



Event # 492-2

Name: Land Use Plan Amendment - Rebid

Description: The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed Consultant to prepare applications for a Future Land Use Element and a Future Land Use Map Amendment as further described in Section III – Scope of Services. Those firms which are interested in submitting proposals in response to this Request for Proposal (RFP) shall comply with Section IV- Submittal Requirements.

Buyer: HEMMINGS TURNER, PAULETTE

Status: Pending Award

Event Type: RFP

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 2

Display Bid Tabulation: Do Not Display

Event Dates

Preview:

Q & A Open: 11/13/2025 05:00:00 PM

Open: 11/12/2025 05:00:00 PM

Q & A Close: 11/21/2025 05:00:00 PM

Close: 12/09/2025 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Did you sign and attach all the required forms?	Yes No	Event 492 Required Forms.pdf
The attached Anti-Human Trafficking Affidavit will be requested by the City from the awarded firm. This is an exhibit only and is not needed as part of your proposal.	Yes No	Anti-Human Trafficking Affidavit.pdf
Did you include a minimum of three references, other than the City, with verifiable names and email contacts?	Yes No	

Attachments

Event # 492-2: Land Use Plan Amendment - Rebid

Name	Attachment
Event 492 Land Use Plan Amendment	Event 492 Land Use Plan Amendment Solicitation.pdf
1. General Conditions - Rev 08-2023.pdf	1. General Conditions - Rev 08-2023.pdf
Addendum 1.pdf	Addendum 1.pdf
Addendum 2.pdf	Addendum 2.pdf

Contacts

Name	Email Address
PAULETTE HEMMINGS TURNER	pturner@fortlauderdale.gov

Comments

Title	Type	Attachment
LUPA Project Scope	Print On Purchase Order	DOC110325-003.pdf

Commodity Codes

Commodity Code	Description
906-57	Land Development and Planning - Architectural
906-64	Planning, Urban (Community, Regional, Area wide, and State)
918-92	Urban Planning Consulting
925-61	Land Development and Planning/Engineering
961-94	Zoning, Land Use Studies

Line Details

Line 1: Task 1 - Research & Define Project Scope

Event # 492-2: Land Use Plan Amendment - Rebid

Description:

Task 1 - Research & Define Project Scope

Item: TASK 1 - RESEARCH & DEFINE PROJE Task 1 - Research & Define Project Scope

Long Item Description: Completed Project Scope

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 05/07/2027

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 3: Task 2 - Meet with Broward County Planning Council

Description: Task 2 - Meet with Broward County Planning Council

Prepare and Submit Meeting Summary

Item: TASK 2 - MEET WITH BROWARD COUNT Task 2 - Meet with Broward County Planning Council

Long Item Description: Prepare and Submit Meeting Summary

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 05/03/2027

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Event # 492-2: Land Use Plan Amendment - Rebid

Line 4: Task 3 - Presentation to Central City CRA Board (CCRAB)

Description: Task 3 - Presentation to Central City CRA Board (CCRAB)

Submit and Present Proposed Future Land Use Plan to the CCRAB

Item: TASK 3 - PRESENTATION TO CENTRAL Task 3 - Presentation to Central City CRA Board (CCRAB)

Long Item Description: Submit and Present Proposed Future Land Use Plan to the CCRAB

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 05/03/2027

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 5: Task 4 - Meet with City Attorney and Stakeholders

Description: Task 4 - Meet with City Attorney and Stakeholders

Prepare and Submit Meeting Summary for Review

Item: TASK 4 - MEET WITH CITY ATTORNEY Task 4 - Meet with City Attorney and Stakeholders

Long Item Description: Prepare and Submit Meeting Summary for Review

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 05/03/2027

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Event # 492-2: Land Use Plan Amendment - Rebid

Line 6: Task 5 - Prepare Land Use Amendment Report

Description: Task 5 - Prepare Land Use Amendment Report

Prepare and Submit Land Use Amendment Report

Item: TASK 5 - PREPARE LAND USE AMENDM Task 5 - Prepare Land Use Amendment Report

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 05/03/2027

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 7: Task 6 - Create Project Website

Description: Task 6 - Create Project Website

Deliver Website that Meets the City's Standards

Item: TASK 6 - CREATE PROJECT WEBSITE Task 6 - Create Project Website

Long Item Description: Deliver Website that Meets the City's Standards

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 05/03/2027

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Event # 492-2: Land Use Plan Amendment - Rebid

Line 8: Task 7 - Consultant to Present on Draft Future Land Use Elem

Description:

Task 7 - Consultant to Present on Draft Future Land Use Element and Future Land Use Plan Amendment Applications to the Central City Community

Presentation to CCRA (Up to 4 Meetings)

Item: TASK 7 - CONSULTANT TO PRESENT O Task 7 - Consultant to Present on Draft Future Land Use Elem

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 05/03/2027

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 9: Task 8 - Development Review Committee (DRC) Meetings

Description: Task 8 - Development Review Committee (DRC) Meetings

Attend Development Review Committee (DRC) Meetings

Item: TASK 8 - DEVELOPMENT REVIEW COMM Task 8 - Development Review Committee (DRC) Meetings

Long Item Description: Attend Development Review Committee (DRC) Meetings

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 05/03/2027

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No

Event # 492-2: Land Use Plan Amendment - Rebid

**Charges
Allowed:**

Line 10: Task 9 - Planning and Zoning Board (PZB) Meeting

Description: Task 9 - Planning and Zoning Board (PZB) Meeting

Attend PZB Meeting

Item: TASK 9 - PLANNING AND ZONING BOA Task 9 - Planning and Zoning Board (PZB) Meeting

**Long Item
Description:** Attend PZB Meeting

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

**Requested
Delivery
Date:** 05/03/2027

**Require
Response:** Yes

**Price Breaks
Allowed:** No

**Allow Alternate
Responses:** No

**Add On
Charges
Allowed:** No

Line 11: Task 10 - City Commission Conference Meeting Presentation

Description: Task 10 - City Commission Conference Meeting Presentation

Present at City Commission Conference Meeting

Item: TASK 10 - CITY COMMISSION CONFER Task 10 - City Commission Conference Meeting Presentation

**Long Item
Description:** Present at City Commission Conference Meeting

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

**Requested
Delivery
Date:** 05/03/2027

**Require
Response:** Yes

**Price Breaks
Allowed:** No

**Allow Alternate
Responses:** No

Event # 492-2: Land Use Plan Amendment - Rebid

Response:

Allowed:

Responses:

Add On No
Charges
Allowed:

Line 12: Task 12 - City Commission Transmittal Hearing - First Reading

Description: Task 12 - City Commission Transmittal Hearing - First Reading

Presentation to City Commission

Item: TASK 12 - CITY COMMISSION TRANSM Task 12 - City Commission Transmittal Hearing - First Reading

Long Item Presentation to City Commission
Description:

Commodity 906-57 Land Development and Planning - Architectural
Code:

Quantity: 1.0000 **Unit of** LS
Measure:

Requested 05/03/2027
Delivery
Date:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 13: Task 13 - Transmit Future Land Use Element and Future Land U

Description: Task 13 - Transmit Future Land Use Element and Future Land Use Map Amendment to the FloridaCommerce

Prepare Transmittal Package and Submit to FloridaCommerce and Agencies that Review Comprehensive Plan Amendments

Item: TASK 13 - TRANSMIT FUTURE LAND U Task 13 - Transmit Future Land Use Element and Future Land U

Long Item Prepare Transmittal Package and Submit to FloridaCommerce and Agencies that Review Comprehensive Plan
Description: Amendments

Commodity 906-57 Land Development and Planning - Architectural
Code:

Quantity: 1.0000 **Unit of** LS
Measure:

Requested 05/03/2027
Delivery
Date:

Event # 492-2: Land Use Plan Amendment - Rebid

Date:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 14: Task 14 - Broward County Planning Council (BCPC) Submittal a

Description: Task 14 - Broward County Planning Council (BCPC) Submittal and Request Conditional Recertification

Submittal to Broward County Planning Council

Item: TASK 14 - BROWARD COUNTY PLANNIN Task 14 - Broward County Planning Council (BCPC) Submittal a

Long Item Description: Submittal to Broward County Planning Council

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 05/03/2027

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 15: Task 15 - Address BCPC Comments

Description: Task 15 - Address BCPC Comments

Revised land use plan amendment report and prepare memo on how BCPC Comments have been addressed.

Item: TASK 15 - ADDRESS BCPC COMMENTS Task 15 - Address BCPC Comments

Long Item Description: Revised land use plan amendment report and prepare memo on how BCPC Comments have been addressed.

