessment report (PDF).

823 Exterior Enclosures

Element Description	
Name	8231027 - Balcony W/Handr. and Railings
Installation Year	2013
Condition	4 - Good
Estimated Useful Life (in years)	25 Years
Remaining Useful Life (in years)	20 Years
Retirement Year	2033
Quantity / Unit of Measure	52 JLF
Unit Cost	\$505.60
Difficulty / Regional / Unit Cost Factors	1.00 / 1.00000 / 1.00000
Replacement Cost	\$26,279.20

**Description**  
The roof includes a set of stairs with galvanized steel handrails, steel grate walkway and pipe railing.

**Condition Narrative**  
The steel grate walkway is in good condition overall, no significant deficiencies were observed.

**Photos**



8231027

**Recommendations**

Recommendations #1 - Balcony Walls and Handrails	
Type	Life Cycle Replacement
Year	2033
Cost	\$26,279.20

One Click Report provides Element and Recommendation Information including photos organized by Uniformat II, includes user-define custom fields.

The screenshot below provides a Report Builder template that demonstrates the ability for users to customize report format and content to meet their specific needs and aligned with the corporate brand standards.

Collaborative - Passionate - Consistently Curious

1 -> Introduction

Ruth+AMS LLC (Ruth+AMS) was contracted by the S[client.name] to conduct a Facility Condition Assessment (FCA) of the S[asset.name] (herein referred to as the "Facility," "Site" or "Property"). We understand the purpose of this report is to assist with the long-term capital planning for the facility. This report summarizes the findings of the FCA for the property.

In addition to the FCA scope of work the following deliverables are included in this report:

- Visual-Only Energy Efficiency Review, etc.
- Preventative Maintenance Plan.

Facility

Information on the evaluated facility is provided below:

Building Name	S[asset.name]
Address	S[asset.address]
Estimated Build Floor Area (sq. m.)	S[asset.area]
Number of Stories	S[asset.floors]
Date of Construction	S[asset.date_of_construction]

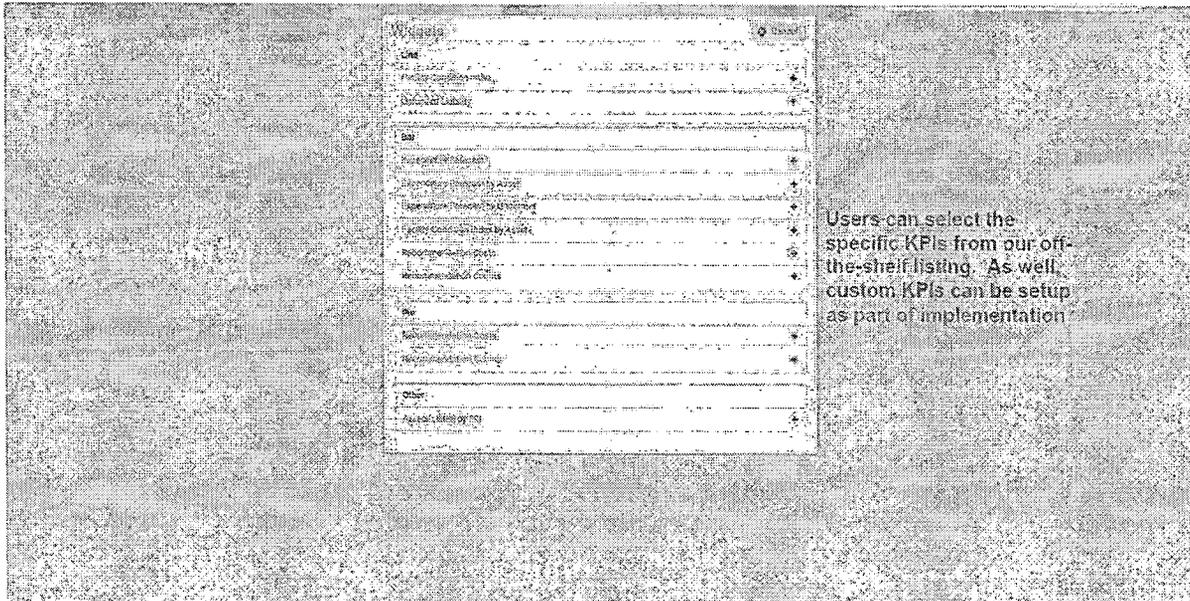
Site Review

A site visit was performed on S[asset.full\_condition\_assessment\_date] by Ruth+AMS personnel.

Page Break

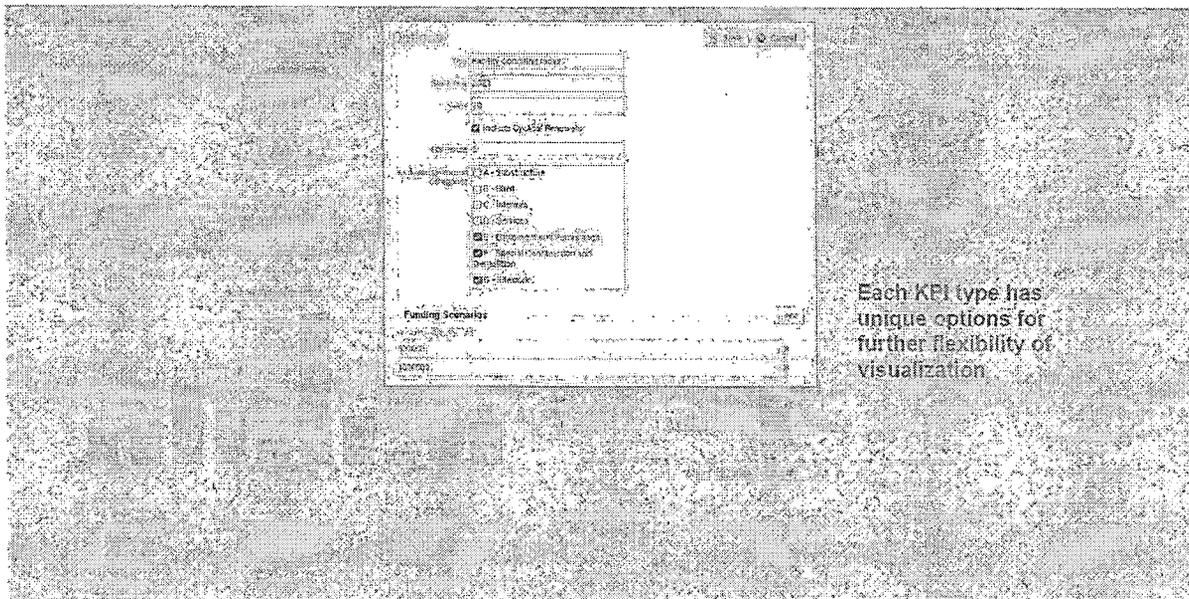
Report Builder lets you create your own Word-Based report template based on data tags embedded into the software code. Include standard language, formatting, etc. Also can include KPIs. Clients will be trained to build their own reports, and on-going support is provided.

The screenshot below provides a view of the available off-the-shelf KPIs that can be selected and configured on a user's dashboard.



