

**AGREEMENT FOR
BOARD-UP SERVICES**

THIS AGREEMENT for Board-Up Services for the City of Fort Lauderdale (“Agreement”), made this 8th day of February 2024, is by and between the City of Fort Lauderdale, a Florida municipality (“City”), whose address is 1 East Broward Boulevard, Fort Lauderdale, Florida 33301-1016, and Belfor USA Group, Inc., d/b/a Belfor Property Restoration, a Colorado corporation authorized to conduct business in the state of Florida (“Contractor”), whose principal address is 185 Oakland Avenue, Suite 150, Birmingham, Michigan, 48009, Email: chris.jones@us.belfor.com, Phone: 284-594-1144, (collectively, “Parties”).

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to provide to the Board-Up Services (the “Work”), and 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) Informal Quote Solicitation Event No. 207 - Board-Up Services for the City of Fort Lauderdale, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, (“IQ” or “Exhibit A”).
- (2) The Contractor’s response to the IQ, dated November 30, 2023 (“Exhibit B”).

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 February 8, 2024 and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. 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 his 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

The initial term of this Agreement shall be for a period of one (1) consecutive year which shall commence on February 1, 2024, and shall terminate on January 31, 2025. The City reserves the right to renew the Agreement for three (3) additional one (1)-year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. 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 and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount 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 no more often than monthly, but 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 end of the month. Invoices shall designate 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 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. 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 aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. 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 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 and the City's officers, employees, and volunteers are to be covered as additional insureds 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 or the City's officers, employees, and volunteers.

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2023). 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.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, 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.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) 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 goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/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
1 East Broward Boulevard
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of 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.

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.

The Contractor's insurance coverage shall be primary insurance as applied to the

City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

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.

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.

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.

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

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

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 (2023), as may be amended or revised, 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 (2023), as may be amended or revised, 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 (2023), as may be amended or revised, 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 prior 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 it will render the services.

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

In the event the 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 (2023), 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 (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 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.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), 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@FORT LAUDERDALE.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 (2023), 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, (2023), 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 (2023), 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 Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), 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. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may

not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), 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 contract 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, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), 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 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:

FOR CITY: City Manager
 City of Fort Lauderdale
 1 East Broward Boulevard
 Fort Lauderdale, Florida 33301

WITH A COPY: City Attorney
 City of Fort Lauderdale
 1 East Broward Blvd., Suite 1605
 Fort Lauderdale, Florida 33301

FOR CONTRACTOR:
 Sheldon Yellen, President
 Belfor USA Group, Inc.,
 dba Belfor Property Restoration
 185 Oakland Avenue, Suite 150
 Birmingham, Michigan 48009

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

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

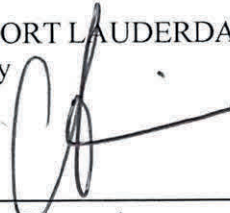
CITY

ATTEST:


David R. Soloman, City Clerk

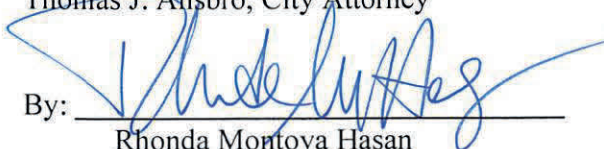


CITY OF FORT LAUDERDALE, a Florida
municipality

By: 
Greg Chavarria
City Manager

Date: February 8, 2024

Approved as to Form and Correctness:
Thomas J. Ansbro, City Attorney

By: 
Rhonda Montoya Hasan
Assistant City Attorney

CONTRACTOR

WITNESSES:

Belfor USA Group, Inc., d/b/a Belfor Property Restoration, a Colorado corporation authorized to conduct business in the State of Florida

[Signature]

Signature

Kelsey VanderMeer

Print Name

[Signature]

Signature

Victoria Bellamy

Print Name

By:

[Signature]
Sheldon Yellen, President

(CORPORATE SEAL)



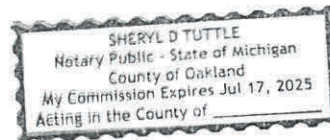
STATE OF Michigan :
COUNTY OF Oakland :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of January, 2024, by Sheldon Yellen, as President for Belfor USA Group, Inc., d/b/a Belfor Property Restoration, a Colorado corporation authorized to conduct business in the State of Florida

[Signature]
(Signature of Notary Public – State of MI)

Sheryl D. Tuttle
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____





Event # 207-0

Name: Board-Up Services

Description: The City of Fort Lauderdale’s Development Services Department (“CITY”) is seeking bids for Board-Up Services as described in the scope of work. Services will consist of the securing and board-up of approximately sixty (60) private houses or other structures per year. Such structures will be located within the corporate limits of the City of Fort Lauderdale, Florida.

Buyer: TORRENGA, JOHN

Status: Pending Award

Event Type: IQ

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

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

Event Dates

Preview:

Q & A Open: 11/17/2023 02:00:00 PM

Open: 11/17/2023 02:00:00 PM

Q & A Close: 11/29/2023 05:00:00 PM

Close: 12/01/2023 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Did you fill out and upload the Required Forms?	Yes No	Event 207 - Required Forms.pdf

Attachments

Name	Attachment
Specifications and Requirements	Specifications and Requirements - Board Up Services.pdf
General Conditions	General Conditions - Rev 10-2022.pdf
Insurance Requirements	Insurance Requirements.pdf

Event # 207-0: Board-Up Services

Commodity Codes

Commodity Code	Description
909-60	Maintenance and Repair, Industrial Building
910-06	Carpentry Maintenance and Repair Services
910-15	Door Installation, Maintenance, and Repair (Wood)
910-80	Window Installation, Maintenance, and Repair (Wood)
968-44	Graffiti Removal Services

Line Details

Line 1: Single hung window - Plywood

Description: Single hung window - Plywood. Price per each window.

Item: BOARD UP SERVICES FOR BUILDING Single hung window - Plywood

Commodity Code: 910-80 Window Installation, Maintenance, and Repair (Wood)

Quantity: 60.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 2: Single awning type window - Plywood

Description: Single awning type window - Plywood. Price per each window.

Item: BOARD UP SERVICES-NUISANCE ABATE Single awning type window - Plywood

Commodity Code: 910-80 Window Installation, Maintenance, and Repair (Wood)

Quantity: 30.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 207-0: Board-Up Services

Add On No
Charges
Allowed:

Line 3: Standard door opening -Plywood

Description: Standard door opening -Plywood. Price per each door opening.

Item: STANDARD DOOR OPENING -PLYWOOD Standard door opening -Plywood

Commodity 910-15 Door Installation, Maintenance, and Repair (Wood)
Code:

Quantity: 40.0000 **Unit of EA**
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 4: Window or A/C cutout -Plywood

Description: Window or A/C cutout -Plywood. Price per each cutout.

