



Event # 482-0

Name: Fort Lauderdale Beach Wave Wall Light Replacement

Description: The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced, and licensed Electrical Contractor firm(s), hereinafter referred to as Contractor, Bidder or Proposer, to provide services for the design, Permitting, Construction, installation, and testing of the Fort Lauderdale Beach Wave Wall Light Replacement project, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The work to be accomplished under this contract includes but is not limited to; demolishing and disposal of the existing lighting system, design, supply and installation of new lighting system, ongoing support, including all other aspects of the Project to fulfill the intent of the Project as described this RFP and all supporting documents.

Buyer: PASCUAL, YESENIA

Status: Draft

Event Type: RFP

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Display Bid Tabulation: Do Not Display

Event Dates

Preview:

Q & A Open: 06/19/2025 03:01:00 PM

Open: 06/19/2025 03:00:00 PM

Q & A Close: 07/15/2025 05:00:00 PM

Close: 07/22/2025 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Bid Security: Are you aware that this solicitation has a Proposal Security requirement? Please refer to the Special Conditions, Section 2.24 - Proposal Security, for more information.	Yes No	

Event # 482-0: Fort Lauderdale Beach Wave Wall Light Replacement

Question	Response Type	Attachment
Insurance Requirements: Do you meet the insurance requirements of this solicitation? Please upload supporting documentation here. Supporting documentation may include a prior insurance certificate or other evidence listing the insurance companies' name(s) for all coverage required, and the dollar amounts of the coverage - confirming/demonstrating your firm's ability to comply with the insurance requirements of this solicitation.	Yes No	
Experience Required: Do you meet the experience requirements of this solicitation? Please upload supporting documentation here.	Yes No	
Licensing Requirements: Do you meet the licensing requirements of this solicitation? Please upload supporting documentation here.	Yes No	
The attached Anti-Human Trafficking Affidavit will be requested by the city from the awarded Bidder.	Yes No	Event 482-Anti-Human Trafficking Affidavit Rv - Sample.pdf
Did you sign and attach all the Required Forms?	Yes No	Event 482- Required Forms.pdf
Did you complete Section VI- Cost Proposal Page?	Yes No	Event 482- Cost Proposal Page.pdf

Meetings

Meeting	Description	Location	Date	Required
Pre-proposal Conference and Site Visit	Date and time: Wednesday, June 25, 2025, at 10:00am OR Wednesday, July 2, at 10:00 am Location: Fort Lauderdale Aquatics Complex -501 Seabreeze Blvd, Fort Lauderdale, FL 33316	Fort Lauderdale Aquatics Complex -501 Seabreeze Blvd, Fort L	06/25/2025 10:00:00 AM	No

Attachments

Event # 482-0: Fort Lauderdale Beach Wave Wall Light Replacement

Name	Attachment
Event 482-Record Drawings.pdf	Event 482-Record Drawings.pdf
Event 482-As-Built Drawings.pdf	Event 482-As-Built Drawings.pdf
Event 482 -Aerial Photo.pdf	Event 482 -Aerial Photo.pdf
Event 482- Technical Specifications.pdf	Event 482- Technical Specifications.pdf
Event 482-General Conditions.pdf	Event 482-General Conditions.pdf
Event 482- Wave Wall Light Replacement-RFP.pdf	Event 482- Wavewall Light Replacement-Final.pdf

Commodity Codes

Commodity Code	Description
285-56	Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li
285-76	Street and Highway Lighting Luminaires, Accessories and Part
557-50	Lamps/Lighting, Lens, and Signals, Interior and Exterior
559-55	Lamps/Lighting, Interior and Exterior
906-58	Lighting (Interior, Exterior) - Architectural Services
912-32	Construction, Street Lighting
912-60	Maintenance and Repair, Street Lighting

Line Details

Line 1: Demolish/Disposal of Existing Fiber Optic Lighting

Description: Demolish/Disposal of Existing Fiber Optic Lighting

Item: DEMO/DISPOSAL Demolish/Disposal of Existing Fiber Optic Lighting

Commodity Code: 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li

Manufacturer Code: MFC

Division: DIV

Event # 482-0: Fort Lauderdale Beach Wave Wall Light Replacement

Quantity: 1.0000

**Unit of JA
Measure:**

**Requested Delivery
Date:** 09/26/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

**Add On Charges
Allowed:** No

Line 2: Install Replacement for Beach Wave Wall Lighting - White

Description: Labor Installation-Install Replacement for Beach Wave Wall Lighting - White

Item: INSTALL-WHITE Install Replacement for Beach Wave Wall Lighting - White

Commodity Code: 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li

Manufacturer Code: MFC

Division: DIV

Quantity: 1.0000

**Unit of JA
Measure:**

**Requested Delivery
Date:** 09/26/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

**Add On Charges
Allowed:** No

Line 3: Supply for Beach Wave Wall Lighting System & Materials-White

Description: Supply for Beach Wave Wall Lighting System &Materials-White

Item: SYSTEM & MATERIALS-WHITE Supply for Beach Wave Wall Lighting System & Materials-White

Long Item Description: Lighting Hardware/Equipment- Supply for Beach Wave Wall Lighting System & Materials-White

Commodity Code: 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li

Manufacturer Code: MFC

Division: DIV

Event # 482-0: Fort Lauderdale Beach Wave Wall Light Replacement

Quantity: 1.0000

Unit of Measure: JA

Requested Delivery Date: 09/26/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 7: Design Development

Item: DESIGN DEVELOPMEN Design Development Design Development

Long Item Description: All submitted design drawings for the Project shall meet the standards set by the City in the "City of Fort Lauderdale Public Works Engineering & Architectural Department CADD Specifications for Project Drawings" (hereinafter referred to as City CADD Standards).