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Event # 492-2: Land Use Plan Amendment - Rebid

Requested Delivery Date: 05/03/2027

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 16: Task 16 - BCPC Hearing

Description: Task 16 - BCPC Hearing

Present Land Use Plan Amendment and Answer Questions at BCPC Meeting

Item: TASK 16 - BCPC HEARING Task 16 - BCPC Hearing

Long Item Description: Present Land Use Plan Amendment and Answer Questions at BCPC Meeting

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 05/03/2027

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 17: Task 17 - County Commission - Approval of Notice to Advertis

Description: Task 17 - County Commission - Approval of Notice to Advertise LUPA

Item: TASK 17 - COUNTY COMMISSION - AP Task 17 - County Commission - Approval of Notice to Advertis

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 05/03/2027

Event # 492-2: Land Use Plan Amendment - Rebid

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 18: Task 18 - County Commission Transmittal Hearing

Description: Task 18 - County Commission Transmittal Hearing

Present Land Use Plan Amendment and Answer Questions at BCPC Hearing

Item: TASK 18 - COUNTY COMMISSION TRAN Task 18 - County Commission Transmittal Hearing

Long Item Description: Present Land Use Plan Amendment and Answer Questions at BCPC Hearing

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000

Unit of Measure: LS

Requested Delivery Date: 05/03/2027

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 19: Task 19 - Address FloridaCommerce Comments Issued on City an

Description: Task 19 - Address FloridaCommerce Comments Issued on City and County Transmittals

Adjust Amendment Language and Prepare Memorandum on How FloridaCommerce Comments were Addressed.

Item: TASK 19 - ADDRESS FLORIDACOMMERC Task 19 - Address FloridaCommerce Comments Issued on City an

Long Item Description: Adjust Amendment Language and Prepare Memorandum on How FloridaCommerce Comments were Addressed.

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000

Unit of Measure: LS

Requested Delivery Date: 05/03/2027

Event # 492-2: Land Use Plan Amendment - Rebid

**Delivery
Date:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

**Add On Charges
Allowed:** No

Line 20: Task 20 - County Commission Adoption Hearing - Second Reading

Description: Task 20 - County Commission Adoption Hearing - Second Reading

Attend County Commission Hearing and Answer Questions

Item: TASK 20 - COUNTY COMMISSION ADOP Task 20 - County Commission Adoption Hearing - Second Reading

Long Item Description: Attend County Commission Hearing and Answer Questions

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 05/03/2027

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

**Add On Charges
Allowed:** No

Line 21: Task 21 - City Commission Adoption Hearing - Second Reading

Description: Task 21 - City Commission Adoption Hearing - Second Reading

Attend City Commission Adoption Hearing and Answer Questions

Item: TASK 21 - CITY COMMISSION ADOPTI Task 21 - City Commission Adoption Hearing - Second Reading

Long Item Description: Attend City Commission Adoption Hearing and Answer Questions

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Event # 492-2: Land Use Plan Amendment - Rebid

Measure:

Requested Delivery Date: 05/03/2027

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 22: Task 22 - Prepare Transmittal of Adopted Amendments to DEO

Description: Task 22 - Prepare Transmittal of Adopted Amendments to DEO

Prepare Transmittal Package and Submit to FloridaCommerce and Agencies that Review Comprehensive Plan Amendments

Item: TASK 22 - PREPARE TRANSMITTAL OF Task 22 - Prepare Transmittal of Adopted Amendments to DEO

Long Item Description: Prepare Transmittal Package and Submit to FloridaCommerce and Agencies that Review Comprehensive Plan Amendments

Commodity Code: 906-57 Land Development and Planning - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 05/03/2027

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 23: Task 23 - Request BCPC to Finalize Recertification of the Fu

Description: Task 23 - Request BCPC to Finalize Recertification of the Future Land Use Element and Future Land Use Map.

Prepare Request to Finalize Recertification of the Future Land Use Map Element and Future Land Use Map.

Item: TASK 23 - REQUEST BCPC TO FINALI Task 23 - Request BCPC to Finalize Recertification of the Fu

Long Item Description: Prepare Request to Finalize Recertification of the Future Land Use Map Element and Future Land Use Map.

Commodity Code: 906-57 Land Development and Planning - Architectural

Event # 492-2: Land Use Plan Amendment - Rebid

Code:			
Quantity:	1.0000	Unit of Measure:	LS
Requested Delivery Date:	05/03/2027		
Require Response:	Yes	Price Breaks Allowed:	No
Add On Charges Allowed:	No	Allow Alternate Responses:	No

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and Licensed/Certified Consultant to prepare applications for a Future Land Use element and a future Land Use Map Amendment for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Paulette Hemmings Turner at (954) 828-5139 or email at PTurner@fortlauderdale.gov. Such contact shall be for clarification purposes only.

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

1.3 Pre-proposal Conference and Site Visit

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

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

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

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

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA the [City's on-line strategic sourcing platform](#).

1.5 Electronic Bid Openings/Proposal Closings

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

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

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 08/23) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

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

2.3 Changes and Alterations

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

2.4 Proposer's Costs

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

2.5 Pricing/Delivery

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

2.6 Price Validity

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

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's

satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

2.8 Related Expenses/Travel Expenses

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

2.9 Payment Method

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

2.10 Mistakes

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

2.11 Acceptance of Proposals / Minor Irregularities

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

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

2.12 Modification of Services

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

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City

on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

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

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

2.13 Non-Exclusive Contract

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

2.14 Sample Contract Agreement

A sample of the contract which may be required to be executed by the awarded vendor can be found in Attachment 1.

2.15 Responsiveness

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

2.16 Responsibility

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

2.17 Minimum Qualifications

Proposers shall be in the business of providing Urban Planning Services for at least five (5) years and should include specialists pertinent to this RFP including Transportation Planning, and Geographic Information System (GIS) capabilities. The proposer must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

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

2.17.1 Proposer or principals shall have relevant experience in providing Urban Planning Services.

Project manager assigned to the work must be AICP Certified and have at least Five (5) years' experience in Urban Planning and must have served as project manager on similar projects as indicated in the scope of work.

2.17.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

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

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

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with [City of Fort Lauderdale Ordinance No. C-11-42](#), and [Resolution No. 07-101, Lobbying Activities](#). Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office, located at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

2.19 Local Business Preference

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

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

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

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

2.19.4 The complete local business preference ordinance may be found on the City's web site: [Click Here](#)

2.19.5 Definitions

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

2.20 Disadvantaged Business Enterprise Preference

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

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

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

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

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site: [Click Here](#)

2.20.5 Definitions

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

its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

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

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: [Click Here](#)

2.22 Public Entity Crimes

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2025), as may be amended 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 (2025), 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.

2.23 Subcontractors

2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such

information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

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

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

2.24 Proposal Security - N/A

2.25 Insurance Requirements

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

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

2.25.3 The following insurance policies and coverages are required:

Commercial General Liability

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

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

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included 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 Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Professional Liability

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

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

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If Consultant does not own vehicles, Consultant 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.

Consultant waives, and Consultant shall ensure that Consultant'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.

Consultant must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

- a) Consultant 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) Consultant 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 Consultant 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 Consultant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Consultant 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 included as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g) The City shall be granted a Waiver of Subrogation on Consultant's Workers' Compensation insurance policy.
- h) The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

Consultant 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 including the City as an Additional Insured shall be at Consultant's expense.

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

Consultant's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, 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 Consultant 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, Consultant 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 Consultant's insurance policies.

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

It is Consultant's responsibility to ensure that any and all of Consultant'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 Consultant. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Consultant.

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

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

2.25.6 The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

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

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

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

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

2.26 Award of Contract

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

2.27 Unauthorized Work

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

2.28 Damage to Public or Private Property

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

2.29 Safety

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

2.30 Uncontrollable Circumstances ("Force Majeure")

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

2.30.1 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;

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

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

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

2.31 Canadian Companies

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

2.32 News Releases/Publicity

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

2.33 Manufacturer/Brand/Model Specific Request

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

2.34 Contract Period

The initial contract term shall commence upon final execution of the contract by the City and shall expire **3 years** from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for additional **1 year** term providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than **360 days** beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.35 Cost Adjustments – N/A

2.36 Service Test Period – N/A

2.37 Contract Coordinator

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

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

2.38 Contractor Performance Reviews and Ratings

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

Excellent	Far exceeds requirements.
Good	Exceeds requirements

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

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

2.39 Substitution of Personnel

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

2.40 Ownership of Work

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

2.41 Condition of Trade-In Equipment - NA

2.42 Conditions of Trade-In Shipment and Purchase Payment - NA

2.43 Verification of Employment Status

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

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

2.44 Service Organization Controls NA

2.45 Warranties of Usage

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

2.46 PCI (Payment Card Industry) Compliance

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

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

Failure to maintain PCI compliance or to provide requested documentation may result in termination of the contract.

2.47 Anti-Human Trafficking, Kidnapping, Custody and Related Offenses

Bidder, proposer, quoter, or any other respondent to any City solicitation/notice or serving as a City consultant, contractor, vendor or otherwise entering into any contract (including, without limitation, contract renewal, extension, amendment as applicable) with the City affirms and stipulates that it is not in violation of Section 787.06(13) of the 2025 Florida Statutes entitled "Kidnapping; Custody Offenses; Human Trafficking and Related Offenses." The entity (which includes any business entity however formed/ incorporated) intending to provide goods or services by submitting a response to a city solicitation further affirms to the City as a governmental entity defined in Section 287.138(1) of the 2025 Florida Statutes that it does not use coercion for labor or services as defined in Section 787.06 of the 2025 Florida Statutes.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Introduction

The City of Fort Lauderdale is seeking proposals from qualified firms to provide consulting services to prepare applications for a Future Land Use Element amendment and a Future Land Use Map Amendment. The application will reflect the boundaries of the Central City Community Redevelopment Area (CRA) and will provide a framework for future zoning and catalyze redevelopment in the Central City CRA.