Item: WINDOW OR A/C CUTOUT -PLYWOOD Window or A/C cutout -Plywood

Commodity 910-06 Carpentry Maintenance and Repair Services
Code:

Quantity: 10.0000 **Unit of EA**
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 5: Double picture window -Plywood

Description: Double picture window -Plywood. Price per each window.

Item: DOUBLE PICTURE WINDOW -PLYWOOD Double picture window -Plywood

Commodity 910-80 Window Installation, Maintenance, and Repair (Wood)
Code:

Event # 207-0: Board-Up Services

Quantity: 15.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 6: Sliding glass door, standard opening-Plywood

Description: Sliding glass door, standard opening-Plywood. Price per each door opening.

Item: SLIDING GLASS DOOR-PLYWOOD Sliding glass door, standard opening-Plywood

Commodity Code: 910-15 Door Installation, Maintenance, and Repair (Wood)

Quantity: 5.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 7: Shed price per square foot - Plywood

Description: Shed price per square foot - Plywood. PRICE PER SQAURE FOOT.

Item: SHED PRICE PER SQ FOOT - PLYWOOD Shed price per square foot - Plywood

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 100.0000

Unit of SF
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 8: Garage Door (Single) - Plywood

Description: Garage Door (Single) - Plywood. Price per door.

Event # 207-0: Board-Up Services

Item: GARAGE DOOR (SINGLE) - PLYWOOD Garage Door (Single) - Plywood
Commodity Code: 910-15 Door Installation, Maintenance, and Repair (Wood)
Quantity: 1.0000 **Unit of EA Measure:**
Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No
Add On Charges Allowed: No

Line 9: Garage Door (Double) - Plywood

Description: Garage Door (Double) - Plywood. Price per door.

Item: GARAGE DOOR (DOUBLE) - PLYWOOD Garage Door (Double) - Plywood
Commodity Code: 910-15 Door Installation, Maintenance, and Repair (Wood)
Quantity: 1.0000 **Unit of EA Measure:**
Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No
Add On Charges Allowed: No

Line 10: Call Back Service (Section 1.15) -Plywood

Description: Call Back Service (Section 3.14) -Plywood. Price per each service call.

Item: CALL BACK SERVICE - PLYWOOD Call Back Service (Section 3.14) -Plywood
Commodity Code: 909-60 Maintenance and Repair, Industrial Building
Quantity: 5.0000 **Unit of EA Measure:**
Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No
Add On Charges Allowed: No

Event # 207-0: Board-Up Services

Line 11: Number of requests for Emergency Same Day Service-Plywood

Description: Emergency/Same Day Service Call

Item: EMERGENCY SAME DAY SERV-PLYWOOD Number of requests for Emergency Same Day Service-Plywood

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 10.0000 **Unit of EA Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 12: Furnish-labor,materials,equip.&supervision-frame out-Plywood

Description: Frame-out of window, door or air conditioner prior to installation of plywood board-up services. Includes all labor, materials and equipment. Price per linear foot.

Item: FRAME-OUT SERVICES - PLYWOOD Plywood Frame-out services of window, door or A/C

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 60.0000 **Unit of LF Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 13: Swimming Pool Safety Cover (approx. size = 500 Sq. Ft. each)

Description: Swimming Pool Safety Cover. Includes material, labor and equipment. Price per Square Foot.

Item: SWIMMING POOL SAFETY COVER Swimming Pool Safety Cover

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 1,600.0000 **Unit of SF Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 207-0: Board-Up Services

**Add On No
Charges
Allowed:**

Line 14: Single hung window - Polycarbonate

Description: Single hung window - Polycarbonate. Includes material, labor and equipment. Price per window.

Item: SINGLE HUNG WINDOW - POLYCARBONA Single hung window - Polycarbonate

Commodity Code: 910-80 Window Installation, Maintenance, and Repair (Wood)

Quantity: 1.0000 **Unit of EA
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 15: Single awning type window - Polycarbonate

Description: Single awning type window - Polycarbonate. Includes material, labor and equipment. Price per window.

Item: SINGLE AWNING TYPE WINDOW - POLY Single awning type window - Polycarbonate

Commodity Code: 910-80 Window Installation, Maintenance, and Repair (Wood)

Quantity: 1.0000 **Unit of EA
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 16: Standard door opening - Polycarbonate

Description: Standard door opening - Polycarbonate. Includes material, labor and equipment. Price per door opening.

Item: STANDARD DOOR OPENING-POLYCARB. Standard door opening - Polycarbonate

Commodity Code: 910-15 Door Installation, Maintenance, and Repair (Wood)

Event # 207-0: Board-Up Services

Quantity: 5.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 17: Window or A/C cutout - Polycarbonate

Description: A/C cut-out - Polycarbonate. Includes material, labor and equipment. Price per cut-out.

Item: WINDOW OR A/C CUTOUT - POLYCARB. Window or A/C cutout - Polycarbonate

Commodity Code: 910-80 Window Installation, Maintenance, and Repair (Wood)

Quantity: 10.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 18: Double picture window - Polycarbonate

Description: Double picture window - Polycarbonate. Includes material, labor and equipment. Price per window.

Item: DOUBLE PICTURE WINDOW -POLYCARB. Double picture window - Polycarbonate

Commodity Code: 910-80 Window Installation, Maintenance, and Repair (Wood)

Quantity: 10.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 19: Sliding glass door, standard opening - Polycarbonate

Description: Sliding glass door, standard opening - Polycarbonate. Includes material, labor and equipment. Price per door.

Event # 207-0: Board-Up Services

Item: SLIDING GLASS DOOR,STANDARD-POLY Sliding glass door, standard opening - Polycarbonate

Commodity Code: 910-15 Door Installation, Maintenance, and Repair (Wood)

Quantity: 1.0000

Unit of EA Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 20: Shed price per square foot - Polycarbonate

Description: Shed price per square foot - Polycarbonate. Includes material, labor and equipment. Price per square foot.

Item: SHED PRICE PER SQ. FT-POLYCARB. Shed price per square foot - Polycarbonate

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 25.0000

Unit of SF Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 21: Call Back Service (Section 1.15) -Polycarbonate

Description: Call Back Service (Section 1.15) -Polycarbonate

Item: CALL BACK SERVICE -POLYCARBONATE Call Back Service (Section 1.15) -Polycarbonate

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 1.0000

Unit of EA Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Event # 207-0: Board-Up Services

Line 22: Number of requests for Emergency Same Day Service-Polycarb.

Description: Emergency Same Day Service-Polycarbonate

Item: EMERGENCY SAME DAY SERV.POLYCARB Emergency Same Day Service-Polycarb.

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 1.0000 **Unit of EA Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 23: Labor-Materials-Equip.& Supervision to Frame out-Polycarb.

Description: Labor-Materials-Equip.& Supervision to Frame out-Polycarb.

Item: LABOR-MATERIALS-EQUIP.-FRAME OUT Labor-Materials-Equip.& Supervision to Frame out-Polycarb.

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 10.0000 **Unit of LF Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 24: Graffiti Removal

Description: Graffiti Removal. Furnish all labor, material and equipment. Price per square foot.