Commodity Code: 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li

Manufacturer Code: MFC

Division: DIV

Quantity: 1.0000

Unit of Measure: JA

Requested Delivery Date: 09/26/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 8: Construction Administration

Item: CONSTRUCTION ADMINISTRATION Construction Administration Construction Administration

Commodity Code: 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li

Manufacturer Code: MFC

Division: DIV

Quantity: 1.0000

Unit of Measure: JA

Requested Delivery Date: 09/26/2025

Event # 482-0: Fort Lauderdale Beach Wave Wall Light Replacement

Date:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 9: Mobilization/Demobilization

Item: MOBILIZATION/DEMOBILIZATION Mobilization/Demobilization

Commodity 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li
Code:

Manufacturer MFC
Code:

Division: DIV

Quantity: 1.0000

Unit of JA
Measure:

Requested 09/26/2025
Delivery
Date:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 10: Maintenance of Traffic

Item: MAINTENANCE OF TRAFFIC Maintenance of Traffic

Commodity 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li
Code:

Manufacturer MFC
Code:

Division: DIV

Quantity: 1.0000

Unit of JA
Measure:

Requested 09/26/2025
Delivery
Date:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Event # 482-0: Fort Lauderdale Beach Wave Wall Light Replacement

Line 11: Restoration

Item: RESTORATION Restoration

Long Item Description: RESTORATION-Include any additional requirements (if applicable)

Commodity Code: 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li

Manufacturer Code: MFC **Division:** DIV

Quantity: 1.0000 **Unit of Measure:** JA

Requested Delivery Date: 09/26/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 12: Third Party Material and Conformance Testing

Item: THIRD PARTY MATERIAL AND CONFOR Third Party Material and Conformance Testing

Commodity Code: 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li

Manufacturer Code: MFC **Division:** DIV

Quantity: 1.0000 **Unit of Measure:** JA

Requested Delivery Date: 09/26/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 14: Programming

Item: PROGRAMMING Programming

Event # 482-0: Fort Lauderdale Beach Wave Wall Light Replacement

Commodity Code: 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li

Manufacturer Code: MFC **Division:** DIV

Quantity: 1.0000 **Unit of Measure:** JA

Requested Delivery Date: 09/26/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 15: TRAINING

Item: TRAINING TRAINING

Commodity Code: 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li

Manufacturer Code: MFC **Division:** DIV

Quantity: 1.0000 **Unit of Measure:** JA

Requested Delivery Date: 09/26/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 16: COMMISSIONING AND TESTING

Item: COMMISSIONING AND TESTING Commissioning and testing

Commodity Code: 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li

Manufacturer Code: MFC **Division:** DIV

Quantity: 1.0000 **Unit of Measure:** JA

Event # 482-0: Fort Lauderdale Beach Wave Wall Light Replacement

Requested Delivery Date: 09/26/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 17: Five (5) years Initial Warranty

Item: FIVE (5) YEARS INITIAL WARRANTY Five (5) years Initial Warranty

Long Item Description: Initial Warranty: Warranty information should include what aspects of the Proposed System are covered and not covered. Proposers are to provide detailed "parts and labor" warranty information with their response.

Commodity Code: 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li

Manufacturer Code: MFC

Division: DIV

Quantity: 1.0000

Unit of Measure: JA

Requested Delivery Date: 09/26/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 18: Labor rate for call out support

Item: LABOR RATE FOR CALL OUT SUPPORT Labor rate for call out support

Long Item Description: Additional Services: Labor rate for call out support

Commodity Code: 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li

Manufacturer Code: MFC

Division: DIV

Quantity: 1.0000

Unit of Measure: JA

Requested Delivery Date: 09/26/2025

Event # 482-0: Fort Lauderdale Beach Wave Wall Light Replacement

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 19: Labor rate for call out support outside working hours:

Item: LABOR RATE FOR CALL OUT SUPPOR Labor rate for call out support outside working hours:

Long Item Additional Services: Labor rate for call out support outside working hours
Description:

Commodity 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li
Code:

Manufacturer MFC
Code:

Division: DIV

Quantity: 1.0000

Unit of JA
Measure:

Requested 09/26/2025
Delivery
Date:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 21: **This is an Optional Item.**

Description: Install Replacement for Beach Wave Wall Lighting-Color

This is an Optional Item. Include cost for information only

Item: INSTALL-COLOR Install Replacement for Beach Wave Wall Lighting-Color

Commodity 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li
Code:

Manufacturer MFC
Code:

Division: DIV

Quantity: 1.0000

Unit of JA
Measure:

Requested 09/26/2025
Delivery
Date:

Event # 482-0: Fort Lauderdale Beach Wave Wall Light Replacement

Require Response: Yes	Price Breaks Allowed: No	Allow Alternate Responses: No
Add On Charges Allowed: No		

Line 22: **This is an Optional Item.**

Item: SYSTEM & MATERIALS-COLOR Supply for Beach Wave Wall Lighting System & Materials-Color		
Commodity Code: 285-56 Lighting Fixtures, Outdoor: Floodlights, Spotlights, Yard Li		
Manufacturer Code: MFC	Division: DIV	
Quantity: 1.0000	Unit of Measure: JA	
Requested Delivery Date: 09/26/2025		
Require Response: Yes	Price Breaks Allowed: No	Allow Alternate Responses: No
Add On Charges Allowed: No		

REQUEST FOR PROPOSAL

RFP EVENT# 482

Fort Lauderdale Beach Wave Wall Light Replacement

City of Fort Lauderdale



YESENIA PASCUAL

Sr. PROCUREMENT SPECIALIST

Telephone: (954) 828-5257 E-mail: ypascual@fortlauderdale.gov

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced, and licensed Electrical Contractor firm(s), hereinafter referred to as Contractor, Bidder or Proposer, to provide services for the design, Permitting, Construction, installation, and testing of the Fort Lauderdale Beach Wave Wall Light Replacement project, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The work to be accomplished under this contract includes but is not limited to; demolishing and disposal of the existing lighting system, design, supply and installation of new lighting system, ongoing support, including all other aspects of the Project to fulfill the intent of the Project as described this RFP and all supporting documents.