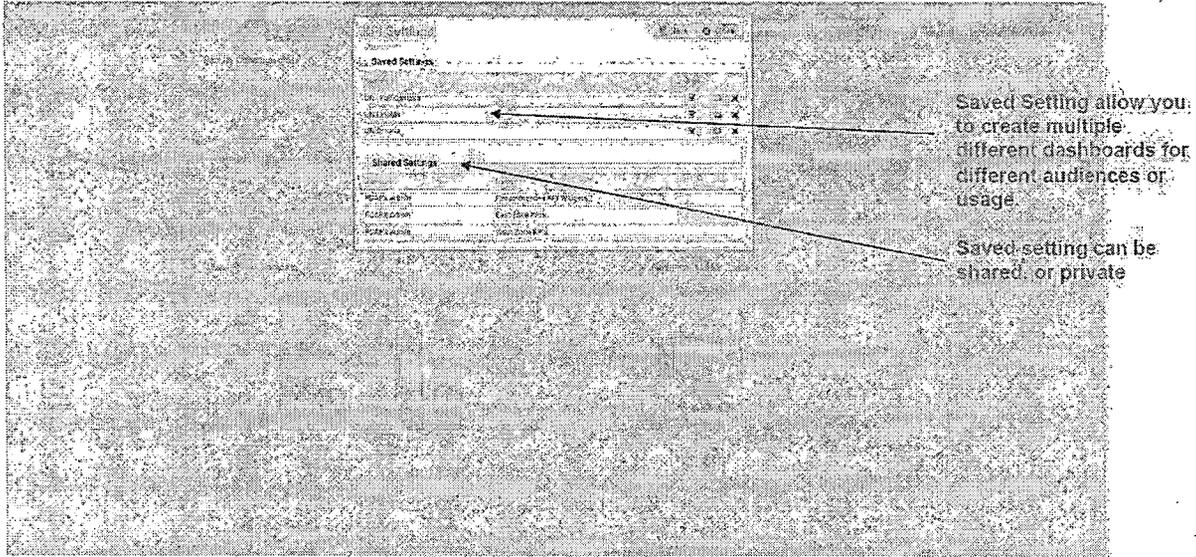
Users can select the specific KPIs from our off-the-shelf listing. As well, custom KPIs can be setup as part of implementation.

The screenshot below demonstrates the available options within a sample KPI that further demonstrates a user's ability to create a dashboard that provides detailed visualization aligned with the story the user is trying to tell.

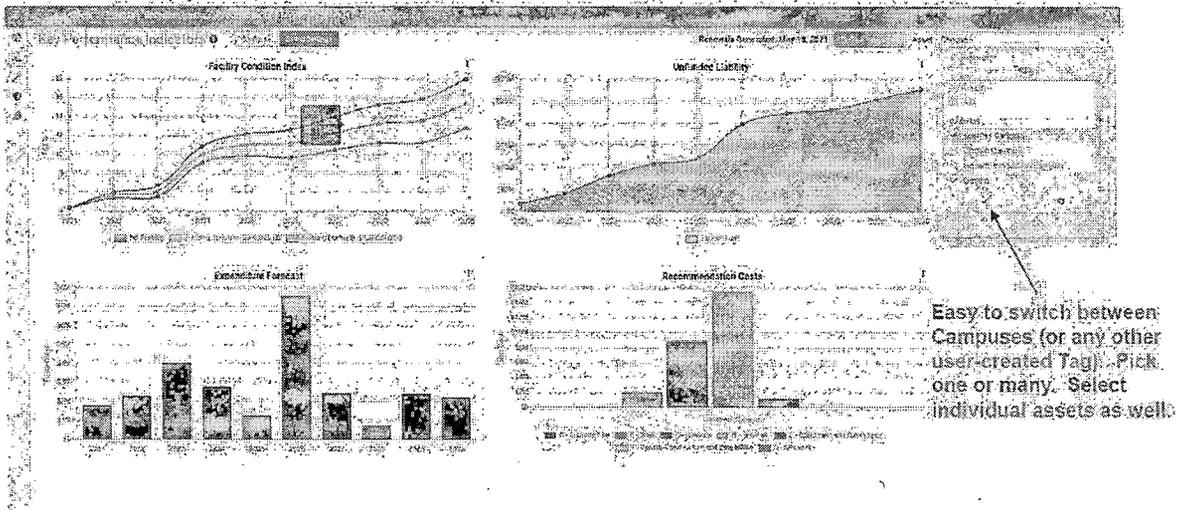


Each KPI type has unique options for further flexibility of visualization.

The screenshot below demonstrates a user's ability to save different KPI dashboards that can be used for different audiences/stakeholder groups. Additionally, users can determine if they wish to share the configuration with other users or keep it private.



The following screenshot provides an overview of a sample KPI dashboard configuration and demonstrates the ability to update the facilities visualized based on individual assets and/or groupings based on Facility Tags.



## **Test Plan Overview**

The following provides the standard workflow for Roth IAMS/SLAM Testing Process.

### **1. Test Plan Identifier**

Test Plan Identifier is a unique number to identify the test plan.

Example: CAP-25

### **2. References**

This section is to specify all the list of documents that support the test plan which you are currently creating.

Example: SoW (Scope of Work), User Stories, Test Strategy, Project Plan, Project Guidelines etc.

### **3. Introduction**

Introduction or summary includes the purpose and scope of the project

Example: The objective of this document is to test the functionality of the 'ProjectName'

### **4. Test Items**

A list of test items which will be tested

Example: Testing should be done on both Chrome and Internet Explorer

### **5. Features To Be Tested**

In this section, we list out all the features that will be tested within the project.

Example: The features which are to be tested are Login Page, Dashboard, Reports.

### **6. Features Not To Be Tested**

In this section, we list out the features which are not included in the project.

Example: KPI Dashboard or User Admin Portal

### **7. Approach**

The overall strategy of how testing will be performed. It contains details such as Methodology, Test types, Test techniques etc.,

Example: We follow Agile Methodology in this project

### **8. Pass/Fail Criteria**

In this section, we specify the criteria that will be used to determine pass or fail percentage of test items.

Example: All the major functionality of the application should work as intended and the pass percentage of test cases should be more than 95% and there should not be any critical bugs.

## **9. Suspension Criteria**

In this section, we specify when to stop the testing.

Example: If any of the major functionalities are not functional or system experiences login issues then testing should suspend.

## **10. Test Deliverables**

List of documents need to be delivered at each phase of testing life cycle. The list of all test artifacts.

Examples: Test Cases, Bug Report

## **11. Testing Tasks**

In this section, we specify the list of testing tasks we need to complete in the current project.

Example: Test environment should be ready prior to test execution phase. Test summary report needs to be prepared.

## **12. Environmental Needs**

List of hardware, software and any other tools that are needed for a test environment.

## **13. Responsibilities**

We specify the list of roles and responsibilities of each test tasks.

Example: Test plan should be prepared by Test Lead. Preparation and execution of tests should be carried out by testers.

## **14. Staffing and Training Needs**

Plan training course to improve the skills of resources in the project to achieve the desired goals.

## **15. Schedule**

Complete details on when to start, finish and how much time each task should take place.

Example: Perform test execution – 120 man-hours, Test Reporting – 30 man-hours

## 16. Risks and Contingencies

In this section, we specify the probability of risks and contingencies to overcome those risks.

Example: Risk – In case of a wrong budget estimation, the cost may overrun.

Contingency Plan – Establish the scope before beginning the testing tasks and pay attention in the project planning and also track the budget estimates constantly.