Item: GRAFFITI REMOVAL Graffiti Removal

Commodity Code: 968-44 Graffiti Removal Services

Quantity: 1,600.0000 **Unit of SQ Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 207-0: Board-Up Services

**Add On No
Charges
Allowed:**

**BOARD UP SERVICES
TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

1.1 General Information The City of Fort Lauderdale Code of Ordinances (Section 18-8) requires that a boarding certificate be obtained for securing all buildings and the City shall issue such certificate.

The contract services will consist of the securing and board-up of approximately sixty (60) private houses or other structures per year. Such structures will be located within the corporate limits of the City of Fort Lauderdale, Florida. Services will be required when the City has determined that a property is open and non-secure creating an unsafe condition and potentially allowing illegal entry.

The initial contract period shall start upon award and shall terminate one year from that date. The City may renew this contract for three, one-year periods subject to Vendor acceptance, Vendor satisfactory performance, and the determination that renewal will be in the best interest of the City. Notification of intent to renew will be sent in advance of the expiration date of this contract.

1.2 Scope of Work All requirements and regulations regarding proper securing and board-up specifications are contained in the City Code of Ordinances, Section 18-8, as amended. Upon approval by City Commission, the technical specifications that follow are a general listing of specifications relating to the materials and procedures for the securing and boarding up of structures as allowed in the City Code of Ordinances, Section 18-10(4). Completion of stated procedures shall be the responsibility of the Contractor.

A. All windows, doors, window air conditioner and all other external wall openings shall be covered and secured.

B. All external wall openings shall be covered and secured with shatter resistant polycarbonate or plywood of a minimum thickness of 1/4" nominal as approved by the City.

C. All specified wall openings shall be secured using 3/8" diameter carriage bolts of a sufficient length to secure the outer polycarbonate or plywood panel (and exterior cross bar, if applicable) with the interior cross bar, and provide additional length for the insertion of two (2) flat washers and a locking nut.

D. Windows and similar openings shall be boarded with approved shatter resistant polycarbonate or plywood. The polycarbonate or plywood shall be secured in place by cross bars, secured to the polycarbonate or plywood by 3/8" plated carriage bolts with large washers at each end and with the cross bar turned so that the carriage bolt goes through the larger dimension. Bolts used to secure the cross bar shall be threaded to the correct length. A minimum of two (2) cross bars shall be used on each window and, depending on the size of the opening, additional cross bars may be required. Each cross bar shall be a continuous piece, and each must extend at least one foot past the window opening in each direction. Bolts and nuts used to secure the cross members to the polycarbonate or plywood must be tightened enough to slightly deflect the material. Bolt heads must fit tightly against the cross bar. The window must be removed from the opening and placed inside the dwelling.

E. Exterior doors shall be boarded with approved shatter resistant polycarbonate or plywood, fitted to the entry doorjamb with a maximum 1/8" clearance for each edge. The existing door should be removed and stored inside the building. The polycarbonate or plywood shall be attached to three (3) horizontal crossbars each with two (2) 3/8" carriage bolts and matching hardware. The polycarbonate or plywood shall be attached to the door entry with three (3) case hardened strap hinges of the types specified by the City, and the polycarbonate or plywood shall be secured by a case hardened steel hasp and minimum two-inch (2") case hardened padlock also of the type specified by the City.

F. The hole in the exterior flat washer must be sufficient in diameter to permit the square under the section of the carriage bolt to pass into this hole. All exterior fasteners/hardware (bolts and flat washers) shall be plated using cadmium, galvanized or zinc protective coating.

G. Holes drilled through the exterior polycarbonate or plywood panel shall be of such a diameter to provide for insertion of the 3/8" diameter bolt and permit the square underside of the carriage bolt to also enter the drilled hole.

H. All wall openings shall be secured with polycarbonate or plywood panels, cut to fit the inside of the wall opening while allowing a clearance, not to exceed 1/4" around the perimeter of the window casing.

I. Contractor shall take precautions to ensure no damage is incurred to the existing windows and air conditioning units during the course of the board-up and securing operations.

J. All exterior surfaces of the bracing bars (where applicable) shall be painted to match, as closely as possible, the exterior color of the surrounding walls.

K. All unoccupied structures within the City of Fort Lauderdale must be secured to the following specifications. All normal board-ups will be secured with polycarbonate material. The use of CDX plywood will be permitted for emergency same day or next day services only. Failure to follow these guidelines may result in disapproval of board-up payment by the City.

L. There shall be no substitutions of materials without approval by the City. Should polycarbonate panels not be available when requested the Contractor at their sole expense shall use approved plywood as a temporary solution until the requested polycarbonate material is available. No additional labor hours will be charged to the City.

1.2.1 Securement Specifications Utilizing Plywood Material – Emergency Services Only

1.2.1.1 Carriage Bolt Method:

A. General Application - All Plywood should be a minimum of 3/4" exterior glue, construction grade, (NO Oriented Strand Board (OSB)). Plywood should be painted with a good quality exterior paint that closely matches the exterior. Openings that require more than a 4' X 8' sheet shall be secured with two (2) sheets spliced together. Plywood must overlap 4" on all four sides unless there is a protruding sill at the bottom. If that is the case, then the bottom edge of the Plywood should sit on that sill. Secure with 3/8" carriage bolts with

washers and double nuts on the interior. (Purpose of the double nut is to secure against one another). On the exterior, use washers ¼" larger than the bolt size. Install carriage bolts as close to the corners as possible. Openings that are 3'X3' or less may be secured with one 2'X 4'board and two carriage bolts. Avoid tightening to tight to prevent crushing the interior wall surface.

B. Style windows (windows that swing out from the side of the frames) must have the whole opening covered. Covering one or two panes will not be accepted. If only one pane is broken the BOARDING WITH SCREWS method can be used to cover the entire opening. Sliding windows should be opened as far as possible to permit the carriage bolts to pass through the window opening. The sliding sash may often be lifted out of the track and stored inside the building. Sliding windows should be opened as far as possible to permit the carriage bolts to pass through the window opening. The sliding sash may often be lifted out of the track and stored inside the building.

C. Sliding windows should be opened as far as possible to permit the carriage bolts to pass through the window opening. The sliding sash may often be lifted out of the track and stored inside the building.

D. Fixed glass windows require reverting to the below Boarding with Screws method.

1.2.1.2 Boarding with Screws:

A. Insert ¾" plywood into the exterior of the window opening for a close fit and secure with a minimum 1-½" drywall, deck or sheet metal screws.

B. Cut plywood so it completely inserts into the window opening (including any radius arch at the top of the window opening) and set the screws every 8" to 10".

C. Screws are to be set into the wooden window frame or wood lintel and/or only, and not into brick masonry, concrete or adobe. Screwing into mortar joints would be acceptable if there is no wooden material available.

1.2.1.3 General Considerations:

A. All first and second story windows must be boarded. Windows above two stories should ALSO be boarded if these openings/windows are not weather tight.