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Yesenia Pascual at (954) 828-5257 or email at ypascual@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 be a **MANDATORY** pre-proposal conference and site visit scheduled for this Request for Proposal. We will have two dates available for your convenience.

Date and time: Wednesday, June 25, 2025, at 10:00 am
Location: Fort Lauderdale Aquatics Complex
501 Seabreeze Blvd
Fort Lauderdale, FL 33316

OR

Date and time: Wednesday, July 2, 2025, at 10:00 am
Location: Fort Lauderdale Aquatics Complex
501 Seabreeze Blvd
Fort Lauderdale, FL 33316

It will be the sole responsibility of the Contractor to attend the pre-proposal/site visit to inspect the City's location(s) facilities systems prior to submitting a bid/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.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

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

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

1.5 Electronic Bid Openings/Proposal Closings

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

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

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/23) 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.

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

All pricing must include delivery and installation and be quoted FOB: Destination.

2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One Hundred and Eighty (180) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder/Proposer. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

A payment schedule, based on mutually agreed-upon deliverables, may be developed with the awarded contractor.

2.8 Related Expenses/Travel Expenses

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

2.9 Payment Method

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

2.10 Mistakes

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

2.11 Acceptance of Proposals / Minor Irregularities

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

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

2.12 Modification of Services

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

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

completed on the basis of the estimated percentage of completion of such portion to the total project cost.

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

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

2.13 Non-Exclusive Contract

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

2.14 Sample Contract Agreement

A [sample of the formal agreement template](#), which may be required to be executed by the awarded vendor can be found at our website.

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

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

- 2.17.1** Proposer or principals shall have relevant experience in providing electrical and installation services of large-scale exterior and/or outdoor lighting systems in marine environment. Project manager assigned to the work must have experience in the same experience and have served as project manager on similar projects.

- 2.17.2** Successfully completed at least three (3) similar projects in the last ten (10) years with a contract value of at least \$1,00,000.00 of similar Scope.

- 2.17.3** The Proposer shall provide evidence of bonding capacity, in the form of a letter from a surety or insurance company, on its letterhead stating that the Proposer is capable of obtaining separate performance and payment bonds to cover a minimum amount of \$5,000,000.00.

2.17.4 Licensure:

At the time of Proposal submission, the Proposer must hold any of the following License(s), Certification(s) or Registration(s) applicable to this type of construction project:

State: Certified Electrical Contractor

OR

Any other State or County License(s), Certification(s) or Registration(s) deemed legally permissible by the City to conduct the nature of the work required in this solicitation.

Any sub-contractors employed by the Proposer shall be licensed and insured in accordance with this solicitation. Additionally, it is the Proposer's responsibility for ensuring that any sub-contractors' work meets the requirements of this solicitation at all times.

- 2.17.5** 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.

- 2.17.6** 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.

- 2.17.7** 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 (2024), 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 (2024), 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

2.24.1 A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed amount. A proposal security can be in the form of a proposal bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

2.24.2 The Proposer may choose to mail their original executed bid/proposal bond or upload the bid/proposal bond on [City's on-line strategic sourcing platform](#) to accompany their electronic proposal and then deliver the original, signed and sealed bid/proposal bond within five (5) business days from the solicitation end date or it will be determined as non-responsive. A bid/proposal security in the form of a cashier's check must be an original document and must be submitted at time of the bid/proposal due date. If choosing the cashier's check method, plan in advance to send via United States Postal Service or air freight carrier to ensure cashier's check arrives on or before bid opening/proposal closing deadline.

A. Deliver via United States Postal Service or air freight carrier to City of Fort Lauderdale, Procurement Services Division, 101 NE 3rd Avenue, Suite 1650, Fort Lauderdale, FL 33301.

B. Include company name, solicitation number and title clearly indicated outside of the envelope.

2.24.3 Failure of the successful Proposer to execute a contract, provide a Performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

2.25 Payment and Performance Bond

2.25.1 The Proposer shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of the proposed price 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 Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

2.25.2 The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

2.25.3 Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and 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.

2.26 Insurance Requirements

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 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 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 for this Agreement. 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 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 Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

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 included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, 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

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 including 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 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 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.

2.27 Award of Contract

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

2.28 Unauthorized Work

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

2.29 Damage to Public or Private Property

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

2.30 Safety

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

2.31 Uncontrollable Circumstances ("Force Majeure")

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

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

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

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

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

2.32 Canadian Companies

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

2.33 News Releases/Publicity

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

2.34 Contract Period

The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **THIRTY (30)** calendar days of the date of the Notice to Proceed.

The Work shall be Substantially Completed within **NINETY (90)** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **ONE HUNDRED TWENTY (120)** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

2.35 Cost Adjustments- N/A

2.36 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.

2.37 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.

2.38 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.

2.39 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.

2.40 Condition of Trade-In Equipment – N/A

2.41 Conditions of Trade-In Shipment and Purchase Payment -N/A

2.42 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.