The [Central City Community Redevelopment Plan](#), adopted in 2012, recommended seeking assistance in creating a mixed use, transit-oriented district. Per the Plan, potential areas for redevelopment opportunities were identified through a public participation process including properties within the CRA along major streets such as Sunrise Boulevard, NE 4th Avenue, and NE 13th Street. Per the Plan, Sunrise Boulevard can support a larger, more intense type of redevelopment scenario; while NE 4th Avenue and NE 13th Street can support lighter intensity, neighborhood-oriented retail establishments as well as mixed-use building types.

Currently, the CRA is considering new zoning designations and rezoning properties adjacent to these major roadways that will allow a mix of uses, encourage enhancement of the pedestrian experience, and incorporate form-based standards regarding height, massing, and building form. The intent of the Future Land Use Element amendment and a Future Land Use Map Amendment is to have one single land use designation that would permit development of both market rate and affordable housing units within mixed use projects that support new and existing commercial uses in the CRA.

The scope of services includes, but is not limited to, recommending a modification of an existing future land use designation or the creation of a new future land use designation for the designated Central City mixed use area. The City's Future Land Use Element and Future Land Use Map are governed by both the City and Broward County through the County's Charter. The proposed Future Land Use Map amendment will require an amendment to both the City of Fort Lauderdale Future Land Use Map and the Broward County Future Land Use Map which, will require approval by the Fort Lauderdale City Commission, the Broward County Planning Council, and the Broward County Commission.

The Project Manager for the consultant team should be the primary contact for the project. The Project Manager will answer questions from the public in regard to the amendments and present at public meetings including civic associations, the Central City Community Redevelopment Area Board, Planning and Zoning Board, City Commission, Broward County Planning Council, and Broward County Commission meetings.

Exhibit 1 is a map of the Central City Community Redevelopment Area

3.2 Scope of Work

3.2.1 - Task 1 – Research and Define Project Approach

The objective of this task is to gain familiarity with the current future land use designations, existing uses, discussing project approach and public outreach with CRA and City staff.

City Services

- City staff will provide Consultant with the draft CRA unified land development regulations for the proposed Central City CRA rezoning.

- Most other documents including Central City CRA Plan can be found on the City's website: [Click Here](#)
- Consultant Deliverables
- Prepare project schedule for review by CRA and City staff.
- Submit final project schedule based upon CRA and City staff comment.

3.2.2 - Task 2 – Meet with Broward County Planning Council Staff to Discuss Proposed Future Land Use Element and Future Land Use Map Amendment Applications

The consultant shall meet with City and Broward County Planning Council staff to discuss the proposed future land use designation, Future Land Use Element amendment and amendments to both the City and County Future Land Use Maps.

City Service

- Schedule meeting with Consultant and Planning County Staff

Consultant Deliverable

- Prepare meeting summary with Broward County Planning Council staff.

3.2.3 - Task 3 – Presentation to Central City Community Redevelopment Board (CCRAB) on Proposed Future Land Use Element and Map Amendments including Density, Intensity, and Proposed Affordable Housing Strategies

The purpose of the CCRAB presentation is to gain consensus from the CCRAB about the density and intensity of the future land use designation for the amendment and related affordable housing strategies.

Note that Broward County Land Use Plan Policy 2.16.2 states that when amendments which propose to add 100 or more residential dwelling units to existing densities, municipalities must incorporate affordable housing strategies.

City/CRA Services

- CRA staff will place presentation on CCRAB agenda.
- City and CRA staff will provide comments on draft PowerPoint in advance of the CCRAB meeting.
- City and CRA staff will attend the CCRAB meeting and assist with answering questions.

Consultant Deliverables

- Draft PowerPoint regarding the proposed future land use designation including density, intensity, and affordable housing strategies to City staff and CRA staff two weeks in advance of the CCRAB meeting.
- Submit final PowerPoint to City and CRA staff for consultant's presentation to the CCRAB.

- Present proposed Future Land Use, Future Land Use Element and affordable housing strategies to the CCRAB and answer questions.

3.2.4 - Task 4 - Meet with City Attorney's Office, Broward County Traffic Engineering, and the Florida Department of Transportation on Proposed Amendments

City Service

- Schedule meetings with the City Attorney's Office, Broward County Traffic Engineering and the Florida Department of Transportation.

Consultant Deliverable

- Attend meetings and prepare meeting summaries for meetings with Broward County Traffic Engineering and the Florida Department of Transportation.

3.2.5 - Task 5 – Prepare Land Use Amendment Report including, but not limited, to the following:

City Service

- City staff will support communication between Consultant and various City departments to obtain information for the Future Land Use Map amendment report.

Consultant Deliverable:

The amendment report must meet the data and analysis requirements outlined in the appendix of the [Broward County Administrative Rules Document](#).

The report must include the following:

- Existing uses
- Proposed density and intensity
- Proposed City and County future land use designations
- Analysis of public facilities and services:
- Potable water and sanitary sewer including water and sewer analysis letter from Public Works
- Drainage requirements and correspondence from City Engineer confirming drainage analysis
- Solid waste impact and confirm solid waste analysis with solid waste collection provider
- Proposed increase in population
- Impact on Broward County community park and City park level of service
- Mass transit analysis
- Traffic study
- School impact analysis and Broward Schools capacity determination letter
- Coordination with City and County adaptation action area plans
- Natural and historical resource analysis
- Affordable housing strategy
- Land use compatibility
- Hurricane evacuation analysis
- Intergovernmental coordination
- Public outreach summary
- Description of consistency with highlighted regional issues and policies of the Broward County Land Use Plan

- Required maps
- Sketch and legal description for proposed amendment area.

3.2.6 - Task 6 – Create Project Website with Draft Documents, PowerPoint Presentation, Project Schedule, and Point of Contact.

CRA Staff Service

- CRA staff will add link from the consultant's project website to the City's website

Consultant Deliverable

- Consultant will prepare website for the project that meets City standards for accessibility.

3.2.7 - Task 7 – Present on Draft Future Land Use Element and Future Land Use Plan Amendment Applications to the Central City Community Redevelopment Advisory Board (Up to 4 Meetings)

City and CRA Staff Service

- CRA staff will place discussion of the Future Land Use Element and Future Land Use Map amendments on the CCRAB agenda. City and CRA staff will attend the meeting and answer questions.

Consultant Deliverable

- The consultant will present the findings of the data, inventory, and analysis in the Future Land Use Element report and answer CCRAB questions.

3.2.7.1 - Task 7.1 – Revise PowerPoint Prior to Additional CCRAB, Civic Association, and Public Participation Meetings (Up to 5 Revisions)

City and CRA Staff Service

- City and CRA staff will provide comments on the PowerPoint presentation for revisions based upon CCRAB, Civic Association, and Public Participation Meetings.

Consultant Deliverable

- The consultant will revise the PowerPoint based upon City and CRA staff comments.

3.2.7.2 - Task 7.2 - Consultant to Present the Amendments to Civic Associations in and Adjacent to the Central City (Up to 12 Meetings)

City and CRA Staff Service

- City and CRA staff will attend Civic Association meetings and answer Civic Association questions.

Consultant Deliverable

- The Consultant will present the amendments and answer Civic Association questions.

3.2.8 - Task 8 – Development Review Committee (DRC) Meetings

3.2.8.1 - Task 8.1 - Required Notice to Civic Associations in and Adjacent to the CRA Prior to the DRC Meetings

CRA Staff Service

- The CRA staff shall notify civic associations within and adjacent to the CRA regarding the scheduling of the amendments on the Development Review Committee (DRC) agenda.

Consultant Deliverable

- Consultant will prepare draft notice regarding the date of the Development Review Committee meeting.

3.2.8.2 - Task 8.2 - Public Presentation Meetings Prior to the Development Review Committee (DRC) Meeting (Up to 3 Meetings)

CRA Staff Service

- CRA staff will schedule public presentation meetings and both CRA and City Staff will attend the public participation meetings.

Consultant Deliverable

- Present the amendments at the Public Participation Meetings, collect public comments, and prepare a summary of the meeting(s).

3.2.8.3 - Task 8.3 - DRC Comments on Draft Future Land Use Plan Amendment and Future Land Use Map Amendment Report

City Staff Service

- City staff will prepare comments on the draft Future Land Use Element and Future Land Use Map Amendments.

3.2.8.4 - Task 8.4 - DRC Meeting (Up to 3 Meetings)

City Staff Service

- City staff will post DRC comments on the City's website and send them to the consultant. The DRC members will answer questions regarding their comments on the future land use amendment report.

Consultant Deliverable

- Present the land use plan amendments at the DRC meetings and address comments from DRC members or members of the public.