B. If boards cannot be inserted into the window openings because of security bars, carefully remove the bars and board the openings. The security bars should be stored inside the building.

C. Use caution when installing plywood into the window openings. It should fill the entire opening and should be secured snugly but not overly tight against the building. The bolts should not be overly tight because this can actually damage building exteriors/frame.

D. Evaluate whether any patching of the roof is needed at same time so that building is entirely weather tight and vandal-free.

E. Once completed, schedule an inspection by the Building Inspector so that the work can be inspected, and the violations signed off.

1.2.2 Securement Specifications Utilizing Polycarbonate Material

1.2.2.1 Carriage Bolt Method:

A. General Application - All Polycarbonate material shall be a minimum thickness of .220 mm. Openings that require more than a 4' X 8' sheet shall be secured with (2) sheets spliced together. Polycarbonate should be cut to the outer edge of the window frame. Self-tapping screws with security heads may be required if bowing occurs. If the window is inset the Polycarbonate should be inset as well to the outer edge of the window frame. Secure with 3/8" carriage bolts with washers and double nuts and washers on the interior. (Purpose of the double nut is to secure against one another). Install carriage bolts as close to the corners as possible. Sliding windows should be opened as far as possible to permit the carriage bolts to pass through the window opening. The sliding sash may often be lifted out of the track and stored inside the building. C. C.

B. Casement Style windows (windows that swing out from the side of the frames) must have the entire opening covered. Covering individual panes will not be accepted. If only one pane is broken the SECURE WITH SCREWS method can be used to cover the entire opening. Material will need to be notched at the corners to accommodate the hinges.

C. Sliding windows should be opened as far as possible to permit the carriage bolts to pass through the window opening. The sliding sash may often be lifted out of the track and stored inside the building.

D. Fixed glass windows require reverting to the below Securing with Screws method.

E. Glass Patio Doors: If the doors are functional and can be locked that is sufficient. However, if the door is missing glass or the glass is broken then the Carriage Bolt Method General Application applies.

1.2.2.1 Secure with Screws:

A. Insert minimum .220 mm thickness Polycarbonate into the exterior of the window opening for a close fit and secure with a minimum 1-1/2" drywall, deck or sheet metal screws secure top.

B. Cut the Polycarbonate to completely insert into the window opening to the outer edge of the window frame (including any radius arch at the top of the window opening) and set the screws every 8" to 10".

C. Screws are to be set into the wood window frame or wood lintel only and not into brick masonry, concrete or adobe. Screwing into mortar joints will be acceptable if there is no wood material available or if authorized by the City of Fort Lauderdale under unique circumstances.

D. If covers cannot be inserted into the window openings because of security bars, carefully remove the bars and secure the openings. Security bars should be placed inside the building.

1.3 Specifications Relating to Awning Type Windows

A. Awning windows shall be opened slightly as to allow for proper boarding and passage of carriage bolts. If the windows cannot be opened to allow the passage of carriage bolts, please refer to City Code of Ordinances, Section 18-10, (4).

B. Awning windows shall be secured with four (4) bracing bars on the interior of the building. Such braces shall be affixed in a diagonal position across each corner of the window opening. Braces shall be fastened in place by using sheet metal or masonry screws and anchors at each end of the brace. Braces shall be of a sufficient length to overlap the interior wall by a minimum of four inches (4").

C. The polycarbonate or plywood outer panel and 2" x 4" inner braces shall be joined by using one (1) 3/8" carriage bolt and two (2) flat washers at each corner of the window opening. C. Single hung windows shall be secured by utilizing the methods and materials as outlined in the City Code of Ordinances (Section 18-10), amended. Single hung windows shall be secured by utilizing the methods and materials as outlined in the City Code of Ordinances (Section 18-10), amended.

1.4 Specifications Relating to Single Hung Windows:

A. Single hung windows shall be secured by utilizing the methods and materials as outlined in the City Code of Ordinances (Section 18-10), amended.

B. These windows shall be secured with two (2) external 2" x 3" studs secured to the exterior of the building. Such studs shall be placed in a vertical position, located as to provide maximum support. Exterior stud lengths shall be no less than six inches (6") shorter than the height of the polycarbonate or plywood panel.

C. The polycarbonate or plywood panel must be cut in accordance with the specifications previously detailed and placed in position.

D. Interior bracing consisting of two (2) bracing bars studs should be placed horizontally, as to provide maximum support. Such interior braces shall be of a length approximately twelve inches (12") longer than the width of the plywood panel.

E. Exterior braces, polycarbonate or plywood panel, and interior braces shall be fastened by drilling holes and inserting flat washers, carriage bolts and locking nuts. Such holes should be positioned to ensure that the bolt passes through the exterior brace, polycarbonate or plywood panel and interior bracing.

F. Bolts and bracing bar shall be positioned at the outermost width of the window.

1.5 Specifications Relating to Air Conditioner Openings: Small air conditioner units shall be removed and the wall opening secured in the same manner as window openings. If the housing of the unit is too large for removal, wall air conditioner openings shall be secured from the inside after removal of the air conditioning unit. Any air conditioner work should be done by a certified A/C technician in order to comply with EPA requirements. Please refer to City Code of Ordinances, Section 18-10 (A) (4).

1.6 Specifications Relating to Pool Covering If directed by City, Contractor shall drain pool and use a pool cover. If the pool does not require draining, twelve (12) chlorine tablets must be placed in the water before covering the pool. Pools shall be covered with an approved safety pool cover that complies with ASTM F1346. Florida Building Code Residential (FBCR 4501.17). Please refer to Exhibit A.

1.7 Specifications for Garage Doors and Sheds Board-up of unusual sized doors, windows, and garage (when garage door is not attached) openings shall be installed as per instruction of designated City Representative. Each opening must be covered, and the door must be protected as a standard dwelling door.

1.8 Specifications for Graffiti Removal Contractor shall remove graffiti from all public or private residential, commercial, and industrial structures. Contractor shall inspect to determine the method to be used for the graffiti removal. Methods of removal may include chemical removal, water blasting or other pressurized removal systems, matching existing painted surfaces or other eradication procedures as approved by the City. Contractor shall determine the most effective method(s) for removal of the graffiti at each location. The method(s) of removal will vary depending upon the type of graffiti and condition of the surface, however the method must be approved by the City prior to implementation. All repainted surfaces shall reasonably match the surface within 99% of the original wall color applied in sufficient quantity to completely and properly remove the graffiti. Contractor must use care to avoid damages to existing improvements (e.g., buildings, windows, doors, walls, etc.). Existing improvements damaged by the Contractor shall be repaired at the Contractor's sole expense to the satisfaction of the City.