2.43 Service Organization Controls – N/A

2.46 Warranties of Usage

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

2.47 PCI (Payment Card Industry) Compliance

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

Proposer's failure to produce PCI compliant documentation of current standards at time of proposal deadline will result in your proposal being deemed non-responsive. The City is the sole judge in determining that Proposer's PCI compliant documentation of current standards is acceptable to the City.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Project Objective

The City has issued this Request for Proposal (RFP) to solicit competitive proposals for a highly qualified, experienced, and licensed Electrical Contractor, to provide services for the design, permitting, construction, testing, and startup of the Fort Lauderdale Beach Wave Wall Light Replacement project in accordance with the terms, conditions, and specifications for the Project.

This Project is located at Fort Lauderdale Beach, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, design, permitting, construction, testing, and startup of the Fort Lauderdale Beach Wave Wall Light Replacement project.

Included in the scope of work are design, permitting and construction, construction management services, as well as inspection, construction certification and all associated work delineated herein or determined by the Contractor as required to meet the Project intent. The RFP documents, including the scope of work, Technical Specifications, all exhibits and attachments, and the successful proposal, shall form the terms and conditions of the Contract.

The Contractor shall be responsible for designing, surveying, geotechnical exploration, preparation of completed permit submittal packages and procurement of all required permits for construction, construction phasing, maintenance of traffic and all other related work or services.

Project Background

The City of Fort Lauderdale is seeking to replace the existing fiber optic architectural lighting system on the beach wave wall. The existing system is obsolete and cannot be repaired efficiently. In addition, the existing system is susceptible to vandalism and stormy environments. The scope of the replacement begins at the entrance of the Fort Lauderdale Beach Park, to the south, and extends at NE 18th St, to the north. Approximately 2.6 linear miles of wall.

Project Location

The project is located in the city of Fort Lauderdale in the state of Florida along the A1A in the vicinity of Fort Lauderdale Beach Park, to the South, and extends to NE 18th St, to the North.

3.2 Project Scope

The selected Contractor shall perform the complete design, permitting, supply, construction, programming, testing and commissioning of all aspects of the Project to fulfill the intent of the Project as described in this scope of work and all supporting documents. Included in the Project is the acquisition of all tools, equipment, materials, and other supplies including but not limited to fuel, power, water, and communication devices required to complete the Project. The work also includes the performance of all labor, work, and other operations required to complete the Project. All work must be complete with required work, materials, and services not directly specified in the Contract Documents but necessary for the completion of the Project to fulfill the intent of the City, performed and installed by the Contractor at no additional cost to the City above what is agreed upon in the Contract Documents.

Project shall include:

Additional to the designing, permitting, and construction of the Project, the Contractor shall perform inspections, construction certification, construction management, public involvement, and all associated work described in the scope of work or as determined necessary by the Contractor and

confirmed by the City to fulfill the Project's intent. The terms and conditions of the contract shall consist of the RFP documents including the scope of work with all exhibits and attachments in addition to the proposal accepted by the City.

The Contractor will be responsible for the complete renderings, design, surveying, permit submittal packages and procurement of all required construction permits that have not been previously acquired by the City, construction phasing, dewatering, maintenance of traffic, public involvement, and all other related work/services.

This scope of work conveys the minimum requirements of the City regarding the design, construction, maintenance of traffic operations, management, and scheduling of the Project including any scheduling and coordination with local, county, and state governments and regulating agencies necessary to obtain permits for construction.

3.3 Project Requirements

The selected Contractor must use effective project management practices while working on the Project. Included in project management is clear communication with the City and other parties involved in the Project, management of time and resources, quality control, interface management, turnover and documentation of all services and communication. Contract administration and technical reviews of all work pertaining to the Project will be performed by the City.

3.3.1 Site Inventory and Evaluation of City's Criteria Confirmation

1. Site investigations, including but not limited to surveys, subsurface utility investigations, geotechnical investigations, environmental engineering, to verify existing conditions if necessary.
2. Preliminary evaluation of proposed site use, material selection, construction systems and equipment and provide recommendations on constructability, time, labor and scheduling factors related to project costs.
3. No inspection, failure to inspect, or waiver of inspection on the part of the City shall relieve the Contractor of its duty to complete the Work as described in this RFP.
4. Contractor agrees that the price specified on the Price Proposal Form is based on the Contractor's examination of the site and that no claim for additional compensation shall be made if the conditions encountered differ from those anticipated by such examination.

3.3.2 Design and Construction Criteria

The selected Contractor shall take a comprehensive and thorough technical approach to completing the design outlined for the Project, and the minimum requirements set forth in the scope of work and supporting documents provided. Submitted technical proposals must convey that the Contractor has a complete understanding of the Project, its intent, and City objectives. Additionally, the technical proposal shall address the following items:

1. Completion of construction documents for the Project which must have emergency contact information as required by the City.
2. Procurement of all required construction permits from local, state, and federal agencies including but not limited to the Florida Department of Transportation, Florida Department of Environmental Protection, South Florida Water Management District, Broward County Environmental Protection and Growth Management Department, Broward County

Traffic Engineering Division, Broward County Health Department, and the City of Fort Lauderdale. The Contractor must develop permitting strategies and determine possible issues, testing requirements, and timing for the Project.

3. Identification quality control/quality assurance measures to be performed for the Project.
4. Production of signed and sealed record drawings following completion of construction of the Project.