## 17. Approvals

Who should sign off and approve the testing project

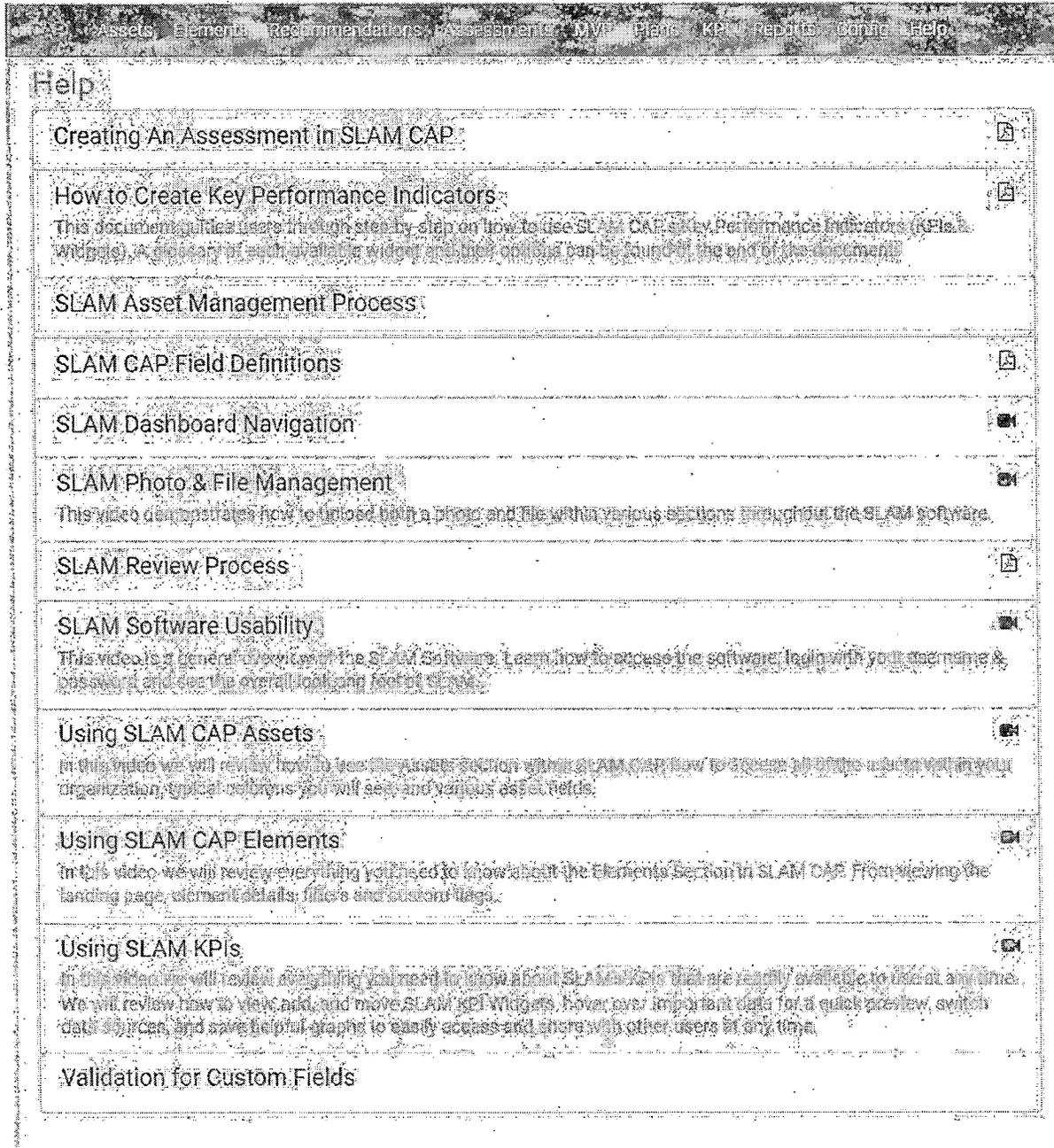
Example: Project manager should agree on completion of the project and determine the steps to proceed further.

## Test Script

The following provides the standard a generic example of a Roth IAMS/SLAM Test Script. Specific test scripts will be designed based on the details of the development package being tested.

Test #	Description of tasks	Steps To Execute	Expected Results	Pass	Fall	Defect/Comments/Additions
<b>CAP Update 1:</b>						
1	Login to admin portal	1. Enter valid username & password 2. Click Login	Home page displayed after successful login	YES		Working as intended
2	Reset Password	1. Enter invalid credentials on login page. 2. Follow reset password link online. 3. Use email received to reset password	User should be able to reset their password following the link sent by email		NO	No email was received when link was clicked. Tried 2 different accounts and checked junk mail.
3						
4						
5						

The screenshot below provides an example of the Help screen within SLAM CAP providing documents and video tutorials on how to use and navigate the software. Each Client portal will have some standard documents and videos. Additionally, custom manuals and other documentation will be developed based on any below-the-line configuration and/or custom fields that each client implements.



**APPENDIX 4**  
**SLAM CAP SUBSCRIPTION-AS-A-SERVICE AGREEMENT**

## SLAM SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

**THIS SOFTWARE AS A SERVICE AGREEMENT** (the "Agreement") is made this [REDACTED] day of [REDACTED], 20 [REDACTED] (the "Effective Date") by and between **SLAM Technologies Ltd.** (hereinafter referred to as "SLAM"), and [REDACTED], (hereinafter referred to as the "Client").

All references herein to this "Agreement" shall include all Appendices to this Agreement.

### WHEREAS:

- 1 SLAM has developed certain Software as a Service application modules (the "SLAM Modules") that assist clients in efficiently managing and maintaining facility operations and making effective use of capital assets;
- 2 SLAM provides installation, operations, administration maintenance and support for the Client's information technology solutions from SLAM's central facility and agrees to provide the Services (as hereinafter defined) on behalf of the Client; and
- 3 The Client desires to obtain access to certain SLAM Modules and the Services provided by SLAM in accordance with the terms and conditions as set forth in this Agreement.

**IN CONSIDERATION** of the mutual terms and conditions contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### 1. SOFTWARE AS A SERVICE: THE SELECTED SLAM MODULE

Subject to the terms and conditions of this Agreement, SLAM agrees to provide to the Client, on a Software as a Service basis, access to and use of the Selected SLAM Module, as identified below, in exchange for the Subscription Fees and On-Site Service Fees as set out herein.

The Client has selected the following SLAM Module: **[INSERT MODULE NAME HERE]**

For the purposes of this Agreement, the SLAM Module, selected above, together with any other additional SLAM Module that the Client may subscribe to during the Term of this Agreement or any renewal thereof shall be referred to collectively as the "Selected SLAM Module".

## 2. AGREEMENT TERM

- a) The term of this Agreement shall be for a period of \* (\*) years commencing on the Effective Date to and including **[INSERT END DATE]** (the "Term").
- b) Provided the Client is not in default under the terms and conditions of this Agreement, the Client shall have an option to renew this Agreement for a further term of \* (\*) year(s). The renewal term shall be on the same terms and conditions contained herein, save and except that the Annual Subscription Fees and the On-Site Service Fee for such renewal term shall be as set forth in Appendix C and Appendix D, respectively. In order to exercise its option to renew, the Client must provide written notice to SLAM at least three (3) months prior to the expiry of the Term.

[NOTE: If this subsection (b) is used, **Appendix C** and **D** must be inserted]

- or -

(b) Provided the Client is not in default under the terms and conditions of this Agreement, the Client shall have an option to renew this Agreement for a further term of \* (\*) year(s). The renewal term shall be on the same terms and conditions contained herein, save and except that the Annual Subscription Fees and the on-Site Service Fees (collectively the "Fees") shall be indexed annually during each year of the renewal term, by increasing the Fees by the percentage increase in the Consumer Price Index for Canada (All Items, base year 2002 = 100) published by Statistics Canada or by a successor or other governmental agency (the "CPI") for the preceding twelve (12) calendar months before each anniversary date of this Agreement for each year of the renewal term. It is understood and agreed that a reduction in the CPI shall not result in a decrease in the amount of the Fees.

- or -

(b) Provided the Client is not in default under the terms and conditions of this Agreement, the Client shall have an option to renew this Agreement for a further term of \* (\*) year(s). The renewal term shall be on the same terms and conditions contained herein, save and except that the Annual Subscription Fee and the On-Site Services Fees (collectively, the "Fees") shall be negotiated by the parties and agreed to thirty (30) days prior to the end of the initial Term, failing which this Agreement shall be null and void and of no further force and effect. It is understood and agreed that the Fees for the renewal term \***[shall not be less than OR shall not be greater than]** the

percentage increase in the Consumer Price Index for Canada (All Items, base year 2002 = 100) published by Statistics Canada or by a successor or other governmental agency (the "CPI") for the preceding for the twelve (12) calendar months prior to the end of the initial Term.

[NOTE: Selection between the two options must be made.]

### **3. LICENCE GRANT**

During the Term and any renewal thereof, SLAM hereby grants to the Client, subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferrable licence for access to and use of the Selected SLAM Module via the Internet and to use the Selected SLAM Module, in object code form only, solely for business purposes in accordance with the terms set out in this Agreement. The Licence herein granted to the Client includes the use of any upgrades and enhancements to the product versions of the Selected SLAM Module if, as and when released by SLAM in its sole discretion. SLAM represents and warrants that it has the authority to licence the Selected SLAM Module for the purposes set forth in this Agreement.