1.9 Permits Permits are required for all jobs. The permit application may be emailed to epermit@fortlauderdale.gov or walked-in and are issued on the same day. In an emergency situation (public health & safety at risk), the permit can be requested after-the-fact. There are fees associated with all board-up requests. The Permit Application is available for downloading from the City's web page at www.fortlauderdale.gov. Go to Building Services and then to E-Permitting. The board up permit fee shall be charged pursuant to Section 9-48 and the boarding certificate fee shall be sixty-five dollars (\$65.00) pursuant to the City Code of Ordinances, Section 18-8. The cost of permits will be borne by the Contractor and should be factored into the bid prices offered. Single hung windows shall be secured by utilizing the methods and materials as outlined in the City Code of Ordinances (Section 18-10), amended. B. B.

1.10 Work Scheduling

A. The City will issue work orders for various jobs to be performed. A department official from the requesting department will provide notification by phone or email to the Contractor detailing the date, time, address, and legal description of the property or properties where a structure is to be secured and the number and type of openings to be boarded. This information will provide the necessary authorization for the Contractor to commence work. The City will make a site visit with the Contractor prior to the completion of the required work. The Contractor shall visit the site and secure the facility in accordance with the specifications.

B. Under normal circumstances, the Contractor shall obtain permits for each authorized project within two (2) working days of notification to proceed or a penalty of 20% will apply. Contractor shall commence and complete the project within two (2) working days of

obtaining permits. Failure to complete the project within (2) working days will result in a penalty of 20% of the total cost of the board-up.

C. Under emergency situations, the Contractor shall complete the work on the same day after notification to commence work. These requests shall occur only under extreme circumstances and the applicable City department shall determine the requirements for completion of the emergency service.

D. All regularly scheduled work shall be completed within the number of working days agreed upon between the City and the Contractor. The City may issue an extension due to unfavorable weather or other substantiated causes that may be beyond the control of the Contractor. The City will be the sole determiner of whether an extension is warranted.

E. Multiple requests to perform these services shall be prioritized by the City of Fort Lauderdale and must be completed within the time requirements established above.

1.11 Estimated Quantities of Work The City estimates that approximately 60 buildings per year will require some type of board-up services. Approximately 55 buildings will require the use of plywood and 5 buildings will require the use of polycarbonate.

ITEM DESCRIPTION	PLYWOOD	POLYCARBONATE
Furnish all labor, materials, equipment and supervision to secure and board-up the following estimated quantity of items in accordance with the bid specifications:		
A. Single hung window	60 Each	1 Each
B. Single awning type window	30 Each	1 Each
C. Standard door opening	40 Each	5 Each
D. Window or A/C cutout	10 Each	10 Each
E. Double picture window	15 Each	10 Each
F. Sliding glass door, standard opening	5 Each	1 Each
G. Shed per square foot	100	25
H. Garage Door (Single)	1 Each	
I. Garage Door (Double)	1 Each	
J. Call Back Service (Section 3.14)	5 Each	1 Each
K. Number of requests for Emergency Same Day Service, if applicable.	10 Each	1 Each
L. Furnish all labor, materials, equipment and supervision to frame out a window, door or air conditioner opening prior to installation of board-up services.	60 Linear Feet	10 Linear Feet
M. Graffiti Removal		1500 Sq. Ft.
N. Swimming Pool Safety Cover (approx. size = 500 Sq. Ft. each)		1600 Sq. Ft.

1.12 Approval by the City Upon completion of the work, the Contractor shall prepare an invoice to reflect the number of windows, doors, etc., indicating any special sizes or other apertures, and cost the project in accordance with the contract provisions. The Contractor shall provide pictures of all windows, doors, etc. that have been boarded up to verify completion and compliance with the Contract specifications. The City may request that a site visit with the contractor and a City representative be made to verify completion and compliance with the Contract specifications. The designated City representative will approve no payments without satisfactory photographic evidence and/or a physical site visit and a sign-off acceptance. Photographic evidence must include before and after pictures for City approval.

1.13 Change Order Process Upon inspection of a designated site, if the Contractor notes work that may be required, which may be beyond the Estimated Quantities of Work, noted in the Contract specifications, the Contractor shall advise the requesting department representative of such findings. A Change Order will be written to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or Time, issued on or after the effective date of the agreement. An additional cost, if applicable, will be agreed upon between the Contractor and the City representative prior to commencement of the work, in accordance with the Contract provisions.

1.14 Damage to Public and/or Private Property Extreme care shall be taken to safeguard all existing facilities, site amenities, sprinkler systems, trees, shrubs, windows, and all vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced or repaired by the Contractor at no additional cost to the City. If the Contractor has not repaired or replaced damaged property within 24 hours' notice by the City, the City reserves the right to correct the situation and deduct all charges from the Contractor's invoice. It is the Contractor's responsibility to ensure that his equipment is free from any fluid leaks while located in any serviced areas. The City, under reasonable suspicion of any such leaking equipment, can require that such equipment be immediately removed from the premises and repaired and/or replaced before it can resume operation in any serviced areas.

1.15 Contractor Call Backs If it is determined that a call back shall be required due to the entry into property already secured, the Contractor shall provide such services. If it is determined that the materials used in the initial board-up operation remain on site and are in usable condition, the Contractor shall re-board up the property and invoice the City for labor only. Said labor rate shall be in accordance with the Contract pricing section for the contract term.

1.16 Price Discrepancies 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.

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, 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 Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting 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.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect 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 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.

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 Contractor does not own vehicles, 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.

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
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

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.

**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 (2022), 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 (2022), 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 (2022), 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 (2022), 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 (2022), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

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

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

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

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

CONSULTANT – A firm providing professional services for the city.

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

PART III BIDDING AND AWARD PROCEDURES:

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

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

3.03 PRICES QUOTED: Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears

freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

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

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

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

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

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

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

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

PART IV BONDS AND INSURANCE

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

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

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

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

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

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

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

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

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



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.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____

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

Authorized Signature

Title

Name (Printed)

Date



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

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

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

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

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

The Contract shall include provisions for the following:

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

Authorized Signature

Print Name and Title

Date



CONTRACT PAYMENT METHOD

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

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

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

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

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

____ MasterCard

____ Visa

Company Name

Name (Printed)

Signature

Title

Date

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 [redacted] 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>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

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

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

revised 09-2022



Response For Supplier: BELFOR USA Group, Inc.

Event # : 207-0

Name: Board-Up Services

Description: The City of Fort Lauderdale's Development Services Department ("CITY") is seeking bids for Board-Up Services as described in the scope of work. Services will consist of the securing and board-up of approximately sixty (60) private houses or other structures per year. Such structures will be located within the corporate limits of the City of Fort Lauderdale, Florida.

Date created: November 21,
2023 11:20:32 AM EST

Date submitted: November 30,
2023 2:17:18 PM EST

Preview date:

Q & A open date: November
17, 2023 2:00:00 PM EST

Open date: November 17,
2023 2:00:00 PM EST

Q & A close date: November
29, 2023 5:00:00 PM EST

Close date: December 1, 2023
2:00:00 PM EST

Dispute close date:

Responded To: 24 Out of 24 Lines

Total Bid Amount: 79,276.60 **Response Currency:** USD

Question Responses

Question	Answer	Attachment
Did you fill out and upload the Required Forms?	Yes	BELFOR_207-REQUIRED FORMS.pdf

Response Attachments

Attachment

BELFOR Company Overview&Exceptions.pdf

Line Responses

Event # 207-0: Board-Up Services

Line 1: Single hung window - Plywood

Description: Single hung window - Plywood. Price per each window.