3.3.3 Detailed Description

The technical proposal submitted by the Contractor shall demonstrate the Contractor's competence and aspects of their proposed fiber optic architectural lighting system that meet or surpass the following:

1. Experience working with local municipalities.
2. Competency in the installation of decorative flexible lighting in a marine/wet environment.
3. The Contractor's personnel are factory trained and certified to install the lighting system being proposed.
4. Demonstrate their capabilities to respond to emergency repairs during the warranty period (have a local office, on call staff etc).
5. The system must be effective against vandalism. The Contractor must specify technical features and other related specifications that support this criterion.
6. Demonstrate evidence of public / commercial / industrial use of the proposed system.
7. Demonstrate that the proposed product and installation methods are effective in a storm environment. The Contractor must specify technical features and other related specifications that support this criterion.
8. Demonstrate the manufacturer's commitment to technically supporting the product over the life of the project life's cycle.
9. Demonstrate the effectiveness of the proposed system installed in a marine/wet environment. The Contractor must specify technical features and other related specifications that support this criterion.
10. Electronic components (drivers, transformers, controllers etc.) must be corrosion resistant (stainless steel construction).
11. Product warranty for industrial/public/commercial use (a minimum of 5 years).
12. The system proposed has the capability of changing color not in unison, random color changing option would suffice. Please provide an additional option for standard 5k color temperature.
13. Local subsurface conditions and associated geotechnical data, if necessary.
14. Open cut excavation and backfilling method of installing conduit, if necessary.
15. HDD method of installing conduit, if required.
16. Connection of new conduit to existing, in-service utilities, if required.

17. Landscaping and pavement restoration, if required.
18. Maintenance of traffic operations when required.
19. Dewatering, if required.
20. Erosion and Sediment Control if required.
21. The proposed product must fit the existing footprint of the existing notch.
22. Marine great adhesives must be used to chemically attach lighting to substrate.
23. The contractor is responsible for examining and upgrading as needed any existing infrastructure that may be damaged or has met its usable life expectancy including all electrical wiring, components or devices, access panels, associated with the project as a whole.
24. All materials used must be weather resistant heavy duty and designed for a coastal climate environment, including access panel.

3.3.4 Governing Regulations

The selected Contractor shall provide services in compliance with all regulations and guidelines created by the City of Fort Lauderdale, Broward County Environmental Protection and Growth Management Department, Broward County Health Department, South Florida Water Management District, Florida Department of Environmental Protection, and the Occupational Safety and Health Administration. These regulations and guidelines are to be followed by the selected Contractor except where explicitly described in this document. The most recent editions of the following publications must be used for the completion of the Project:

1. Broward County Environmental Protection and Growth Management Department – A Consulting Engineer’s Guide for a Wastewater Collection/Transmission System Construction License Application
2. Florida Building Code
3. South Florida Water Management District – Environmental Resource Permit Information Manual
4. OSHA Regulations for Construction – Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations
5. OSHA Standards – Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations
6. Federal Highway Administration - Manual on Uniform Traffic Control Devices

3.4 Services and Materials Provided by the City

A project manager will represent the City as the technical representative of the Project.

1. Review of submitted design for the Project.
2. Construction observations and inspections of the Project at will of the City.
3. Participate in the commissioning, startup and handover of the installation.

3.5 Existing Underground Utility Information

There are existing underground utilities at the Project site. Limited information on the location of these utilities can be provided upon request. The City does not assume responsibility for the accuracy of the provided existing underground utility documents or liability if the locations of these utilities differ from the documents provided. It is the responsibility of the Contractor to confirm actual location of existing underground utilities.

3.6 CADD Standards

All submitted design drawings for the Project shall meet the standards set by the City in the "City of Fort Lauderdale Public Works Engineering & Architectural Department CADD Specifications for Project Drawings" (hereinafter referred to as City CADD Standards). The selected Contractor will comply with the most recent edition of the City CADD Standards in place at the time of contract execution. City CADD standards can be provided upon request.

3.7 Provisions for Utilities, Dewatering, Staging and Parking

The selected Contractor will be required to pay for all utilities needed for the completion of the Project.

If dewatering is necessary, the selected Contractor shall only perform dewatering activities after acquiring all applicable permits from regulating agencies with jurisdiction in the Project area. Any dewatering operations performed by the Contractor must meet conditions of applicable permits. Any dewatering activities performed by the Contractor without proper permits or without meeting permit conditions may result in punitive actions to the Contractor by the City and Broward County.

The selected Contractor will be responsible for the coordination of parking and staging area with the City prior to mobilization of equipment and crews into the area. Parking and staging areas must remain free of any form of refuse and the removal of any remaining refuse will be the responsibility of the selected Contractor.

3.8 Project Meetings

The City shall require meetings throughout the Project which require the participation of the City, selected Contractor, all subcontractors, all subconsultants, manufacturer's representative when required, representatives of governmental agencies with jurisdiction in the Project area as appropriate, and any others as requested by the City and/or Contractor. All meetings shall be held virtually.

Following the written Notice to Proceed, the Contractor shall coordinate with the City to hold a pre-construction meeting. All following meetings shall likewise be organized by the Contractor upon instruction from the City. The Contractor shall prepare meeting minutes.

3.9 Construction Duration

Time is of the essence for the Contractor's performance of the Work. The selected Contractor is expected to complete the Project as expeditiously as possible. At minimum, the selected Contractor must adhere to the following proposed schedule as set by the City:

MILESTONE	CALENDAR DAYS FROM NOTICE TO PROCEED (START DATE)
Assumed Notice to Proceed Date	TBD
Substantial Completion of PROJECT	90
Final Completion of PROJECT	120

Within seven (7) days after notification of award and as a condition precedent to executing the Contract, prior to the start of any work, the Contractor shall submit its preliminary construction schedule to the City for approval which shall be consistent with the Schedule in its Proposal. The Schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the project, including estimated starting and completion dates of various activities, design phase, procurement of materials, scheduling of equipment, construction phase, startup and commissioning with a level of detail commensurate with the level of detail in the Proposal. The schedule is subject to approval by the City.