3.2.8.5 - Task 8.5 - Resubmit Revised Future Land Use Plan Amendment Report (Up to 4 Revisions)

Consultant Deliverable

- A revised the Future Land Use Map amendment report and provide written responses to the DRC's comments to City and CRA staff.

3.2.8.6 - Task 8.6 - DRC Sign Off

City Staff Service

- City staff will share the revised Future Land Use Map amendment report and request DRC member sign off prior to scheduling on the Planning and Zoning Board (PZB) agenda.

Consultant Deliverable

- Respond to DRC Member comments on the Future Land Use Map Amendment report and revise the report for resubmittal to the City.

3.2.9 Task 9 - Planning and Zoning Board (PZB) Meetings

3.2.9.1 - Task 9.1 - Required Mail Notices to Property Owners within 300 feet and Civic Associations in and Adjacent to the CRA Prior to the PZB Meetings

CRA Staff Service

- CRA staff will prepare two mail notices at least 10 days in advance of the public presentation meeting to property owners within the Future Land Use Map amendment area and within 300 feet of the proposed Future Land Use Map amendment area and email the notice to civic associations within and adjacent to the CRA.

Consultant Deliverable

- Consultant will prepare a draft mail notice announcing the time and place of the public presentation meeting.

3.2.9.2 - Task 9.2 - Required Public Participation Meeting Prior to PZB Meeting (Up to 3 Meetings)

City and CRA Staff Service

- City and CRA staff will attend public participation meeting and assist with answering questions.

Consultant Deliverable

- The Consultant will prepare a PowerPoint presentation and send to City staff two weeks in advance of the public participation meeting.
- Revise PowerPoint presentation based upon City and CRA staff comments and present the Future Land Use Element and Future Land Use Map amendments at the public participation meeting.
- Present the amendments at the Public Participation Meeting.
- Prepare a summary of the public participation meeting and submit the summary to City and CRA staff.

3.2.9.3 Task 9.3 - City Staff to Request Sketch and Legal Description of Amendment Area from City Surveyor

City Staff Service

- City staff will coordinate with City Surveyor to create a sketch and legal description for the proposed Future Land Use Map Amendment.

Consultant Deliverable

- Consultant will review City Surveyor's sketch and legal description for consistency with proposed Future Land Use Map amendment.

3.2.9.4 Task 9.4 - Planning and Zoning Board Submittal Deadline

City Staff Service

- City staff will request placement on a Planning and Zoning Board (PZB) agenda.
- Distribute PZB agenda memoranda with the Future Land Use Amendment Report to PZB members, City Attorney's Office and post on the City's website.

Consultant Deliverable

- Prepare PZB staff reports summarizing the Future Land Element and Future Land Use Map amendments and impacts on services.
- Incorporate Urban Design and Planning Manager comments into final PZB staff report.

3.2.9.5 Task 9.5 - Revisions to Planning and Zoning Board Staff Reports, Land Use Plan Amendment Report, Text Amendment and PowerPoint Presentation (Up to 5 Revisions)

City and CRA Staff Service

- City and CRA staff will provide comments on the PZB Staff Report, Land Use Plan Amendment Report, text amendment and PowerPoint Presentation.

Consultant Deliverable

- Consultant will revise PZB Staff Report, Land Use Plan Amendment Report, text amendment, and PowerPoint presentation per PZB, City and CRA Staff Comments.

3.2.9.6 Task 9.6 - Planning and Zoning Board Meeting (Local Planning Agency Public Hearing) (Up to 4 Meetings)

City and CRA Staff Service

- City and CRA staff shall attend the Planning and Zoning Board hearing and assist with answering questions.

Consultant Deliverable

- Consultant will prepare a PowerPoint presentation and present the Future Land Element text and Future Land Use Map amendment at the Planning and Zoning Board Meeting and answer Planning and Zoning Board member questions.
- City and CRA Staff will assist with answering questions.

3.2.10 Task 10 – City Commission Conference Meeting Presentation

City and CRA Staff Service

- CRA staff will request placement of a presentation on the Future Land Use Element text and Future Land Use Map amendments on a City Commission Conference Meeting Agenda. City and CRA staff will attend the City Commission Conference Meeting to assist with answering questions.

Consultant Deliverable

- Consultant will update PowerPoint presentation and forward in advance of the City Commission conference meeting to be published on the City's website with the meeting agenda.
- Consultant will present the amendments to the City Commission at the City Commission conference meeting.

3.2.11 Task 11 – City Commission Public Hearing Scheduling and Newspaper Ad

City Staff Service

- City staff will request placement of the amendment on a City Commission agenda.
- The City Attorney's Office will prepare the newspaper advertisement and ordinance to amend the Future Land Use Element and the Future Land Use Map.

3.2.12 Task 12 – City Commission Transmittal Hearing – First Reading

City and CRA Staff Service

- Forward City Commission Agenda memorandum to Urban Design and Planning Manager, Development Services Director, City Attorney's Office, and City Manager for review.
- City and CRA staff shall attend the City Commission hearing and assist with answering questions.

Consultant Deliverable

- Consultant will prepare a City Commission agenda memoranda (CAMs) for the proposed amendments and incorporate suggested changes from City staff into the CAMs.
- Consultant will attend the City Commission and answer City Commission questions.

3.2.13 Task 13 – Transmit Future Land Use Element and Future Land Use Map Amendment to FloridaCommerce

Consultant Deliverable

- Prepare and submit the proposed Future Land Use Element and Future Land Use Map amendments to FloridaCommerce and email the amendment to the agencies that review comprehensive plan amendments.

3.2.14 Task 14 – Broward County Planning Council (BCPC) Submittal and Request Conditional Recertification

City Service

- City staff will coordinate required signatures and materials for the request for conditional recertification.

Consultant Deliverable

- Consultant will submit the Future Land Use Element Text and Future Land Use Element Map amendments to the Broward County Planning Council (BCPC).
- Complete requirements for a request for conditional recertification 21 days prior to the Planning Council public hearing.

3.2.15 Task 15 – Address BCPC Comments

Consultant Deliverable

- Consultant will address BCPC comments and make changes to the Future Land Use Map amendment report as needed.
- Changes to the Future Land Use map report will be submitted to City staff for review prior to resubmittal to the BCPC.

3.2.16 Task 16 – BCPC Hearing

The BCPC hearing cannot occur until 21 days after City Commission first Reading

City and CRA Staff Service

- City and CRA staff will attend and answer questions.

Consultant Deliverable

- Consultant will present the Future Land Use Map and Future Land Use text amendments to the BCPC and answer questions.
- City and CRA Staff will assist with answering questions.

3.2.17 Task 17 – County Commission – Approval of Notice to Advertise LUPA

BCPC staff will request that the County Commission schedule approval of notice to advertise the land use map amendment at a regularly scheduled County Commission meeting.

Consultant, City and CRA Staff Service

- Consultant, City, and CRA staff will attend and answer questions if necessary.

3.2.18 Task 18 - County Commission Transmittal Hearing

City and CRA Staff Service

- City and CRA staff will assist with answering questions.

Consultant Deliverable

- Consultant will present the Future Land Use Map amendment to the Broward County Commission and answer questions.

3.2.19 Task 19 - Address FloridaCommerce Comments on City and County Transmittals

City Staff Service

- City staff will request placement of a City Commission agenda for second reading of the ordinances to adopt the Future Land Use Element and Future Land Use Element amendments.
- Forward CAM to Urban Design and Planning Manager, Development Services Director, City Attorney's Office, and City Manager's Office for review.

Consultant Deliverable

- Consultant will prepare written responses to the FloridaCommerce comments or other agency comments.

- Prepare a CAM for the City Commission second reading of the ordinances to adopt the amendments.
- Incorporate suggested changes from City staff into the CAMs.

3.2.20 Task 20 - County Commission Adoption Hearing – Second Reading

City and CRA Staff Service

- City and CRA staff will attend and assist with answering questions.

Consultant Deliverable

- Consultant will attend the County Commission adoption hearing and answer questions if necessary.

3.2.21 Task 21 - City Commission Adoption Hearing – Second Reading

City and CRA Staff Service

- City and CRA staff will assist with answering questions.

Consultant Deliverable

- Consultant will attend the City Commission adoption hearing regarding the Future Land Use Element text and Future Land Use Map amendments and answer questions.

3.2.22 Task 22 - Prepare Transmittal of Adopted Amendments to FloridaCommerce

City Service

- City staff will coordinate with the City Clerk's office to obtain the signed ordinance(s).

Consultant Deliverable

- The consultant will prepare the transmittal of the adopted amendments to FloridaCommerce and the agencies that review comprehensive plan amendments.

3.2.23 Task 23 - Request BCPC to Finalize Recertification of the Future Land Use Element and Future Land Use Map

City Service

- City staff will provide a letter from the Director of Development Services, adoption ordinances, City Commission memoranda, revised Future Land Use Element pages, updated Future Land Use Map and DEO compliance letters to the Broward County Planning Council to request recertification.

3.3 Project Schedule

The Central City Future Land Use Element text and Future Land Use Map amendment project is anticipated to be completed within a 29-month timeframe from notice to proceed.