Item: BOARD UP SERVICES FOR BUILDING Single hung window - Plywood

Commodity Code: 910-80 Window Installation, Maintenance, and Repair (Wood)

Quantity: 60.0000 **Unit of Measure:** EA

Bid Quantity: 60.0000

Unit Price: 200.0000

Extended Amount: 12,000.00

No Charge: No

No Bid: No

Line 2: Single awning type window - Plywood

Description: Single awning type window - Plywood. Price per each window.

Item: BOARD UP SERVICES-NUISANCE ABATE Single awning type window - Plywood

Commodity Code: 910-80 Window Installation, Maintenance, and Repair (Wood)

Quantity: 30.0000 **Unit of Measure:** EA

Bid Quantity: 30.0000

Unit Price: 200.0000

Extended Amount: 6,000.00

No Charge: No

No Bid: No

Line 3: Standard door opening -Plywood

Description: Standard door opening -Plywood. Price per each door opening.

Item: STANDARD DOOR OPENING -PLYWOOD Standard door opening -Plywood

Commodity Code: 910-15 Door Installation, Maintenance, and Repair (Wood)

Quantity: 40.0000 **Unit of Measure:** EA

Bid Quantity: 40.0000

Unit Price: 330.0000

Extended Amount: 13,200.00

No Charge: No

No Bid: No

Line 4: Window or A/C cutout -Plywood

Description: Window or A/C cutout -Plywood. Price per each cutout.

Item: WINDOW OR A/C CUTOUT -PLYWOOD Window or A/C cutout -Plywood

Commodity Code: 910-06 Carpentry Maintenance and Repair Services

Quantity: 10.0000 **Unit of Measure:** EA

Bid Quantity: 10.0000

Unit Price: 260.0000

Extended Amount: 2,600.00

No Charge: No

No Bid: No

Line 5: Double picture window -Plywood

Description: Double picture window -Plywood. Price per each window.

Item: DOUBLE PICTURE WINDOW -PLYWOOD Double picture window -Plywood

Commodity Code: 910-80 Window Installation, Maintenance, and Repair (Wood)

Quantity: 15.0000 **Unit of Measure:** EA

Bid Quantity: 15.0000

Unit Price: 200.0000

Extended Amount: 3,000.00

No Charge: No

No Bid: No

Line 6: Sliding glass door, standard opening-Plywood

Description: Sliding glass door, standard opening-Plywood. Price per each door opening.

Item: SLIDING GLASS DOOR-PLYWOOD Sliding glass door, standard opening-Plywood

Commodity Code: 910-15 Door Installation, Maintenance, and Repair (Wood)

Quantity: 5.0000 **Unit of Measure:** EA

Bid Quantity: 5.0000

Unit Price: 400.0000

Extended Amount: 2,000.00

No Charge: No

No Bid: No

Event # 207-0: Board-Up Services

Line 7: Shed price per square foot - Plywood

Description: Shed price per square foot - Plywood. PRICE PER SQAURE FOOT.

Item: SHED PRICE PER SQ FOOT - PLYWOOD Shed price per square foot - Plywood

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 100.0000 **Unit of Measure:** SF

Bid Quantity: 100.0000

Unit Price: 7.0900

Extended Amount: 709.00

No Charge: No

No Bid: No

Line 8: Garage Door (Single) - Plywood

Description: Garage Door (Single) - Plywood. Price per door.

Item: GARAGE DOOR (SINGLE) - PLYWOOD Garage Door (Single) - Plywood

Commodity Code: 910-15 Door Installation, Maintenance, and Repair (Wood)

Quantity: 1.0000 **Unit of Measure:** EA

Bid Quantity: 1.0000

Unit Price: 740.0000

Extended Amount: 740.00

No Charge: No

No Bid: No

Line 9: Garage Door (Double) - Plywood

Description: Garage Door (Double) - Plywood. Price per door.

Item: GARAGE DOOR (DOUBLE) - PLYWOOD Garage Door (Double) - Plywood

Commodity Code: 910-15 Door Installation, Maintenance, and Repair (Wood)

Quantity: 1.0000 **Unit of Measure:** EA

Bid Quantity: 1.0000

Unit Price: 1,000.0000

Extended Amount: 1,000.00

No Charge: No

No Bid: No

Line 10: Call Back Service (Section 1.15) -Plywood

Description: Call Back Service (Section 3.14) -Plywood. Price per each service call.

Item: CALL BACK SERVICE - PLYWOOD Call Back Service (Section 3.14) -Plywood

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 5.0000 **Unit of Measure:** EA

Bid Quantity: 5.0000

Unit Price: 80.0000

Extended Amount: 400.00

No Charge: No

No Bid: No

Line 11: Number of requests for Emergency Same Day Service-Plywood

Description: Emergency/Same Day Service Call

Item: EMERGENCY SAME DAY SERV-PLYWOOD Number of requests for Emergency Same Day Service-Plywood

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 10.0000 **Unit of Measure:** EA

Bid Quantity: 10.0000

Unit Price: 230.0000

Extended Amount: 2,300.00

No Charge: No

No Bid: No

Line 12: Furnish-labor,materials,equip.&supervision-frame out-Plywood

Description: Frame-out of window, door or air conditioner prior to installation of plywood board-up services. Includes all labor, materials and equipment. Price per linear foot.

Item: FRAME-OUT SERVICES - PLYWOOD Plywood Frame-out services of window, door or A/C

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 60.0000 **Unit of Measure:** LF

Bid Quantity: 60.0000

Unit Price: 5.6800

Extended Amount: 340.80

Event # 207-0: Board-Up Services

No Charge: No

No Bid: No

Line 13: Swimming Pool Safety Cover (approx. size = 500 Sq. Ft. each)

Description: Swimming Pool Safety Cover. Includes material, labor and equipment. Price per Square Foot.

Item: SWIMMING POOL SAFETY COVER Swimming Pool Safety Cover

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 1,600.0000

Unit of Measure: SF

Bid Quantity: 1,600.0000

Unit Price: 3.0000

Extended Amount: 4,800.00

No Charge: No

No Bid: No

Line 14: Single hung window - Polycarbonate

Description: Single hung window - Polycarbonate. Includes material, labor and equipment. Price per window.

Item: SINGLE HUNG WINDOW - POLYCARBONA Single hung window - Polycarbonate

Commodity Code: 910-80 Window Installation, Maintenance, and Repair (Wood)

Quantity: 1.0000

Unit of Measure: EA

Bid Quantity: 1.0000

Unit Price: 400.0000

Extended Amount: 400.00

No Charge: No

No Bid: No

Line 15: Single awning type window - Polycarbonate

Description: Single awning type window - Polycarbonate. Includes material, labor and equipment. Price per window.