3.10 Permits

It is the responsibility of the Contractor to apply for and obtain all permits as necessary to construct the Project. A representative of the selected contractor must be present to meet with any or all inspectors for the duration of the project.

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 (2024) ("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 (2024). 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 (2024), 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 project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project.

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

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

NOTE: The project must be completed and accepted within 120 days from the City Notice to Proceed.

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

Additionally, the proposal should specifically address:

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

4.2.5 Business Structure

- Provide a brief introduction narrative letter highlighting the qualifications of the firm in providing the professional services as it relates specifically to the Project;
- Corporations, Joint Ventures, LLC or Partnerships – submit a copy indicating when the corporation was organized as a legal entity in the State of Florida, corporation number;
- Any firm(s) involved in a joint venture in this Proposal will be evaluated individually. An executed copy of the joint venture agreement must be submitted with the proposal. Percentages of participation of fees must be clearly stated for each joint venture partner;
- Include copies of all active State of Florida professional licenses, including professional engineers, State of Florida certifications; State of Florida certified general contractors license with unlimited building classification, held by the Firm under Florida Law to provide the required services;
- Names and resume of Key Personnel and Role in this project;
- Name, title, name of firm, phone number, fax number, and email;
- Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies' names for both Professional Liability, General Liability, Automobile Liability, Worker's Compensation, and Professional Liability and/or Errors and Omissions, evidencing the dollar amounts of the coverage.

4.2.6 Firm's Workload

For the prime Contractor, or in the case of a Joint Venture (JV), list all completed and active projects that Contractor or JV has managed within the past five (5) years. In addition, list all projected projects and dollar value that Contractor or JV will be working on in the near future.

Projected projects will be defined as a project(s) that Contractor or JV has been awarded a contract, but the Notice to Proceed has not been issued. Identify any projects that Contractor or JV is working on concurrently and dollar value of remaining work. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt with or will deal with the projects' challenges.

4.2.7 Joint Ventures

If applicant is a joint venture, provide a copy of the joint venture agreement that was filed with the State of Florida. All applicants must comply with Chapter 489 Florida Statutes, as well as the Florida Administrative Code prior to the proposal submission.

4.2.8 Firm's Past Experience

Firms should submit any information they deem appropriate for evaluation of past performance with projects similar in nature to the one under consideration by the City.

- Title of example project;
- Location of example project;
- Client name/owner's representative name, address, phone number, and email;
- Date project started and completed or is anticipated to be completed; Point of contact name and organization which contracted the service who is very familiar with the project and the firm's performance and phone number and email;
- Brief description of Project relevance to this contract;
 - Original budget vs. Final cost
 - Principal elements and special features of the project.
 - Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.
 - Present status of project.

4.2.9 Concerning Subconsultants, suppliers, and Others

The amount of work that is sublet by the Contractor, including Joint Ventures, shall be limited by the condition that the Contractor, or in the case of a Joint Ventures, shall with his own organization, perform at least forty percent (40%) of the total dollar amount of the Work to be performed under the Agreement.

4.2.10 Safety

Most recent Experience Modification Rate (EMR) (provided on letterhead from current insurance provider) not greater than 1.0; Five-year average OSHA Total Recordable Incident Rates (TRIR) of less than 3.4; Five-year average OSHA Days Away, Restricted

or Transferred (DART) Rate of less than 2.1; and Five-year average OSHA Days Away from Work Case (DAWC) rate of less than 1.0.

4.2.11 Qualifications of The Team

The Contractor must identify all design and construction disciplines and specialty consultants that the Contractor intends to employ in the design and construction of this Project.

- Years' of experience;
- Firm name and location;
- Current professional registration; license(s)

4.2.12 Sub-consultant(s)

Contractor must clearly reflect in its Proposal any Sub-consultant including but not limited to the Project Manager, Design Manager, Contractor or General Superintendent, Project Quality Control Manager, Scheduler/Project Controls Specialists, Project Health and Safety Manager (collectively, the "Team Members"), proposed to be utilized along with a summary of their background and qualifications, including but not limited to name of the sub-consultant, location of place of business, service(s) the sub-consultant will provide, license (if applicable), two (2) sub-consultant references, ownership, education, and experience. These primary positions shall only serve in one (1) role. The City retains the right to accept or reject any sub-consultant proposed.

4.2.13 Project Manager's Experience

Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project managers overseeing the design and construction for the City. Individual(s) must have a minimum of five (5) years' experience in required discipline and have served as project manager on a minimum of three (3) previous occasions. Include their related work experience and qualification and copies of active licenses and certifications. Include the length of tenure with Firm.

All proposed team Project Managers must be committed for the duration of the Project and must have the City's approval prior to replacement.

4.2.14 Example Projects

- Illustrate proposed team member's qualifications preferably where multiple team members worked together in the past five (5) years on similar projects, including projects that involve design, permitting, and construction:
 - Title and location of project
 - Year started and completed
 - Project owner, point of contact, point of contact phone number, and email
 - Initial cost of project and actual cost at completion
 - Brief description of project and relevance to this project.

4.2.15 Proposed Concept

As part of your Proposal, submit a proposed concept with conceptual drawings, renderings, images, pictures and/or video of the work and product you are offering to the City. This concept should include a rendering of the Fort Lauderdale Beach wave wall. This visual representation of your product will be used for evaluation purposes.