	MILESTONE	ASSIGNED	MONTH
1	Research and Project Approach	Consultant	1
2	Meeting with Broward County Planning Council Staff to Discuss Proposed Future Land Use Element and Future Land Use Map Amendment Applications	Consultant/City	2
3	Consultant to Present to Central City Community Redevelopment Board (CCRAB) on Proposed Future Land Use Element and Map Amendments including Density, Intensity, and Proposed Affordable Housing Strategies	Consultant/CRA/City	3
4	Consultant and City Staff to Meet with City Attorney's Office, Broward County Traffic Engineering, and the Florida Department of Transportation on Proposed Amendments	Consultant/City	4
5	Prepare Land Use Amendment Report Including but Not Limited to the following:	Consultant	3-6
	• Existing Uses		
	• Proposed Density and Intensity		
	• Proposed City and County Land Use Designations		
	• Analysis of Public Facilities and Services		
	○ Potable Water and Sanitary Sewer including Water and Sewer analysis letter from Public Works		
	○ Drainage Requirements and Correspondence from City Engineer Confirming Drainage Analysis		
	○ Solid Waste Impact and Confirm Solid Waste Analysis with Solid Waste Collection Provider		
	○ Proposed Increase in Population		
	○ Impact on Broward County community park and City park level of service		
	○ Mass Transit Analysis		
	○ Traffic Study		
	○ School Impact Analysis and Broward Schools Capacity Determination Letter		
	• Natural and Historical Resource Analysis		
	• Affordable Housing Strategy		
	• Land Use Compatibility		
	• Hurricane Evacuation Analysis		

	Redevelopment Analysis		
	Intergovernmental Coordination		
	Public Outreach Summary		
	Description of Consistency with Highlighted Regional Issues and Policies of the Broward County Land Use Plan		
	Required Maps		
6	Create Project Website with Draft documents, PowerPoint Presentation, Project Schedule, and Point of Contact.		6
7	Consultant to Present on Draft Future Land Use Element and Future Land Use Plan Amendment Applications to the Central City Community Redevelopment Advisory Board (Up to 4 Meetings)	Consultant/City/CRA	6-10
7.1	Revise PowerPoint Prior to Additional CCRAB, Civic Association, and Public Participation Meetings (Up to 5 Revisions)		6-10
7.2	Consultant to Present the Amendments to Civic Associations in and Adjacent to the Central City (up to 12 meetings.)		7-10
8	Development Review Committee (DRC) Meetings		11-13
8.1	Required Notice to Civic Associations in and Adjacent to the CRA Prior to the DRC Meetings		7
8.2	Public Presentation Meetings Prior to the Development Review Committee (DRC) Meeting (Up to 3 Meetings)		8-10
8.3	DRC Comments on Draft Future Land Use Plan Amendment and Future Land Use Map Amendment Report	City	7
8.4	DRC Meeting (Up to 3 Meetings)	City/Consultant	8
8.5	Resubmit Revised Future Land Use Plan Amendment Report (Up to 4 Revisions)	Consultant	10
8.6	DRC Sign Off	City/Consultant	11
9	Planning and Zoning Board (PZB) Meeting		
9.1	Required Mail Notices to Property Owners within 300 feet and Civic Associations in and Adjacent to the CRA Prior to the PZB Meetings	CRA	11
9.2	Required Public Participation Meeting Prior to PZB Meeting (Up to 3 Meetings)	Consultant/CRA/City	11
9.3	City Staff to Request Sketch and Legal Description of Amendment Area from City Surveyor	City	11
9.4	Planning and Zoning Board Submittal Deadline	Consultant/City	12

9.5	Revisions to Planning and Zoning Board Staff Reports, Land Use Plan Amendment Report, and PowerPoint Presentation (Up to 5 Revisions).		
9.6	Planning and Zoning Board Meeting (Local Planning Agency Public Hearing) (Up to 4 Meetings)	Consultant/CRA/City	13-16
10	City Commission Conference Meeting Presentation	Consultant/CRA/City	17
11	City Commission Public Hearing Scheduling and Newspaper Ad	City	15
12	City Commission Transmittal Hearing - First Reading	Consultant/CRA/City	16
13	Transmit Future Land Use Element and Future Land Use Map Amendment to the FloridaCommerce	Consultant	16
14	Broward County Planning Council (BCPC) Submittal and Request Conditional Recertification	Consultant/City	16
15	Address BCPC Comments	Consultant/ City	17
16	BCPC Hearing <i>Cannot occur until 21 days after City Commission</i>	Consultant/CRA/City	17
17	County Commission – Approval of Notice to Advertise LUPA	Consultant/CRA/City	19
18	County Commission Transmittal Hearing	Consultant/CRA/City	20
19	Address FloridaCommerce Comments Issued on City and County Transmittals	Consultant	22
20	County Commission Adoption Hearing - Second Reading	Consultant/CRA/City	24
21	City Commission Adoption Hearing – Second Reading	Consultant/CRA/City	26
22	Prepare Transmittal of Adopted Amendments to DEO	Consultant/City	27
23	Request BCPC to Finalize Recertification of the Future Land Use Element and Future Land Use Map	Consultant/City	29

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from the [City's on-line strategic sourcing platform](#). Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the [City's on-line strategic sourcing platform](#). The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

4.1.2 Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

4.1.3 All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.

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.

4.1.4 Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.

4.1.5 All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (2025) ("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 (2025). Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other

information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

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

4.2.2 Executive Summary

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

4.2.3 Experience and Qualifications

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

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the scope of services and overall project, and your overall approach to accomplishing the project.

Give an overview of your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the firm shall propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time.

Also provide information on your firm's current workload and how this project will fit into your workload. Describe the firm's current and anticipated workload. Include a summary of current projects and anticipated completion timeframes. Describe how City tasks will be prioritized within your organization, and the availability of the project team to commit towards this project.

Describe available facilities, technological capabilities and other available resources you offer for the project.

Provide a proposed (realistic) schedule from Notice to Proceed until the construction drawings are issued. The City expects this project to be completed expeditiously and the City reserves the right to make adjustments to this schedule as necessary.

4.2.5 References

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

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

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

4.2.6 Minority/Women (M/WBE) Participation

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

4.2.7 Subcontractors

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

4.2.8 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Non-Collusion Statement

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

D. Non-Discrimination Certification Form

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

E. Local Business Preference (LBP)

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

F. Disadvantaged Business Enterprise Preference (DBEP)

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

G. Contract Payment Method

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

H. E-Verify Affirmation Statement

This form must be completed and returned with your proposal.

I. Affidavit of Compliance with Foreign Entity Laws

This form must be completed, notarized, and returned with your proposal.

J. Anti-Human Trafficking Affidavit

This form must be completed, notarized, and returned with your proposal.

K. Sample Insurance Certificate

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

L. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

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

Provide PDF of current page with your proposal.

N. Reference Form

O. Drug Free Certification

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid/Proposal Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City’s Formal solicitation process may be found at: [Click Here](#). Tabulations of receipt of those parties responding to a formal solicitation may be found at: [Click Here](#). Any interested party may call the Procurement Services Division at 954-828-5933, or email ProcurementSupport@fortlauderdale.gov, for more information.

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

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

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

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

5.2 Evaluation Criteria

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

5.2.2 Weighted Criteria

Criteria	Percentage
Firms Qualification & Experience	20
Qualification of Project Team	20
Approach to Scope	30
References	5
Cost Proposal	25
Total	100

5.3 Contract Award

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

of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE

Proposer Name: _____

The proposer agrees to supply the services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Item	Deliverable	Not to Exceed Amount
Task 1 - Research & Define Project Scope	Completed Project Scope	
Task 2 - Meet with Broward County Planning Council	Prepare and Submit Meeting Summary	
Task 3 - Presentation to Central City CRA Board (CCRAB)	Submit and Present Proposed Future Land Use Plan to the CCRAB	
Task 4 - Meet with City Attorney and Stakeholders	Prepare and Submit Meeting Summary for Review	
Task 5 - Prepare Land Use Amendment Report	Prepare and Submit Land Use amendment Report	
Task 6 - Create Project Website	Deliver Website that Meets the City's Standards	
Task 7 - Consultant to Present on Draft Future Land Use Element and Future Land Use Plan Amendment Applications to the Central City Community Redevelopment Advisory Board (Up to 4 Meetings)	Presentation to CCRAB (Up to 4 Meetings)	
Task 8 - Development Review Committee (DRC) Meetings	Attend Development Review Committee (DRC) Meetings	
Task 9 - Planning and Zoning Board (PZB) Meeting	Attend PZB Meeting	