Item: SINGLE AWNING TYPE WINDOW - POLY Single awning type window - Polycarbonate

Commodity Code: 910-80 Window Installation, Maintenance, and Repair (Wood)

Quantity: 1.0000

Unit of Measure: EA

Bid Quantity: 1.0000

Unit Price: 400.0000

Extended Amount: 400.00

Event # 207-0: Board-Up Services

No Charge: No

No Bid: No

Line 16: Standard door opening - Polycarbonate

Description: Standard door opening - Polycarbonate. Includes material, labor and equipment. Price per door opening.

Item: STANDARD DOOR OPENING-POLYCARB. Standard door opening - Polycarbonate

Commodity Code: 910-15 Door Installation, Maintenance, and Repair (Wood)

Quantity: 5.0000

Unit of Measure: EA

Bid Quantity: 5.0000

Unit Price: 500.0000

Extended Amount: 2,500.00

No Charge: No

No Bid: No

Line 17: Window or A/C cutout - Polycarbonate

Description: A/C cut-out - Polycarbonate. Includes material, labor and equipment. Price per cut-out.

Item: WINDOW OR A/C CUTOUT - POLYCARB. Window or A/C cutout - Polycarbonate

Commodity Code: 910-80 Window Installation, Maintenance, and Repair (Wood)

Quantity: 10.0000

Unit of Measure: EA

Bid Quantity: 10.0000

Unit Price: 440.0000

Extended Amount: 4,400.00

No Charge: No

No Bid: No

Line 18: Double picture window - Polycarbonate

Description: Double picture window - Polycarbonate. Includes material, labor and equipment. Price per window.

Item: DOUBLE PICTURE WINDOW -POLYCARB. Double picture window - Polycarbonate

Commodity Code: 910-80 Window Installation, Maintenance, and Repair (Wood)

Quantity: 10.0000

Unit of Measure: EA

Bid Quantity: 10.0000

Unit Price: 400.0000

Extended Amount: 4,000.00

Event # 207-0: Board-Up Services

No Charge: No

No Bid: No

Line 19: Sliding glass door, standard opening - Polycarbonate

Description: Sliding glass door, standard opening - Polycarbonate. Includes material, labor and equipment. Price per door.

Item: SLIDING GLASS DOOR,STANDARD-POLY Sliding glass door, standard opening - Polycarbonate

Commodity Code: 910-15 Door Installation, Maintenance, and Repair (Wood)

Quantity: 1.0000

Unit of Measure: EA

Bid Quantity: 1.0000

Unit Price: 700.0000

Extended Amount: 700.00

No Charge: No

No Bid: No

Line 20: Shed price per square foot - Polycarbonate

Description: Shed price per square foot - Polycarbonate. Includes material, labor and equipment. Price per square foot.

Item: SHED PRICE PER SQ. FT-POLYCARB. Shed price per square foot - Polycarbonate

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 25.0000

Unit of Measure: SF

Bid Quantity: 25.0000

Unit Price: 500.0000

Extended Amount: 12,500.00

No Charge: No

No Bid: No

Line 21: Call Back Service (Section 1.15) -Polycarbonate

Description: Call Back Service (Section 1.15) -Polycarbonate

Item: CALL BACK SERVICE -POLYCARBONATE Call Back Service (Section 1.15) -Polycarbonate

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 1.0000

Unit of Measure: EA

Event # 207-0: Board-Up Services

Bid Quantity: 1.0000

Unit Price: 200.0000

Extended Amount: 200.00

No Charge: No

No Bid: No

Line 22: Number of requests for Emergency Same Day Service-Polycarb.

Description: Emergency Same Day Service-Polycarbonate

Item: EMERGENCY SAME DAY SERV.POLYCARB Emergency Same Day Service-Polycarb.

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 1.0000

Unit of Measure: EA

Bid Quantity: 1.0000

Unit Price: 230.0000

Extended Amount: 230.00

No Charge: No

No Bid: No

Line 23: Labor-Materials-Equip.& Supervision to Frame out-Polycarb.

Description: Labor-Materials-Equip.& Supervision to Frame out-Polycarb.

Item: LABOR-MATERIALS-EQUIP.-FRAME OUT Labor-Materials-Equip.& Supervision to Frame out-Polycarb.

Commodity Code: 909-60 Maintenance and Repair, Industrial Building

Quantity: 10.0000

Unit of Measure: LF

Bid Quantity: 10.0000

Unit Price: 5.6800

Extended Amount: 56.80

No Charge: No

No Bid: No

Line 24: Graffiti Removal

Description: Graffiti Removal. Furnish all labor, material and equipment. Price per square foot.

Item: GRAFFITI REMOVAL Graffiti Removal

Commodity Code: 968-44 Graffiti Removal Services

Quantity: 1,600.0000

Unit of Measure: SQ

Event # 207-0: Board-Up Services

Bid Quantity: 1,600.0000

Unit Price: 3.0000

Extended Amount: 4,800.00

No Charge: No

No Bid: No



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.

<u>NAME</u>	<u>RELATIONSHIPS</u>
N/A	

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

Chris Jones
Name (Printed)

CFO
Title

11.30.23
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.

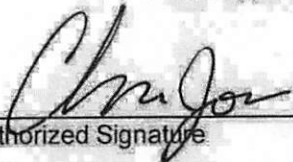
Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- 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

Chris Jones, CFO

Print Name and Title

11.30.23

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

BELFOR USA Group, Inc.
Company Name

Chris Jones
Name (Printed)

Chris Jones
Signature

CFO
Title

11.30.23
Date

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

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

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

Company: (Legal Registration) BELFOR USA Group, Inc. EIN (Optional): 84-1309171

Address: 185 Oakland Avenue Suite 150

City: Birmingham State: MI Zip: 48009

Telephone No.: 248.594.1144 FAX No.: 248.594.0464 Email: chris.jones@us.belfor.com

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

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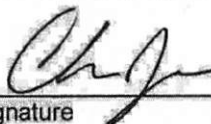
Please see BELFOR's proposed Exceptions in the attached Company Overview & Exceptions document,

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:

Chris Jones
Name (printed)

11.30.23
Date


Signature

CFO
Title

revised 09-2022

PROPERTY RESTORATION

BELFOR USA Group, Inc. is the largest privately-held restoration company in North America. Emergency response services and property restoration are the foundation of our business. Our first responsibility to our clients is to arrive on a disaster scene in a timely manner to secure the property and begin emergency procedures to mitigate damages.

BELFOR performs board-up services for hundreds of municipalities across the country. BELFOR became the board up vendor for Fort Lauderdale in 2022. We are familiar with the requirements and certifications needed to perform board ups throughout the city. We look forward to continuing this relationship.

Our triple-pronged approach ensures the City of Fort Lauderdale's board-up projects are resolved safely, in a quick and comprehensive manner.