### **4. LICENCE RESTRICTIONS**

Client shall not, directly or indirectly:

- a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Selected SLAM Module;
- b) modify, translate or create derivative works based on the Selected SLAM Module;
- c) rent, lease, distribute, sell, resell, assign or otherwise transfer rights to the Selected SLAM Module;
- d) use the Selected SLAM Module for timesharing or service for the benefit of a third party;
- e) remove any proprietary notices from the Selected SLAM Module;
- f) without the prior written consent of SLAM, create any link to or accessible from the Selected SLAM Module;
- g) frame or mirror any content contained on, the Selected SLAM Module; or
- h) publish or disclose to third parties any evaluation of the Selected SLAM Module.

## 5. IMPLEMENTATION, TRAINING AND SYSTEM LAUNCH

SLAM agrees to provide to the Client certain services in relation to the implementation, training and launch of the Selected SLAM Module. The implementation, training and launch of services described below, together with Maintenance and Support Services as described in Section 6.01 of this Agreement shall be collectively referred to as the "Services".

### a) CLIENT IMPLEMENTATION PLAN

SLAM will coordinate with the Client to complete the necessary steps and plan to successfully launch and permit the Client to operate and access the Selected SLAM Module.

### b) TRAINING

SLAM will provide training as per the requirements and direction of the Client. Training shall include remote (web-based) training sessions as well as on-site group training, as required. All on-site training during the Term is subject to On-Site Service Fees as described in Appendix B.

### c) SYSTEM LAUNCH AND ACCEPTANCE

SLAM will make the Selected SLAM Module available at the following URL ( ) for purposes of application testing, pilot phase and future access.

SLAM will have all components, including all reporting, of the database fully functional at a date to be decided jointly with the Client.

### d) DATA STORAGE SERVICES

The Selected SLAM Module, together with all data, information and material that the Client enters into the Selected SLAM Module or has entered on its behalf (the "Client Data") will be stored on SLAM servers at no additional cost or fees to the Client. SLAM reserves the right to establish a maximum amount of memory or other computer storage and a maximum amount of Client Data that the Client may store, post or transmit through the Selected SLAM Module. The Client shall be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Client Data and SLAM assumes no responsibility for the deletion, correction, destruction, loss, infringement or failure of the Services to store any Client Data.

## 6. MAINTENANCE SUPPORT SERVICES

In addition to the services described in Section 5, above, SLAM shall provide Maintenance and Support Services, as hereinafter described, to the Client during the Term of this Agreement and any renewal thereof. "Maintenance and Support Services" shall comprise the following:

### a) TECHNICAL SUPPORT

- (i) Help Desk Support – On-line telephone support is offered by SLAM between the hours of 8:30 AM and 4:30 PM, EST; Monday through Friday, excluding

statutory holidays, to assist Clients in using the Selected SLAM Module and the correction of minor issues, errors and bugs in relation to the use of the Selected SLAM Module. The Annual Subscription Fee entitles the Client to unlimited Help Desk support.

- (ii) **Patches, Fixes and Enhancements.** At the sole discretion of SLAM, SLAM may create and upload patches, fixes, enhancements or upgrades in respect of the Selected SLAM Module, as part of the Services hereunder.
- (iii) **Exclusions.** Services shall not include the diagnosis and rectification of any errors in the Selected SLAM Module resulting from:
  - A. any modifications of the Selected SLAM Module made by any person other than SLAM;
  - B. minor defects in the Selected SLAM Module which do not significantly affect or impair the use of the Selected SLAM Module;
  - C. any incorrect or improper use of the Selected SLAM Module;
  - D. the failure by the Client to implement recommendations in respect of any solutions to errors previously advised by SLAM; or
  - E. the use of the Selected SLAM Module for any purpose for which it was not designed.
- (iv) **Rectifications of Errors.** SLAM shall, upon request by the Client, provide diagnosis and rectification of errors notwithstanding that the error in question results from any of the circumstances described in section 6.01(a)(iii) and SLAM shall charge for this rectification of the Selected SLAM Module on a time and materials basis.

**b) SERVER TECHNICAL SUPPORT**

- (i) When preventative maintenance is required on SLAM servers, it will be scheduled to occur outside of normal operating hours. In the event of critical server maintenance requirements, the Client's primary technical contact will be advised of any maintenance that must be performed during normal operating hours.
- (ii) Planned server down times will occur on a scheduled basis between the hours of 10:00 p.m. to 5:00 a.m. (Eastern Time). SLAM will provide five (5) days' notice for any planned outages for those services and/or Clients being affected.
- (iii) When emergency server maintenance is required, SLAM will provide the Client with such reasonable notice as possible in the circumstances that its access to the Selected SLAM Module may be unavailable. However, it is understood and agreed that in an absolute emergency, the Client may not be notified ahead of time of any unavailability of the Selected SLAM Module.

**c) SOFTWARE LICENSING & SUPPORT**

- (i) SLAM will provide all operating and licences of third party applications as part of the services delivered pursuant to this Agreement. SLAM will be responsible for compliance of all third party operating system and third party application licensing on the servers within the SLAM office used for application hosting. All third party licenses will be purchased by SLAM and remain the property of SLAM at all times.
- (ii) Periodically, service packs and patches are required on the servers for security and performance enhancement. Management of security and performance enhancement updates will be the responsibility of SLAM and will be applied at the discretion of SLAM.

**d) CLIENT OBLIGATIONS**

During the Term of this Agreement and any renewal thereof, the Client shall:

- (i) provide SLAM (so far as the Client is able) with a documented example of any errors or issues in respect of which a request for diagnosis and rectification has been made under this Agreement;
- (ii) co-operate fully with SLAM personnel in the diagnosis of any error in the Selected SLAM Module and perform such tests of the Selected SLAM Module as SLAM shall request in the evaluation of any request for support Services by the Client;
- (iii) ensure that the administration functionality of the Selected SLAM Module is used in a proper manner by competent trained employees only or by persons under their supervision;
- (iv) save as otherwise expressly provided in this Agreement, not make any translation, adaptation, arrangement or any other alteration of the Selected SLAM Module or make any reproduction, distribution, communication, display or performance to the public of the results of such acts; and
- (v) within three (3) days of the Effective Date hereof, provide SLAM with the identity of up to three (3) individuals who shall act as the designated technical contact persons and channels of communication for the provision by SLAM of the support Services during the Term or any renewal thereof. The Client shall inform SLAM of any change in the identity of such persons.

SLAM and the Client agreed to the following:

- (vi) Client is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to internally access the Selected SLAM Module and for paying all third-party access charges (i.e. ISP, telecommunications) incurred while using the administration and related functionality of the Selected SLAM Module;
- (vii) Client shall be solely responsible for its actions and the actions of its users while using the Selected SLAM Module and the contents of its transmissions through the

Selected SLAM Module and Client Data stored on the SLAM servers. Client agrees:

- A. to abide by all laws and regulations applicable to the Client's use of the Selected SLAM Module;
- B. not to upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Selected SLAM Module, the SLAM servers and equipment;
- C. not to use the Selected SLAM Module for illegal purposes;
- D. not to interfere or disrupt networks connected to the Selected SLAM Module;
- E. not to upload, post, promote or transmit through the Selected SLAM Module or SLAM Servers any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind or nature;
- F. not to transmit, post or upload any material that encourages conduct that could constitute a criminal offence or give rise to civil liability; and
- G. to comply with all regulations, policies and procedures of networks connected to the Selected SLAM Module. Client acknowledges and agrees that SLAM neither endorses the contents of any Client communications nor assumes any responsibility for threatening, libellous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. SLAM may remove any violating content posted on the Selected SLAM Module or transmitted through the Selected SLAM Module or on the SLAM Servers, without notice to the Client.

e) **PAYMENT**

In the event that the Client fails to pay any amounts due pursuant to this Agreement within thirty (30) days of the due date, SLAM shall be entitled, without prejudice to any other rights and remedies it may have under this Agreement, to cease provision of the support Services and all Client access to the Selected SLAM Module until such amounts have been paid in full.