Item	Deliverable	Not to Exceed Amount
Task 10 - City Commission Conference Meeting Presentation	Present at City Commission Conference Meeting	
Task 12 - City Commission Transmittal Hearing - First Reading	Presentation to City Commission	
Task 13 - Transmit Future Land Use Element and Future Land Use Map Amendment to the FloridaCommerce	Prepare Transmittal Package and Submit to FloridaCommerce and Agencies that Review Comprehensive Plan Amendments	
Task 14 - Broward County Planning Council (BCPC) Submittal and Request Conditional Recertification	Submittal to Broward County Planning Council	
Task 15 - Address BCPC Comments	Revised land use plan amendment report and prepare memo on how BCPC Comments have been addressed.	
Task 16 - BCPC Hearing	Present Land Use Plan Amendment and Answer Questions at BCPC Meeting	
Task 17 - County Commission - Approval of Notice to Advertise LUPA	Attend County Commission Meeting	
Task 18 - County Commission Transmittal Hearing	Present Land Use Plan Amendment and Answer Questions at BCPC Hearing	
Task 19 - Address FloridaCommerce Comments Issued on City and County Transmittals	Adjust Amendment Language and Prepare Memorandum on How FloridaCommerce Comments were Addressed.	
Task 20 - County Commission Adoption Hearing - Second Reading	Attend County Commission Hearing and Answer Questions	
Task 21 - City Commission Adoption Hearing - Second Reading	Attend City Commission Adoption Hearing and Answer Questions	
Task 22 - Prepare Transmittal of Adopted Amendments to DEO	Prepare Transmittal Package and Submit to FloridaCommerce and Agencies that Review Comprehensive Plan Amendments	

Item	Deliverable	Not to Exceed Amount
Task 23 - Request BCPC to Finalize Recertification of the Future Land Use Element and Future Land Use Map.	Prepare Request to Finalize Recertification of the Future Land Use Map Element and Future Land Use Map.	
	Total Not Exceed Project Fees	\$

Total Not to Exceed Project Fees:

(words)

Submitted by:

Name (printed)

Signature

Date

Title

**AGREEMENT FOR
XXXXXXX**

THIS _____ AGREEMENT ("Agreement"), entered into this ____ day of _____, 2025, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and _____ ("Contractor" or "Company"), a Florida corporation, whose principal address is _____, Phone: _____, Email: _____; (collectively, "Parties").

WITNESSETH:

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Contractor shall provide to the City Phone: _____ (the "Work"), and the City and the Contractor further covenant and agree as follows:

I. DOCUMENTS

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

- (1) Event No. _____, _____, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, ("Exhibit A" or "Invitation for Bids");
- (2) The Contractor's response to the Invitation for Bids, dated _____, ("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 _____, 2025, 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 including, but not limited to, providing all labor, equipment, materials and supplies necessary or incidental to provide professional background screening and verification services for the City of Fort Lauderdale's Human Resources Department, in accordance with the terms, conditions and specifications outlined in Exhibit A. 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 commence on _____ and shall end on _____. The City reserves the right to extend this Agreement for XXX (X) additional XXX-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 at 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. This section shall survive any cancellation or early termination of this Agreement.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The City may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the City 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 he/she/it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The

obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, 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.

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 Professional Liability and/or Errors and Omissions.
- 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 North 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.

OPTIONAL COVERAGES (for specialty contracts as determined by Risk Management)

Aircraft Liability

Coverage must be afforded in an amount not less than \$5,000,000 per occurrence for any aircraft operations.

Crane and Rigging Liability

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

Cyber Liability

Coverage must be afforded in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Fidelity/Dishonesty and/or Commercial Crime

Coverage must be afforded in an amount not less than \$1,000,000 per loss for dishonest acts of the Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Garage Keepers Legal Liability

Coverage shall be purchased for the Contractor's liability for damage or other loss, including comprehensive and collision risks, to the vehicles while in the care, custody, and control of the Contractor. Coverage form must be on a direct primary basis with limits equal to the highest possible replacement cost value of vehicles in the care, custody, and control of the Contractor at any one time.

Garage Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the Contractor and the Contractor's employees for the Contractor's garage and related operations while any and all vehicles covered under this Agreement are in the care, custody, and control of the Contractor.

Liquor Liability

Contractor shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Contractor shall provide written documentation to confirm that coverage already applies to this Agreement.

Physical Abuse, Sexual Misconduct, and Sexual Molestation

Contractor shall provide evidence of coverage in an amount not less than \$500,000 per occurrence.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Asbestos Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement.

Disposal Coverage

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

Hazardous Waste Transportation Coverage

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

Professional Liability and/or Errors and Omissions

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

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Property Coverage (on-going basis)

Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by the City

This policy shall insure the interests of the owner and Lessee in the property against all risk of physical loss and damage, and name the City as a loss payee.

The Contractor shall, at the Contractor's own expense, take all reasonable precautions to protect the Premises from damage or destruction.

Watercraft Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover

the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

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 his/her/its 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 (2025), as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this

Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the Contractor shall retain the books, records, and accounts until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

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

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

K. Public Entity Crime Act

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

L. Independent Contractor

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

M. Inspection and Non-Waiver

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

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

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not

subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

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

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

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

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

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

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

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the

schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

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

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2025), as may be amended or revised. This section shall survive any cancellation or early termination of this Agreement.

U. Governing Law, Venue, Waiver of Jury Trial

The Agreement 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 this Agreement, 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. THE PARTIES EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT.

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 Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority or otherwise authorized to execute same on their behalf.

W. Prior Agreements

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

X. Payable Interest

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

Y. Representation of Authority

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

Z. Uncontrollable Circumstances ("Force Majeure")

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

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not

constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

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

1. Keep and maintain public records required by the City to perform the service. Contractor shall comply with public records laws, and Contractor shall:
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract 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 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.

CC. Non-Discrimination

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

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

DD. E-Verify

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

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2025), 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 (2025), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the 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 VI.DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to

include all of the requirements of this Section VI.DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

EE. Notices

Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as each party may from time to time designate by notice as herein provided.

AS TO CITY:

Rickelle Williams, City Manager
City Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

AS TO CONTRACTOR:

_____, President
Vendor Co. Name Here
Street Address
City, State Zip Code

FF. Foreign Countries of Concern

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2025), as may be amended or revised.

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

City of Fort Lauderdale

By: _____
Greg Chavarria, City Manager

Approved as to form and correctness:

By: _____
Assistant City Attorney

WITNESSES:

Vendor Co. Name Here

Signature

By: _____
_____, President

Print Name

Signature

Print Name

ATTEST:

(CORPORATE SEAL)

By: _____
_____, Vice President

STATE OF _____:
COUNTY OF _____:

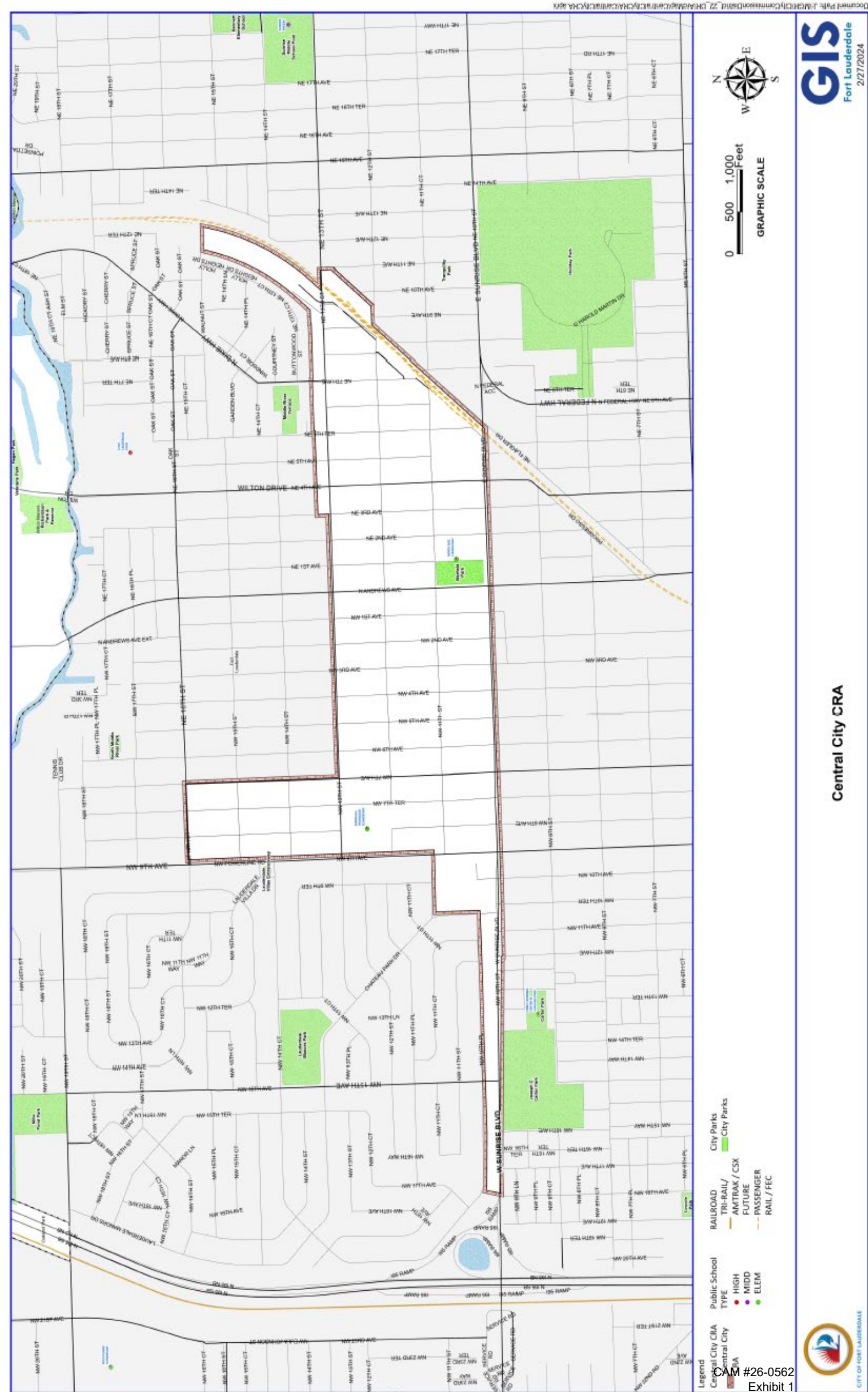
The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this day of _____, 2025, by _____ as President for
_____, a Florida corporation.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known ____OR Produced Identification ____
Type of Identification Produced _____



**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

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

1.11 SCRUTINIZED COMPANIES

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

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

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

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

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

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

CONSULTANT – A firm providing professional services for the city.