BELFOR will:

▶ **Respond Immediately - 24/7/365 Dispatch - (800) 856-3333**

Our South Florida personnel will assist you directly during business hours. After hours, calls will be answered by our BELFOR National Dispatch Call Center and the agent will connect the caller directly you're your local on-call Emergency Manager in the South Florida office. This Office will be backed up closely by our other nearby locations, such as BELFOR Miami and BELFOR Palm Beach.

▶ **Conduct a Thorough Assessment**

Responding emergency crews will come prepared and equipped to implement immediate security measures, such as board-ups or shrink wrap for exposed areas, perimeter fencing, locks, lock in/out procedures, etc.

▶ **Deliver a Prompt Resolution**

Upon contact by the City of Fort Lauderdale, BELFOR will respond effectively and safely to a wide variety of unique and potentially hazardous situations. Our training programs and staff experience ensure board up procedures are performed according to industry standards and within any federal and state requirements.



Board-Up Services

All of our emergency responders for board-ups typically have carpentry skills and receive training, through our BELFOR University System and on the job, on how to correctly perform board-ups and how to identify and safely diffuse job site hazards.

Employees will arrive in BELFOR identified vehicles and will be prepared to perform whatever services are needed, including fencing to secure the property perimeter,

the board up of damaged windows, doors, and openings, security measures, and temporary repairs to ensure the safety of property occupants and prevent further damage.

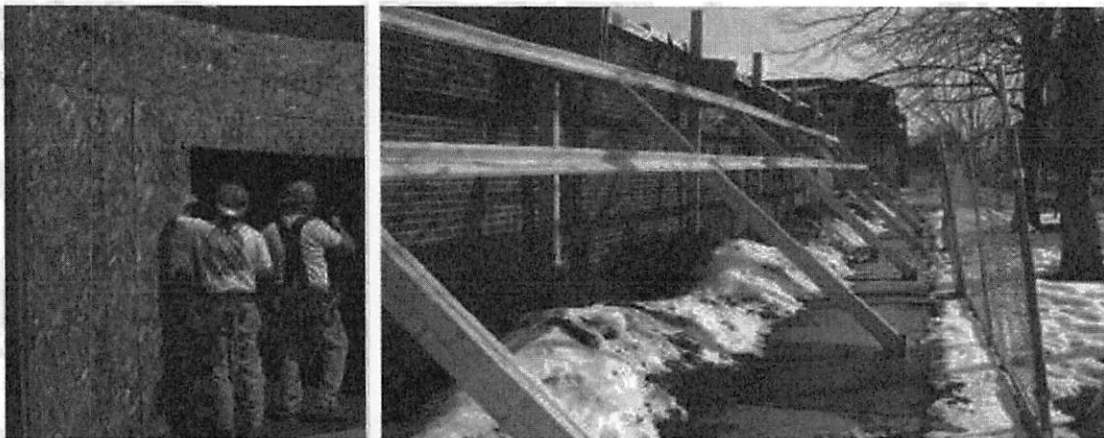
PROPERTY RESTORATION

– Fencing is installed at BELFOR sites to prevent entry of unauthorized personnel and to protect the assets of our clients.

– Emergency crews in every office typically run three deep, with more available if needed. Crews will arrive at the property in uniform with an appropriately marked and well-stocked vehicle.

The materials we use in any project are as important as our trained staff. For a board-up project, all necessary items will be provided and dispatched, including: board up materials to secure damaged windows, doors, and openings, tarps, temporary fencing and miscellaneous carpentry supplies and tools. BELFOR strictly adheres to all industry standards as well as federal and state government regulations to ensure worksite safety.

Upon arrival, color photos will immediately be taken. If it's determined that additional personnel are needed to provide more timely service, they will be immediately called to the scene. Photos will also be taken after completion and retained in our database. The site will be thoroughly cleaned of all debris prior to departure.

**Temporary Repairs and Building Stabilization**

BELFOR USA Group is unique in that, while we are remediation specialists, we are also licensed general contractors. All of our technicians, estimators and managers have this dual perspective on projects, allowing them to understand building systems, determine if restoration or reconstruction is the best course of action, and implement the appropriate solutions immediately. This also allows BELFOR to fast-track many projects by eliminating duplication of effort and reducing job site conflicts.

Reconstruction

With more than 70 years of reconstruction experience, BELFOR has an unmatched depth of resources and knowledge. Our offices and personnel are a part of the communities that they serve. They understand their community's needs. BELFOR works with insurance adjusters, oftentimes several on a single project to mitigate property damage, address hidden moisture and/or mold, safely nullify disaster scene hazards, and repair damage from construction defects, and identify building components that can be restored vs. replaced. We work on accelerated timelines to drastically reduce business interruption for our commercial clients.

As a full service General Contractor, we can coordinate all needed services - hiring architects, engineers, testing firms, and any necessary trades in order to stabilize and reconstruct a

PROPERTY RESTORATION

property. We perform interior renovation / build-back as well as complete core and shell construction.

Reconstruction Capabilities after a loss include:

- 24-hour emergency response
- Site containment/temporary shoring
- Intrusive investigation/selective demolition
- Emergency power
- Full scale carpentry
- Complete electrical, mechanical and plumbing
- Complete exterior envelope reconstruction
- Construction defect reconstruction
- All roofing configurations
- Interior build-out and finishes
- Complex installation and interior finishes
- High-rise reconstruction and restoration
- Historic reconstruction and restoration
- Machinery/factory line implementation

Building Stabilization

Initial stabilization services of the environment is an attempt to return the environment to a condition that will not continue to deteriorate the building or its contents. This may include board up, temporary roof repairs, largescale water extraction, dehumidification / climate control, removal of damaged building materials/contents, get utilities back on line or provide temporary power.

Dehumidification/temporary HVAC units can be quickly dispatched to the site to control temperature and humidity levels. BELFOR owns the largest fleet of restoration equipment in North America, including over 10,000 dehumidifiers.

In addition, we have strong relationships with equipment suppliers such as Lowes, Sunbelt and Aggreko, the largest supplier of generators, dehumidifiers and temporary temperature control equipment in the world.

As a General Contractor, barrier walls can be immediately constructed to protect damaged areas from undamaged areas. Shoring, board-ups and fencing can also be quickly deployed to protect building occupants and further damage to the building and its contents.

PROPERTY RESTORATION

BELFOR Environmental Services, owned by BELFOR Property Restoration, can also address any environmental issues that are encountered including chemical spills, asbestos, PCB or airborne hazards, or other contamination.

BELFOR - A Full Service Restoration Contractor

BELFOR's complete line of restoration services - including reconstruction and technical services - affords the most streamlined, cost-effective path to final restoration and full operational recovery. As a full-service restoration contractor, BELFOR team members focus on the best solution for each project, knowing the method of recovery is not influenced by a particular service line. The timeliness of the initial response and the ability to fast-track any size project equates to an overall smaller loss and minimal property disruption.