**7. PASSWORDS AND SECURITY**

- a) SLAM and the Client hereby agree to the following:
  - (i) **PASSWORDS**

SLAM shall issue to the Client a password to use the Client's account. The Client and its users are responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. The Client is entirely responsible for any and all activities that occur under the Client's account. The Client agrees to immediately notify SLAM of any unauthorized use of the Client's account (including each password of each user accessing the

Selected SLAM Module by means of the Client's account) or any other breach of security known to the Client. SLAM shall have no liability for any loss or damage arising from the Client's failure to comply with these requirements. SLAM will maintain the Client passwords as confidential and will not disclose them to third parties.

- b) During the Term and any renewal thereof SLAM shall ensure that its operations, Services and Software meet the Payment Card Industry (PCI) security compliance standards as promulgated and amended from time to time by the PCI Security Standards Council.

## 8. REPRESENTATIONS AND WARRANTIES

The Client represents and warrants to SLAM that:

- a) It has all the authority to enter into and perform its obligations under this Agreement; and
- b) It is expressly and exclusively responsible for managing its own business.

## 9. SLAM SECURITY AND SERVER MONITORINGS

### a) SECURITY

Information stored in the Selected SLAM Module on SLAM servers is accessible only by the Client, those people that the Client authorizes, and SLAM (for the purpose of supporting the application). Only SLAM authorized operators and system administrators have access to the SLAM data centre, equipment rooms and servers.

### b) PERFORMANCE STANDARDS

- (i) SLAM shall use reasonable efforts to monitor its servers to ensure that all service-impacting incidents are detected and addressed prior to inquiry from Client. Should an instance occur when a SLAM server is not accessible (an "Incident"), SLAM shall use reasonable efforts to inform the Client by electronic mail with fifteen (15) minutes after learning of the Incident. SLAM shall report to one of the Client's designated technical contact persons by electronic mail every sixty (60) minutes regarding the status of the Incident, until resolution is reached.
- (ii) SLAM shall use reasonable efforts to correct "minor bugs" associated with an Incident within seven (7) business days after the discovery of the Incident, and "major errors" associated with the Incident with two (2) business days after the discovery of the Incident. Client and SLAM shall use reasonable efforts to agree upon whether an Incident is a "minor bug" or a "major error" within four (4) hours of the Incident. Failing such agreement, SLAM, acting reasonably, shall make such determination in its sole discretion.

- (iii) SLAM shall provide to the Client a report indicating outages (if any) and time for resolution each quarter at the Client's request.

**c) DISASTER RECOVERY PLAN**

- (i) SLAM shall ensure that Client Data is backed up to tape on a nightly basis. Weekly backups shall be stored offsite a minimum of ten (10) kilometers from SLAM offices. Database backups shall be stored for a period of one (1) year.
- (ii) In the event of component failure in a server, components will either be available on-site or SLAM has secured third party agreements to have replacement components within four (4) hours, if reasonable in the circumstances.
- (iii) In the event of complete non-functionality of the independent data centre office, SLAM has a remote site set up to allow for complete restoration of Services within a twenty-four (24) hour period, if reasonable in the circumstances.

**d) MEAN TIME TO REPAIR**

In the event of an outage at the SLAM data centre or other SLAM location, SLAM will strive to restore Client Services in a timely manner. With regard to problems in the internal SLAM infrastructure, SLAM shall use reasonable efforts to achieve a Mean Time to Repair (MTTR) of four (4) hours from the time of problem identification. It is understood and agreed that external problems, such as Internet connectivity at SLAM' data center, are beyond the control of SLAM and may increase the MTTR.

## **10. WARRANTIES AND LIMITATION OF LIABILITY**

- a) SLAM warrants that the Selected SLAM Module will perform substantially and materially in accordance with the functional specifications provided to the Client under normal use and circumstances for the Selected SLAM Module provided in accordance with this Agreement. If there is a material breach of the above warranty, SLAM's entire liability and Client's entire remedy shall be at SLAM's sole discretion to:
  - (i) modify the Selected SLAM Module to conform to the functionality specifications provided to the Client; or
  - (ii) terminate this Agreement with no further liability to SLAM or the Client.
- b) Other than as set out above, the Client expressly agrees that use of the Selected SLAM Module is at the Client's sole risk. The Selected SLAM Module is provided on an "as is, as available" basis. SLAM expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, as well as warranties arising by usage of trade, course of dealing or course of performance.
- c) SLAM makes no warranty that the Selected SLAM Module will meet the Client's requirements that the services will be uninterrupted, timely, secure or error-free, or that defects in the Selected SLAM Module will be corrected. SLAM makes no

warranty as to the results that may be obtained from use of the Selected SLAM Module or as to the accuracy or reliability of any contents or information or payment transaction obtained or made by the Selected SLAM Module. The Client understands and agrees that any material or data downloaded or otherwise obtained through the Selected SLAM Module is done at the Client's own discretion and risk and that the Client will be solely responsible for any damage to the Client's computer systems or loss of data or income that results from the download of such material or data or transactional use of the Selected SLAM Module.

- d) SLAM's liability for any claims, costs, losses, expenses or damages of any kind whatsoever, including but not limited to liability for any fundamental breach of this Agreement or for patent, copyright or any other intellectual property right infringement, shall not exceed the subscription fees paid hereunder for the use of the Selected SLAM Module. In no event will SLAM be liable for any special, indirect, incidental, consequential or punitive damages (including, without limitation, damages for loss of profit, loss of data, loss of use, loss of business information or any other intangible property), even if SLAM has been advised of the possibility of such damages or if such damages were reasonably foreseeable, whether in an action based in contract, tort, strict liability, breach of warranty or otherwise. Client's sole remedies are as set forth herein.

## 11. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- a) The Client hereby acknowledges that all software applications, including without limitation the Selected SLAM Module and all other SLAM software (collectively, the "**Software**") is the exclusive property of SLAM. All right, title and interest, without limitation, including all intellectual property rights, in and to the Software, and any copies thereof and any changes, modifications or corrections to the Software, and all documentation, code and logic which describes and/or comprises the Software belong to SLAM. Unless otherwise agreed to in writing by the parties hereto, if Client introduces any modifications or corrections of any type or nature to the Software, then Client hereby irrevocably assigns to SLAM all such right, title and interest to such modifications or corrections and agrees to execute all documents necessary to implement such assignments as requested by SLAM.
- b) Client acknowledges that the Software contains valuable trade secrets and confidential information owned by SLAM, including but not limited to the development status of the Software, the functionality of the Software, the appearance, content and flow of the Software's screen, the method and pattern of user interaction with the Software and the content of the Software's documentation. Client agrees to keep confidential and not to publish, disclose, display, disseminate, provide or otherwise make available in any form the Software or the information contained therein, or any portion thereof, to any third party, without the prior written consent of SLAM.

## 12. FEES

- a) During the Term, the Client shall pay to SLAM the Annual Subscription Fees as set out in Appendix A to this Agreement. \*[In the event this Agreement is renewed pursuant to the terms and conditions herein contained, the Client shall pay SLAM the Annual Subscription Fees as set out in **Appendix C** herein during the renewal term.]

[NOTE: **Appendix C** is only applicable if renewal rates are fixed pursuant to s. 2 (b).]

- b) The Annual Subscription Fee shall be payable, in advance, on the anniversary of the Effective Date in each year of the Term and any renewal thereof.
- c) During the Term the Client shall pay to SLAM On-Site Service Fees as set out in Appendix B to this Agreement. \*[In the event this Agreement is renewed pursuant to the terms and conditions herein contained, the Client shall pay SLAM the On-Site Service Fees as set out in Appendix D herein during the renewal term.]

[NOTE: **Appendix D** is only applicable if renewal rates are fixed pursuant to s. 2 (b).]