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

PART III BIDDING AND AWARD PROCEDURES:

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

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

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

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

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

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

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

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

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

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

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

PART IV BONDS AND INSURANCE

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

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

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

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

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

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

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

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

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

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

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

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

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

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

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

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

Address: _____

City: _____ State: _____ Zip: _____

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

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

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

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

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

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

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

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

Submitted by:

Name (printed)

Signature

Date

Title

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

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

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

The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: _____ Title: _____ Entity: _____

Signature: _____ Date: _____

NOTARY PUBLIC ACKNOWLEDGEMENT SECTION

STATE OF _____

COUTY OF _____

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

Notary Public Signature: _____

(Notary Seal)

Print Name: _____

My commission expires: _____

SPECIFIC REFERENCES FORM

The contractor shall have previous construction experience in the State of Florida with projects of similar scope and scale (or larger). Complete this form in its entirety. **Note: Do not include proposed team members or parent/subsidiary companies as references in your submittal.**

PRIME BIDDER'S NAME: _____

CLIENT NO. 1 – Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder: _____

SPECIFIC REFERENCES FORM

CLIENT NO. 2 – Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder: _____

SPECIFIC REFERENCES FORM

CLIENT NO. 3 – Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name: _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder: _____



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



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: _____

Project Description:

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

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

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

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____



NON-COLLUSION STATEMENT

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

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

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

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

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

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

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

NAME

RELATIONSHIPS

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

Authorized Signature

Title

Name (Printed)

Date



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

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

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

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

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

The Contract shall include provisions for the following:

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

Authorized Signature

Print Name and Title

Date



LOCAL BUSINESS PREFERENCE

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

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

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

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

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

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

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR

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

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



LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

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

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____

PRINT NAME	SIGNATURE	DATE
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DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

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

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

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

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

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

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

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

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.



DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

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

Business Name

- (2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

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

Business Name

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

Business Name

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

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE



CITY OF FORT LAUDERDALE

**SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA
STATUTES, ON PREFERENCE TO BUSINESS WITH
DRUG-FREE WORK PLACE PROGRAMS**

I certify that I have established a Drug Free Work Place program and have complied with the following

- a. Published and distributed to each employee a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- b. Required all new employees to undergo laboratory testing as a condition of employment and will require all employees, as a condition of their continued employment, to undergo laboratory testing to detect illegal drug or alcohol use according to Florida Statutes 440.101 and 440.102.
- c. Ensured that applicants with a confirmed positive drug or alcohol screening test result are not considered for employment.
- d. Have tested employees when reasonably suspected of illegal drug or alcohol use.
- e. Ensured that any employee refusing to take a drug or alcohol screening test in violation of the Drug Free Work Place Policy is subject to dismissal for failure to abide by the provisions of the Policy.
- f. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintain a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- g. In the statement specified in subparagraph a, notified the employees that, as a condition of their employment, the employee will abide by the terms of the statement and will notify their employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any state, for a violation occurring in the workplace no later than 5 days after such conviction.

- h. Have required all employees to sign a copy of this statement of compliance acknowledging their understanding and agreeing to abide with the requirements of the Drug Work Place Policy.
- i. Will impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- j. Am making a good faith effort to continue to maintain a Drug Free Work Place through implementation of this document.

BY: _____ DATE: _____

NAME (Printed) _____ TITLE: _____

COMPANY NAME: _____

Affix Company Seal



ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 01/13/2025

The undersigned, on behalf of _____,
(Print complete name incorporated with suffix: INC, LLC, LTD, LP, PA, etc.)
a _____ (State corporation is registered) _____ (Type of entity: profit or non-profit),
("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

1. My name is _____.
(Print complete name of corporate officer/authorized representative)
2. I am an _____ officer or _____ authorized representative (Select one) of the Nongovernmental Entity. My title is: _____.
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: _____

Office Address: _____

Email Address: _____

Main Phone Number: _____ FEIN No.: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2025, by _____.
(Print name of corporate officer/representative)

(Signature of Notary Public – State of _____)

(NOTARY SEAL)

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Executive Summary Report

of

Event: 492-2 - Land Use Plan Amendment - Rebid

Buyer: PAULETTE HEMMINGS TURNER

Date Range: 11/12/2025 05:00:00 PM - 12/09/2025 02:00:00 PM

Suppliers Notified: 538

Notified Suppliers 1
Responding:

All Suppliers 4
Responding:

Suppliers Responding

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachments Exist
The Corradino Group, Inc.	Larry Johnson	3055940735	ljohnson@corradino.com	Miami	FL	315,180.00	0.00	Yes
Chen Moore and Associates	Jesse Lockwood	9787788926	jlockwood@chenmoore.com	Fort Lauderdale	FL	178,290.00	0.00	Yes
Ouro Group	Corion Delaine	9545581843	corion@ourogroupp.org	Miami	FL	182,500.00	0.00	Yes
MHCP Colab	Melissa Hege	305.754.6797	melissa@mhcpcolab.com	Miami	FL	189,952.00	0.00	Yes

Event Lines And Responses

Item	Description	Unit of Measure	Quantity
TASK 1 - RESEARCH & DEFINE PROJECT SCOPE	Task 1 - Research & Define Project Scope	LS	1.0000

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	5,840.000	0.00
Chen Moore and Associates	1.0000	LS	7,900.000	0.00
Ouro Group	1.0000	LS	10,000.000	0.00

continued...

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MHCP Colab	1.0000	LS	7,840.000	0.00
Item	Description	Unit of Measure	Quantity	
TASK 2 - MEET WITH BROWARD COUNT-	Task 2 - Meet with Broward County Planning Council	LS	1.0000	
	Prepare and Submit Meeting Summary			

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	4,800.000	0.00
Chen Moore and Associates	1.0000	LS	3,950.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00
MHCP Colab	1.0000	LS	4,480.000	0.00
Item	Description	Unit of Measure	Quantity	
TASK 3 - PRESENTATION TO CENTRAL-	Task 3 - Presentation to Central City CRA Board (CCRAB)	LS	1.0000	
	Submit and Present Proposed Future Land Use Plan to the CCRAB			

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	8,760.000	0.00
Chen Moore and Associates	1.0000	LS	5,925.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00
MHCP Colab	1.0000	LS	17,920.000	0.00

continued...

Item	Description	Unit of Measure	Quantity
TASK 4 - MEET WITH CITY ATTORNEY-	Task 4 - Meet with City Attorney and Stakeholders	LS	1.0000

Prepare and Submit Meeting Summary for Review

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	4,800.000	0.00
Chen Moore and Associates	1.0000	LS	4,740.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00
MHCP Colab	1.0000	LS	2,240.000	0.00

Item	Description	Unit of Measure	Quantity
TASK 5 - PREPARE LAND USE AMENDM-	Task 5 - Prepare Land Use Amendment Report	LS	1.0000

Prepare and Submit Land Use Amendment Report

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	67,140.000	0.00
Chen Moore and Associates	1.0000	LS	26,825.000	0.00
Ouro Group	1.0000	LS	15,000.000	0.00
MHCP Colab	1.0000	LS	36,960.000	0.00

Item	Description	Unit of Measure	Quantity
TASK 6 - CREATE PROJECT WEBSITE-	Task 6 - Create Project Website	LS	1.0000

Deliver Website that Meets the City's Standards

continued...

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	15,340.000	0.00
Chen Moore and Associates	1.0000	LS	8,475.000	0.00
Ouro Group	1.0000	LS	10,000.000	0.00
MHCP Colab	1.0000	LS	11,200.000	0.00

Item	Description	Unit of Measure	Quantity
TASK 7 - CONSULTANT TO PRESENT O-	Task 7 - Consultant to Present on Draft Future Land Use Element and Future Land Use Plan Amendment Applications to the Central City Community	LS	1.0000

Presentation to CCRA B (Up to 4 Meetings)

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	48,360.000	0.00
Chen Moore and Associates	1.0000	LS	17,775.000	0.00
Ouro Group	1.0000	LS	10,000.000	0.00
MHCP Colab	1.0000	LS	26,880.000	0.00

Item	Description	Unit of Measure	Quantity
TASK 8 - DEVELOPMENT REVIEW COMM-	Task 8 - Development Review Committee (DRC) Meetings	LS	1.0000

Attend Development Review Committee (DRC) Meetings

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	46,970.000	0.00
Chen Moore and Associates	1.0000	LS	5,925.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00

continued...