Your concept should highlight key features and functionalities of your product including its effectiveness in a marine and public environment and withstand vandalism activities. This could include any unique design elements that differentiate your product from others in the market. It is recommended that you provide as much detailed and informative information as possible.

4.2.16 Warranty, Maintenance and Support Services

Please provide the System warranty details. At a minimum, the initial warranty shall be for five (5) years. This information should include the warranty length and what aspects of the Proposed System are covered and not covered. Proposers are to provide detailed "parts and labor" warranty information with their response.

Describe in detail how maintenance support services will be provided after expiration of the initial warranty period.

4.2.17 Project Methodology and Approach

- Provide a statement of the firm's understanding of the Project and methodology and approach to managing the Project. Include a plan for completing the specified work including ability to meet time and budget requirements;
- Provide a proposed concept with conceptual drawings, renderings, images, pictures and/or video of the work and product you are offering. Include design, construction, planning, coordination, scheduling, maintainability and any other areas that utilize new or time saving techniques to accomplish the work in a timely manner without sacrificing quality.
- Provide the proposed replacement system specifications, advantages and limitations. Describe how this system meets or surpasses the City's requirements.
- Describe approach to minimizing impact to surrounding neighbors, businesses, and travelling public;
- Describe approach for minimizing lane closures, lanes reductions, maintenance of traffic (MOT) plan, and reducing traffic impacts;
- Describe means and methods for expediting project schedule;
- Provide information on your firm's current workload and how this Project will fit into your workload;
- Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.18 References

The Contractor shall have previous experience in the design, permitting, construction aspects of the project as described in this RFP, for a fiber optic architectural lighting system in wet or marine environment in the United States within the last five (5) years.

Contractor shall submit proof of design, permitting, and construction experience for a minimum of three (3) projects or any information they deem appropriate for evaluation of past performance with projects similar in scope and scale (or larger) to the one under consideration; and shall, for each project listed, including but not limited to:

- Client Name, address, contact person telephone, fax numbers, and email addresses.
- Project name and overall scope.
- Dates of construction.
- Description of work that was self-performed.
- Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.
- Total cost of the construction, estimated and actual.

The Contractor shall be responsible for verifying reference contact name, phone number, email addresses, and contact place of employment, submitted as proof of project experience.

Note: Do not simply 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 as well.

Proposer shall mark any pages of the submittal it considers proprietary or confidential accordingly. Proposer shall state what proprietary or confidential governing law the Proposer is claiming such relief. Information will be treated as such by the City; provided, however, that the City cannot ensure that this information would not be subject to release pursuant to a public disclosure request. If a request for such information is received, the City will promptly notify the Proposer of such request and it shall be the Proposer's sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the party requesting the public records.

4.2.19 Price Proposal Form

Proposer must submit the Price Proposal Form included in this RFP. In addition to submitting the required Price Proposal Form, the Proposer must include a separate Schedule of Values for each phase or task of work. This Schedule of Values and Price Proposal form shall also be submitted in electronic Microsoft Excel format with detailed breakouts of pricing and supporting calculations and organizational structure. The price proposal shall be based upon and include any and all costs or expenses to be incurred by the Contractor in implementing, fulfilling and completing all aspects of the project. The price proposal, in addition to all direct costs and expenses, shall include all other indirect

costs and expenses including but not limited to, such costs as the Proposer's general, administrative and overhead costs, project management and supervisory costs, all fees, changes and taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

4.2.20 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.

4.2.21 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

This form must be completed and returned with your proposal.

J. 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.

K. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

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

Provide PDF of current page with your proposal.

M. Questionnaire Sheet

Complete and attach the questionnaire provided herein.

N. Specific References

Complete and attach the Specific Reference Form provided herein.

O. Trench Safety

This form must be completed and returned with your proposal.

4.2.22 Price Proposal Form

Proposer must submit the Price Proposal Form included in this RFP. In addition to submitting the required Price Proposal Form, the Proposer must include a separate Schedule of Values for each phase or task of work. This Schedule of Values and Price Proposal form shall also be submitted in electronic Microsoft Excel format with detailed breakouts of pricing and supporting calculations and organizational structure. The price proposal shall be based upon and include any and all costs or expenses to be incurred by the Contractor in implementing, fulfilling and completing all aspects of the project. The price proposal, in addition to all direct costs and expenses, shall include all other indirect costs and expenses including but not limited to, such costs as the Proposer's general, administrative and overhead costs, project management and supervisory costs, all fees, changes and taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

Before awarding a contract, the City reserves the right to require that a firm submit such evidence of its 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.

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.

5.1.6. Award

The City reserves the right to award a contract to that Contractor which 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 submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process and any informality in any proposal and to reject any or all proposals. The City reserves the right to reduce or delete any of the proposal items.

Upon award of a Contract, in accordance with Florida Statutes, by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City.

At time of award of contract, the City reserves the right to set a guaranteed maximum price limit that may be expended on this project. Contract quantities of any or all items may be increased, reduced, or eliminated to adjust the contract amount to coincide with the amount of work necessary or to bring the contract value to within the established limit.

5.1.7. Exceptions

Any proposer that objects to any element of the solicitation documents including but not limited to the RFP, scope of work, drawings, construction time frame, sample agreement, general terms and conditions, etc. should state those objections in the submittal.