- d) On-Site Fees payable to SLAM shall be invoiced to the Client and are payable within thirty (30) days of the date of the invoice.
- e) All fees stated herein are exclusive of applicable provincial and federal sales, goods and services and harmonized sales taxes. The Client shall be responsible for the payment of any taxes applicable to the products and services provided under this Agreement.
- f) It is understood and agreed that the Annual Subscription Fees payable hereunder do not include client-specific feature requests or modifications to the Software.

## 13. TERMINATION

In the event that a party to this Agreement fails to perform any of its obligations under this Agreement, the other party may provide written notice of breach to such breaching party. If the breaching party does not fully cure each such breach within thirty (30) days of receiving such notice, the other party may immediately terminate this Agreement by providing written notice of termination to the breaching party.

## 14. EFFECTS OF TERMINATION

- a) Upon the expiry or the termination of this Agreement (the "**Termination Date**"), the Client will no longer be allowed access the Selected SLAM Module and all obligations of SLAM under this Agreement shall cease.
- b) Any expiry or termination of this Agreement shall relieve the Client of its obligations to pay to SLAM any fees and/or amounts that have accrued after the termination

date. The Client shall pay to SLAM any fees that are otherwise due to SLAM under this Agreement.

- c) Refunds, where applicable, are pro-rated to the date of termination.

## 15. CLIENT DATA

- a) As between SLAM and the Client, the Client shall own all data, information or material that the Client enters into the Selected SLAM Module or has entered on its behalf ("Client Data"). Except as permitted in this Agreement, SLAM will not edit, delete, disclose the contents of Client Data unless authorized by the Client or unless SLAM is required to do so by law or in the good faith belief that such action is necessary to:
  - (i) conform to applicable laws or comply with legal process served on SLAM;
  - (ii) protect and defend the rights or property of SLAM; or
  - (iii) enforce this Agreement.
- b) SLAM shall retain Client Data for a period of thirty (30) days after the expiration or termination of this Agreement. The Client may request SLAM to provide a copy of all Client Data on the SLAM database on a client-provided hard drive upon request, provided such request is made within thirty (30) days after the expiration or termination of this Agreement.

## 16. NON-SOLICITATION OF PERSONNEL AND CLIENTS

Client acknowledges that it is critical to SLAM that it retain its employees, personnel, independent contractors, including programmers, systems analysts, maintenance, support and training staff (the "SLAM personnel"). Accordingly, client covenants and agrees that it will not, at any time during the term and any renewal thereof and for a period of five (5) years thereafter, directly or indirectly, hire or enter into any contractual arrangement with, use the services of or employ any slam personnel, or otherwise attempt slam personnel to withdraw from its employment or contractual relationship with SLAM.

## 17. PUBLICITY

Both parties agree that neither party may use the other party's name in a press release disclosing the parties and the nature of this Agreement, unless permission is otherwise obtained in writing.

## 18. ENTIRE AGREEMENT

Client acknowledges that client has read and understands this agreement, the terms and conditions, and appendices contained herein and agrees to be bound by them. Client further acknowledges that this is the complete and exclusive statement of the agreement, that client has not been induced to enter into this agreement by any representation or

warranty not set forth in this agreement and that this agreement supersedes all previous oral or written proposals, representations or agreements and all other communications between the parties relating to the subject matter hereof. In the event of an inconsistency between the provisions of this agreement and the provisions of any appendix attached hereto, the provisions of such appendix shall prevail.

## **19. NOTICES**

All notices to a party of this Agreement shall be in writing and sent to the address specified in this Agreement and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after delivery, if sent by overnight courier by a recognized delivery service; and two (2) days after delivery, if sent by regular mail.

## **20. ASSIGNMENT**

This Agreement shall be binding on and shall endure to the benefit of the parties hereto and their respective successors and permitted assigns. The Client may not assign this Agreement, directly or indirectly, by operation of law or otherwise, without SLAM's prior written consent.

## **21. SEVERABILITY**

In the event, any provision of this Agreement is held to be unlawful, invalid and/or unenforceable, such provision shall be considered severed from this Agreement, but all remaining provisions of this Agreement will remain in full force and effect.

## **22. AMENDMENT**

This Agreement may be amended or modified only by a written instrument signed by SLAM and the Client.

**23. GOVERNING LAW**

This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the Province of Ontario.

DATED this [ ] day of [ ], 20 [ ]

<CLIENT NAME>

SLAM TECHNOLOGIES LTD

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name:

Name:

Title:

Title:

I have the authority to bind the Corporation

I have the authority to bind the Corporation

<CLIENT INFO>

SLAM TECHNOLOGIES LTD

Address:

Email: [info@slamtechnologies.com](mailto:info@slamtechnologies.com)

Phone:

Fax:

Email:

## APPENDIX A

### ANNUAL SUBSCRIPTION FEE FOR THE TERM

Term	Client URL (Application Host)	Period	Annual Fee
Year 1	****	****	\$
Year 2	****	****	\$
Year 3	****	****	\$

Annual Subscription Fees shall include the initial set up, launch and required training in addition to ongoing maintenance and support services as described in Section 5 and Section 6 of the Agreement.

Any on-site work performed by SLAM or its employees, including, but not limited to on-site training, on-site application set up, or on-site maintenance of the Selected SLAM Module shall be in addition to and not included in the Annual Subscription Fee.

## APPENDIX B

### ON-SITE SERVICE FEES DURING THE TERM

SLAM On-Site (Per Diem Expenses – Flat Rate) \$\*\*/Day

The Client shall pay to SLAM the SLAM On-Site Fees in the amount above for attendances to any of the Client's properties to perform functions including but not limited to, on-site training, on-site application set up, or on-site maintenance of the Selected SLAM Module. Prices for SLAM staff to be on-site at the Client's properties are set at a fixed rate of \$\*\* per day and includes one (1) to four (4) SLAM employees as required.

For the purposes hereof, "on-site" shall mean any attendance by SLAM staff at any properties where the business and activities of the Client take place.

- or -

## APPENDIX B

### ON-SITE SERVICE FEES DURING THE TERM

Item Description	Fees
Mileage (subject to change)	\$***/km
Accommodation (maximum per day)	\$***
Daily Meal Allowance (maximum per day)	\$***

The Client shall pay to SLAM the SLAM On-Site Fees in the amounts above for attendances to any of the Client's properties to perform functions including but not limited to, on-site training, on-site application set up, or on-site maintenance of the Selected SLAM Module.

For the purposes hereof, "on-site" shall mean any attendance by SLAM staff at any properties where the business and activities of the Client take place.

## APPENDIX C

### ANNUAL SUBSCRIPTION FEE FOR THE RENEWAL TERM

Term	Client URL (Application Host)	Period	Annual Fee
Year 1	****	****	\$
Year 2	****	****	\$
Year 3	****	****	\$

[NOTE: Only to be used if Annual Subscription Fee is fixed pursuant to 2 (b)]

Any on-site work performed by SLAM or its employees, including, but not limited to on-site training, on-site application set up, or on-site maintenance of the Selected SLAM Module shall be in addition to and not included in the Annual Subscription Fee for the renewal term.

## APPENDIX D

\*[NOTE: Only to be used if On-Site Service Fees are fixed pursuant to sections 2 (b)]

### ON-SITE SERVICE FEES DURING THE RENEWAL TERM

SLAM On-Site (Per Diem Expenses – Flat Rate) **\$\*\*/Day**

The Client shall pay to SLAM the SLAM On-Site Fees in the amount above for attendances to any of the Client's properties to perform functions including but not limited to, on-site training, on-site application set up, or on-site maintenance of the Selected SLAM Module. Prices for SLAM staff to be on-site at the Client's properties are set at a fixed rate of **\$\*\* per day** and includes one (1) to four (4) SLAM employees as required.

For the purposes hereof, "on-site" shall mean any attendance by SLAM staff at any properties where the business and activities of the Client take place.