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MHCP Colab	1.0000	LS	22,400.000	0.00
Item	Description	Unit of Measure	Quantity	
TASK 9 - PLANNING AND ZONING BOA-	Task 9 - Planning and Zoning Board (PZB) Meeting	LS	1.0000	
	Attend PZB Meeting			

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	29,660.000	0.00
Chen Moore and Associates	1.0000	LS	5,925.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00
MHCP Colab	1.0000	LS	22,400.000	0.00
Item	Description	Unit of Measure	Quantity	
TASK 10 - CITY COMMISSION CONFER-	Task 10 - City Commission Conference Meeting Presentation	LS	1.0000	
	Present at City Commission Conference Meeting			

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	7,440.000	0.00
Chen Moore and Associates	1.0000	LS	3,950.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00
MHCP Colab	1.0000	LS	5,600.000	0.00

continued...

Item	Description	Unit of Measure	Quantity
TASK 12 - CITY COMMISSION TRANSM-	Task 12 - City Commission Transmittal Hearing - First Reading Presentation to City Commission	LS	1.0000

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	7,440.000	0.00
Chen Moore and Associates	1.0000	LS	3,950.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00
MHCP Colab	1.0000	LS	2,240.000	0.00

Item	Description	Unit of Measure	Quantity
TASK 13 - TRANSMIT FUTURE LAND U-	Task 13 - Transmit Future Land Use Element and Future Land Use Map Amendment to the FloridaCommerce Prepare Transmittal Package and Submit to FloridaCommerce and Agencies that Review Comprehensive Plan Amendments	LS	1.0000

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	1,670.000	0.00
Chen Moore and Associates	1.0000	LS	11,850.000	0.00
Ouro Group	1.0000	LS	10,000.000	0.00
MHCP Colab	1.0000	LS	3,360.000	0.00

Item	Description	Unit of Measure	Quantity
TASK 14 - BROWARD COUNTY PLANNIN-	Task 14 - Broward County Planning Council (BCPC) Submittal and Request Conditional Recertification Submittal to Broward County Planning Council	LS	1.0000

continued...

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	880.000	0.00
Chen Moore and Associates	1.0000	LS	7,900.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00
MHCP Colab	1.0000	LS	3,360.000	0.00
Item	Description	Unit of Measure	Quantity	
TASK 15 - ADDRESS BCPC COMMENTS-	Task 15 - Address BCPC Comments	LS	1.0000	
	Revised land use plan amendment report and prepare memo on how BCPC Comments have been addressed.			

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	13,520.000	0.00
Chen Moore and Associates	1.0000	LS	11,850.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00
MHCP Colab	1.0000	LS	5,600.000	0.00
Item	Description	Unit of Measure	Quantity	
TASK 16 - BCPC HEARING-	Task 16 - BCPC Hearing	LS	1.0000	
	Present Land Use Plan Amendment and Answer Questions at BCPC Meeting			

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	5,200.000	0.00
Chen Moore and Associates	1.0000	LS	5,925.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00

continued...

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MHCP Colab	1.0000	LS	1,792.000	0.00
Item	Description	Unit of Measure	Quantity	
TASK 17 - COUNTY COMMISSION - AP-	Task 17 - County Commission - Approval of Notice to Advertise LUPA	LS	1.0000	

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	3,040.000	0.00
Chen Moore and Associates	1.0000	LS	3,950.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00
MHCP Colab	1.0000	LS	1,792.000	0.00
Item	Description	Unit of Measure	Quantity	
TASK 18 - COUNTY COMMISSION TRAN-	Task 18 - County Commission Transmittal Hearing	LS	1.0000	
	Present Land Use Plan Amendment and Answer Questions at BCPC Hearing			

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	8,000.000	0.00
Chen Moore and Associates	1.0000	LS	3,950.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00
MHCP Colab	1.0000	LS	1,792.000	0.00

continued...

Item	Description	Unit of Measure	Quantity
TASK 19 - ADDRESS FLORIDACOMMERC-	Task 19 - Address FloridaCommerce Comments Issued on City and County Transmittals	LS	1.0000
	Adjust Amendment Language and Prepare Memorandum on How FloridaCommerce Comments were Addressed.		

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	12,520.000	0.00
Chen Moore and Associates	1.0000	LS	15,800.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00
MHCP Colab	1.0000	LS	5,600.000	0.00

Item	Description	Unit of Measure	Quantity
TASK 20 - COUNTY COMMISSION ADOP-	Task 20 - County Commission Adoption Hearing - Second Reading	LS	1.0000
	Attend County Commission Hearing and Answer Questions		

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	8,000.000	0.00
Chen Moore and Associates	1.0000	LS	3,950.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00
MHCP Colab	1.0000	LS	1,792.000	0.00

continued...

Item	Description	Unit of Measure	Quantity
TASK 21 - CITY COMMISSION ADOPTI-	Task 21 - City Commission Adoption Hearing - Second Reading	LS	1.0000
	Attend City Commission Adoption Hearing and Answer Questions		

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	8,000.000	0.00
Chen Moore and Associates	1.0000	LS	3,950.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00
MHCP Colab	1.0000	LS	1,792.000	0.00

Item	Description	Unit of Measure	Quantity
TASK 22 - PREPARE TRANSMITTAL OF-	Task 22 - Prepare Transmittal of Adopted Amendments to DEO	LS	1.0000
	Prepare Transmittal Package and Submit to FloridaCommerce and Agencies that Review Comprehensive Plan Amendments		

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	4,760.000	0.00
Chen Moore and Associates	1.0000	LS	7,900.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00
MHCP Colab	1.0000	LS	1,792.000	0.00

continued...

Item	Description	Unit of Measure	Quantity
TASK 23 - REQUEST BCPC TO FINALI-	Task 23 - Request BCPC to Finalize Recertification of the Future Land Use Element and Future Land Use Map.	LS	1.0000
	Prepare Request to Finalize Recertification of the Future Land Use Map Element and Future Land Use Map.		

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
The Corradino Group, Inc.	1.0000	LS	3,040.000	0.00
Chen Moore and Associates	1.0000	LS	5,925.000	0.00
Ouro Group	1.0000	LS	7,500.000	0.00
MHCP Colab	1.0000	LS	1,120.000	0.00

Header Questions And Responses

QUESTION

Did you sign and attach all the required forms?

Question Responses

Supplier	Name	Answer
68	The Corradino Group, Inc.	Yes
5112	Chen Moore and Associates	Yes
5337	Ouro Group	Yes
5351	MHCP Colab	Yes

QUESTION

The attached Anti-Human Trafficking Affidavit will be requested by the City from the awarded firm. This is an exhibit only and is not needed as part of your proposal.

continued...

Question Responses

Supplier	Name	Answer
68	The Corradino Group, Inc.	Yes
5112	Chen Moore and Associates	Yes
5337	Ouro Group	Yes

QUESTION

Did you include a minimum of three references, other than the City, with verifiable names and email contacts?

Question Responses

Supplier	Name	Answer
68	The Corradino Group, Inc.	Yes
5112	Chen Moore and Associates	Yes
5337	Ouro Group	Yes
5351	MHCP Colab	Yes

Contacts

Name	Email
PAULETTE HEMMINGS TURNER	pturner@fortlauderdale.gov

Q And A

Supplier	Question	Answer
MHCP COLAB	Can you confirm the budget?	The budget for this project is \$180,000.00
Chen Moore and Associates	We respectfully request an extension to the proposal due date, given that next week is Thanksgiving and the RFP was advertised on November 12, 2025.	The City is not considering an extension at this time.

continued...

Supplier	Question	Answer
Chen Moore and Associates	We respectfully request an extension to the proposal due date, given that next week is Thanksgiving and the RFP was advertised on November 12, 2025.	The City is not considering an extension at this time.

Header Comments

Title
LUPA Project Scope



ITB No. 492

TITLE: Land Use Plan Amendment - Rebid

ADDENDUM NO.1

DATE: 12/02/2025

This addendum is being issued to: Extend Bid Close Dates.

Extend Bid Close Date.

- Bid Close Date extended to Wednesday, December 9, 2025 @ 2:00 PM

All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner

Snr. Purchasing Specialist

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____



ITB No. 492

TITLE: Land Use Plan Amendment - Rebid

ADDENDUM NO.2

DATE: 12/02/2025

This addendum is being issued to: Corrects Bid Close Date.

Extend Bid Close Date.

Changed From:

➤ ~~Bid Close Date extended to Wednesday, December 9, 2025 @ 2:00 PM~~

Changed To:

➤ Bid Close Date extended to Tuesday, December 9, 2025 @ 2:00 PM

All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner
Snr. Purchasing Specialist

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____