- or -

### ON-SITE SERVICE FEES DURING THE RENEWAL TERM

Item Description	Fees
Mileage (subject to change)	<b>\$**/km</b>
Accommodation (maximum per day)	<b>\$**</b>
Daily Meal Allowance (maximum per day)	<b>\$**</b>

The Client shall pay to SLAM the SLAM On-Site Fees in the amounts above for attendances to any of the Client's properties to perform functions including but not limited to, on-site training, on-site application set up, or on-site maintenance of the Selected SLAM Module.

For the purposes hereof, "on-site" shall mean any attendance by SLAM staff at any properties where the business and activities of the Client take place.



**NON-COLLUSION STATEMENT**

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

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

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

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

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

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

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

**NAME**

**RELATIONSHIPS**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Authorized Signature

**William (Bill) Roth**

Name (Printed)

**President & CEO**

Title

**April 29, 2024**

Date



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

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

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

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

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

The Contract shall include provisions for the following:

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

Authorized Signature

William (Bill) Roth, President and CEO

Print Name and Title

April 29, 2024

Date



**CONTRACT PAYMENT METHOD**

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

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

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

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

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

**Roth IAMS LLC**

Company Name

**William (Bill) Roth**

Name (Printed)

Signature

**President & CEO**

Title

**April 29, 2024**

Date



## **LOCAL BUSINESS PREFERENCE**

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

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

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

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

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

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

**[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD A RTVFI DIV2PR S2-186LOBUPRPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)**

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

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1) \_\_\_\_\_ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(2) \_\_\_\_\_ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(3) \_\_\_\_\_ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

(4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

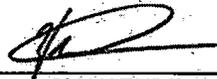
(6) Roth IAMS LLC is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

Business Name

BIDDER'S COMPANY: Roth IAMS LLC

AUTHORIZED COMPANY PERSON: William (Bill) Roth

PRINT NAME

  
SIGNATURE

Apr4/29/20

DATE



## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

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

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

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

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

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

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

### **Definitions**

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

**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT**

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

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

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME SIGNATURE DATE

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No: RFP Event No. 243

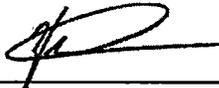
Project Description: Facilities Condition Assessment

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

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

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

Contractor/Proposer/ Bidder Company Name: Roth IAMS LLC

Authorized Company Person's Signature: 

Authorized Company Person's Title: President and CEO

Date: April 29, 2024

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

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

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

Name: William (Bill) Roth Title: President & CEO Entity: Roth IAMS LLC

Signature: [Handwritten Signature] Date: 04/09/2024

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF Florida  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 9 day of April, 2024 by William (Bill) Roth as President & CEO for Roth IAMS LLC

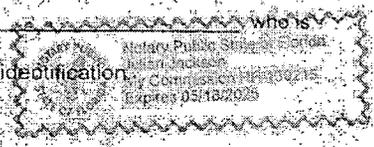
personally known to me or who has produced Ontario, CAN DL as identification.

Notary Public Signature: [Handwritten Signature]

(Notary Seal)

Print Name: Julia Jackson

My commission expires: 5-16-2025



**CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION**

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

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

Company: (Legal Registration) \_\_\_\_\_ EIN (Optional): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

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

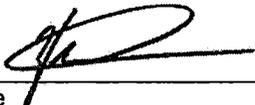
<u>Addendum No.</u>	<u>Date Issued</u>						
_____	_____	5	April 29, 2024	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

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

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

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature 

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**REFERENCES**

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
04/11/2024

**PRODUCER**  
M. Edward Powell Insurance Brokers Ltd.  
349 Davis Road  
Oakville, Ontario L6J 2X2

**INSURED** CODE ROTHUS  
**Roth IAMS LLC**  
#800 - 360 Central Avenue  
St. Petersburg, FL 33701  
FAX EMAIL: jhk@powellinsbro.com

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE**

INSURER A: Certain Underwriters at Lloyd's  
INSURER B: Certain Underwriters at Lloyd's  
INSURER C: Certain Underwriters at Lloyd's  
INSURER D:  
INSURER E:

### COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	19650854	10/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 5,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/>				PERSONAL & ADV INJURY \$ 5,000,000
	<input type="checkbox"/>				GENERAL AGGREGATE \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				Damage to Rented Premises \$ 5,000,000
	<input type="checkbox"/>				
B	<b>AUTOMOBILE LIABILITY</b>	19650854	10/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTO				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> Deductible \$1,000				
<input type="checkbox"/>					
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/>				\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
C	<b>OTHER</b> Professional Liability	18600249	10/31/2023	12/31/2024	\$5,000,000 Each Claim-Claims Made Basis \$5,000,000 Aggregate - Ded. \$10,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

It is agreed that the City of Fort Lauderdale is added as an additional insured to policy #19650854 only but only with respect to the operations of the Named Insured.

Policy #19650854 includes Blanket Contractual Liability

**CERTIFICATE HOLDER**  ADDITIONAL INSURED; INSURER LETTER **CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Arlene Thibodeau* 04/11/2024



**2024 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT**

**FILED  
Mar 12, 2024  
Secretary of State  
9214661467CC**

DOCUMENT# M23000010464

**Entity Name: ROTH IAMS LLC**

**Current Principal Place of Business:**

800 - 360 CENTRAL AVENUE  
ST PETERSBURG, FL 33701

**Current Mailing Address:**

800 - 360 CENTRAL AVENUE  
ST PETERSBURG, FL 33701 US

**FEI Number: 86-2604698**

**Certificate of Status Desired: No**

**Name and Address of Current Registered Agent:**

ROTH, WILLIAM  
800 - 360 CENTRAL AVENUE  
ST PETERSBURG, FL 33701 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Authorized Person(s) Detail :**

Title MGR  
Name ROTH, WILLIAM  
Address 800 - 360 CENTRAL AVENUE  
City-State-Zip: ST PETERSBURG FL 33701

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE: WILLIAM ROTH**

**PRESIDENT & CEO**

**03/12/2024**

\_\_\_\_\_  
Electronic Signature of Signing Authorized Person(s) Detail

\_\_\_\_\_  
Date

W23000610464

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP  WAIT  MAIL

(Business Entity Name)

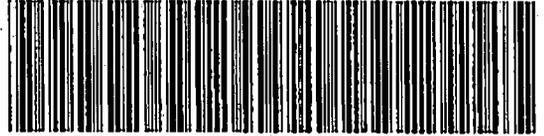
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

emailed  
proof  
8/11/23  
W21000138095  
sent  
certification  
to  
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Office Use Only



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2023 OCT 11 PM 4:12



**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA**

**IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:**

1. Roth IAMS LLC  
(Name of Foreign Limited Liability Company, must include "Limited Liability Company," "L.L.C.," or "LLC")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C." or "LLC")

2. Delaware 3. 86-2604698  
(Jurisdiction under the law of which foreign limited liability company is organized) (EIN number, if applicable)

4. N/A  
(Date first transacted business in Florida, if prior to registration)  
(See sections 605.0903 & 605.0905, F.S. to determine penalty liability)

5. 800 - 360 Central Avenue 6. Same  
(Street Address of Principal Office) (Mailing Address)

St. Petersburg, FL 33701

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7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

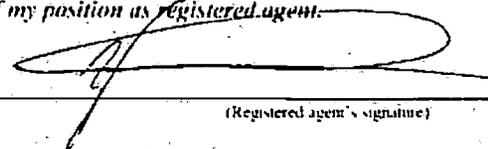
Name: William Roth

Office Address: 800 - 360 Central Avenue

St. Petersburg 33701  
(City) (Zip code)

Florida  
(State)

**Registered agent's acceptance:**  
*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

  
(Registered agent's signature)

8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage (up to six (6) total):

**Title or Capacity:**  Manager **Name and Address:** Name: William Roth  
 Member Address: 800 - 360 Central Avenue  
 Authorized St. Petersburg, FL 33701  
 Person \_\_\_\_\_  
 Other \_\_\_\_\_  Other \_\_\_\_\_

**Title or Capacity:**  Manager **Name and Address:** Name: Kyle Christensen  
 Member Address: 800 - 360 Central Avenue  
 Authorized St. Petersburg, FL 33701  
 Person \_\_\_\_\_  
 Other \_\_\_\_\_  Other \_\_\_\_\_

Manager Name: \_\_\_\_\_  
 Member Address: \_\_\_\_\_  
 Authorized \_\_\_\_\_  
 Person \_\_\_\_\_  
 Other \_\_\_\_\_  Other \_\_\_\_\_

Manager Name: \_\_\_\_\_  
 Member Address: \_\_\_\_\_  
 Authorized \_\_\_\_\_  
 Person \_\_\_\_\_  
 Other \_\_\_\_\_  Other \_\_\_\_\_

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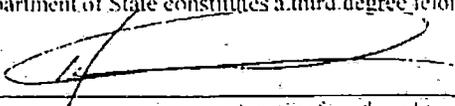
Manager Name: \_\_\_\_\_  
 Member Address: \_\_\_\_\_  
 Authorized \_\_\_\_\_  
 Person \_\_\_\_\_  
 Other \_\_\_\_\_  Other \_\_\_\_\_

Manager Name: \_\_\_\_\_  
 Member Address: \_\_\_\_\_  
 Authorized \_\_\_\_\_  
 Person \_\_\_\_\_  
 Other \_\_\_\_\_  Other \_\_\_\_\_

**Important Notice:** Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

  
 \_\_\_\_\_  
 Signature of an authorized person

William Roth  
 \_\_\_\_\_  
 Typed or printed name of signer

# Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ROTH IAMS LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TENTH DAY OF AUGUST, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ROTH IAMS LLC" WAS FORMED ON THE TWENTY-NINTH DAY OF JANUARY, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

2023 AUG 11 PM 4:23



  
Jeffrey W. Bullock, Secretary of State

4923820 8300

SR# 20233213833

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 203935476

Date: 08-10-23

## **ADDENDUM**

**RFP No. 243**

**TITLE: Facilities Condition Assessment**

**ISSUED: 4/23/2024**

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

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

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

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

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

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

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

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

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

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

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

## **ADDENDUM**

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**ISSUED: 4/23/2024**

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

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

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

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

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

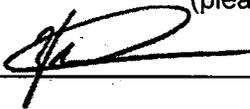
**Answer – Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted. Please also see Q & A for numbers 4 and 5.**

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

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

Company Name: Roth IAMS LLC

(please print)

Bidder's Signature:  \_\_\_\_\_

Date: April 29, 2024

# Line Responses For Event # 243-5

Company: 10

Event #: 243-5

Event Name: Facilities Condition Assessment

Supplier Group: COFL

Supplier: 3089

Supplier Name: Roth IAMS LLC

Supplier Contact: 1

Supplier Contact Name: William Roth

## Line Responses

Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Char ge	No Bi d	No Bid Reason	Respo nse Exists	Questi ons Exist	Is Awar ded
*1	COND. ASSESSMENT W/ GEODATABASE	Complete Facilities Condition Assessment with Geodatabase	COND. ASSESSMENT W/ GEODATABASE		1.0000	1.0000	JA	468,378.0000 0000	No	No		Yes	No	No



**From:** [Lori Augustin](#)  
**To:** [Heather Rose](#); [Bill Roth](#)  
**Cc:** [Arista Ershadi-Vigil](#)  
**Subject:** [EXTERNAL:CAUTION!]- RE: Voluntary Price Reduction (VPR) - RFP 243, Facilities Condition Assessment  
**Date:** Tuesday, June 11, 2024 1:08:09 PM  
**Attachments:** [image005.png](#)  
[We sent you safe versions of your files.msg](#)  
[Event 243- Voluntary Price Reduction \(VPR\) Spreadsheet RothIAMS.xlsx](#)  
**Importance:** High

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

[::CAUTION!:] This email originated from *outside* The City of Fort Lauderdale. Do Not Reply, click links, or open attachments from an unknown or suspicious origin. Confirm the email address is from an expected source before taking action. Report any suspicious emails to [spamadmin@fortlauderdale.gov](mailto:spamadmin@fortlauderdale.gov)

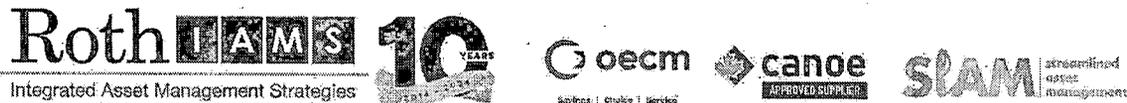
Good Afternoon Heather,

Attached please find Roth IAMS Voluntary Price Reduction offer for RFP 243, Facilities Conditions Assessments. If you have any further questions, please do not hesitate to contact us directly. Please confirm receipt of this email.

Regards,

Lori Augustin, RPA, LEED® AP O+M  
Senior Consultant  
Roth IAMS

Canada: [289-295-1065](tel:289-295-1065) ext. 110 | US: [813-379-9345](tel:813-379-9345) ext. 110  
M: [519-381-3694](tel:519-381-3694)  
[lori.augustin@rothiams.com](mailto:lori.augustin@rothiams.com)



[Click above to visit our site.](#)

My working day may not be your working day. Please do not feel obliged to reply to this email outside of your normal working hours.

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**From:** Heather Rose <[HRose@fortlauderdale.gov](mailto:HRose@fortlauderdale.gov)>  
**Sent:** Tuesday, June 11, 2024 10:45 AM  
**To:** Bill Roth <[bill.roth@rothiams.com](mailto:bill.roth@rothiams.com)>  
**Cc:** Lori Augustin <[lori.augustin@rothiams.com](mailto:lori.augustin@rothiams.com)>; Arista Ershadi-Vigil <[arista.ershadi-vigil@rothiams.com](mailto:arista.ershadi-vigil@rothiams.com)>  
**Subject:** Voluntary Price Reduction (VPR) - RFP 243, Facilities Condition Assessment

You don't often get email from [hrrose@fortlauderdale.gov](mailto:hrrose@fortlauderdale.gov). Learn why this is important.  
CAUTION: This is an external email. Do not click links or open attachments unless you recognize the sender and are confident the content is safe. When in doubt, contact your IT Department.

Good morning,



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

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

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

Name: William Roth Title: President & CEO Entity: Roth IAMS LLC

Signature: [Handwritten Signature] Date: 11/03/2025

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF Florida  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 3 day of NOV 2025 by William Roth, as President & CEO for Roth IAMS LLC, who is

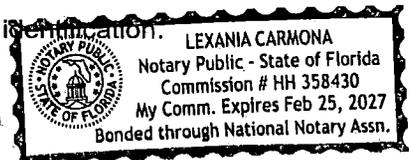
personally known to me or who has produced DL FL as identification.

Notary Public Signature: [Handwritten Signature]

(Notary Seal)

Print Name: Lexania Carmona

My commission expires: \_\_\_\_\_





CITY OF FORT LAUDERDALE

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 02/04/2025

The undersigned, on behalf of Roth IAMS LLC

(Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)

a Delaware nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury, (State entity is registered) hereby deposes and says:

- 1. My name is William Roth (Print complete name of corporate officer/authorized representative)
2. I am an X officer or authorized representative (Select one) of the Nongovernmental Entity. My title is: President & CEO (Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: [Handwritten Signature]

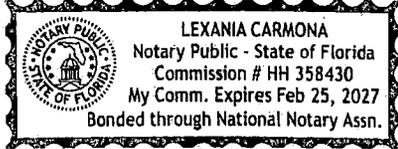
Office Address: 800-360 Central Ave, St. Petersburg, FL 33701

Email Address: bill.roth@rothiams.com

Main Phone Number: 727-247-9419 FEIN No.: 86-2604698

STATE OF Florida
COUNTY OF Manatee

Sworn to and subscribed before me by means of physical presence or online notarization, this 3rd day of NOV, 2025, by William J Roth (Print name of corporate officer/representative)



(NOTARY SEAL)

[Handwritten Signature]
(Signature of Notary Public - State of FL)
Lexania Carmona

Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced DL FL