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
Qualifications of the Firm & the Team, Project Methodology & Approach and References	20
Price Proposal	20
Proposed Concept (conceptual drawings, renderings, images, pictures and/or video)	20
Effectiveness Against Vandalism, Effectiveness in a Tropical / Marine Environment and Resistance to Corrosion	40
TOTAL:	100

END OF SECTION

SECTION VI - COST PROPOSAL PAGE

Proposer Name: _____

DESIGN

RFP EVENT#482: FORT LAUDERDALE BEACH WAVE WALL LIGHT REPLACEMENT

DESIGN AND CONSTRUCTION SERVICES

- | | |
|--------------------------------|----------|
| 1. Design Development | \$ _____ |
| 2. Construction Administration | \$ _____ |

DESIGN COSTS SUBTOTAL: \$ _____

CONSTRUCTION

GENERAL

- | | |
|---|----------|
| 3. Mobilization/Demobilization | \$ _____ |
| 4. Maintenance of Traffic | \$ _____ |
| 5. Restoration | \$ _____ |
| <i>Include any additional requirements (if applicable) such as:</i> | |
| 6. Third Party Material and Conformance Testing | \$ _____ |
| 7. Demolition and disposal of existing system | \$ _____ |

CONSTRUCTION COSTS SUBTOTAL: \$ _____

SOLUTION HARDWARE

- | | |
|--------------------------------|----------|
| 8. Lighting Hardware/Equipment | \$ _____ |
| 9. Labor Installation | \$ _____ |
| 10. Programming | \$ _____ |
| 11. Training | \$ _____ |
| 12. Commissioning and testing | \$ _____ |

SOLUTION HARDWARE SUBTOTAL: \$ _____

INITIAL WARRANTY

- | | |
|-------------------------------------|---------------------------------|
| 13. Five (5) years Initial Warranty | <u>\$ N/A (included)</u> |
|-------------------------------------|---------------------------------|

Warranty information should include what aspects of the Proposed System are covered and not covered. Proposers are to provide detailed "parts and labor" warranty information with their response.

GRAND TOTAL: \$ _____

ADDITIONAL SERVICES

14. Labor rate for call out support: \$ _____

15. Labor rate for call out support outside working hours: \$ _____

OPTIONAL ITEMS

16. Labor Installation-Install Replacement for Beach Wave Wall Lighting-Color : \$ _____

17. Lighting Hardware/Equipment- Supply Lighting System & Materials-Color : \$ _____

TOTAL PROPOSAL – Lines 1 through 13 above (proposed “Contract Price”). Enter this figure below, to indicate your total price.

(AMOUNT IN WORDS)

\$ _____
(FIGURES)

1. The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances, etc., as necessary to ensure proper execution of the services requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and twenty (120) days from the deadline for receipt of proposals.

3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

This proposal is submitted by:

Corporation Name: _____
(Please Print)

By: _____
(Signature)

Name: _____
(Typed or printed)

Title: _____

Date Submitted: _____

Address: _____

[State] Contractor's License No.: _____

Contractor's License Class: _____

END OF SECTION

RFP - FORT LAUDERDALE BEACH WAVE WALL LIGHT REPLACEMENT PROJECT

TECHNICAL SPECIFICATIONS PROJECT NO.

FORT LAUDERDALE BEACH WAVE WALL LIGHT REPLACEMENT PROJECT

GENERAL REQUIREMENTS

PART 1 PROJECT DESCRIPTION

1.01 GENERAL

- A. The City of Fort Lauderdale is seeking to replace the existing fiber optic architectural lighting system on the beach wave wall. The scope of the replacement begins at the entrance of the Fort Lauderdale Beach Park, to the south, and extends at NE 18th St, to the north.
- B. The scope of the work is as follows:
- C. Demolishing: furnishing of materials, labor, tools, equipment, supervision, and incidentals necessary to demolish the existing fiber optic lighting, including the illuminators and the associated transformer. Disposal of removed materials.
- D. Installation: furnishing of materials, labor, tools, equipment, supervision, and incidentals necessary to install a new replacement beach wall lighting system.
- E. Supply of lighting system: the contractor will supply a replacement lighting system, the installation system, and any associated materials that will meet and/or exceed the expectation criteria defined in section 2.01 below.

PART 2 CONTRACTOR'S EXPECTATION FOR THE RFP

2.01 GENERAL

- A. The City of Fort Lauderdale expects the contractor to design and select the replacement system that would meet or surpass the intended criteria for this project.
- B. Contractors shall be evaluated on the following project's criteria:

PROJECT CRITERIA
Contractor Criteria:
1. Have experience working with local municipalities
2. Be well versed in the installation of decorative, flexible lighting in a wet environment
3. Licensed and insured in the state of Florida
4. Factory trained and certified to install the lighting system being proposed
5. Demonstrate their capabilities to respond to emergencies repair during the warranty period (local office, on call staff etc)

RFP - FORT LAUDERDALE BEACH WAVE WALL LIGHT REPLACEMENT PROJECT

6. Warranty of the work. (Min 5 Years)
Product Criteria:
7. Installation system must be effective against vandalism. Specify technical features/spec
8. Demonstrated evidence of public / commercial / industrial use of system
9. Product and installation effectiveness in a storm environment. Specify technical features/spec.
10. Demonstrate manufacturer's commitment to technically supporting the product over the life of the project.
11. Demonstrate the installation system effectiveness in a marine/wet environment. Specify technical features/spec.
12. Electronic components must be corrosion resistant (stainless steel construction; drivers, transformers, controllers etc.)
13. Product warranty for industrial/public/commercial use. Min of 5 years
14. Lights capability of changing color, not in unison, completely random would suffice.
15. Please provide single color option 5k color temperature.
16. Project to include replacement of any or all electrical components, wiring, circuit breakers , access panels to provide a complete functional electrical installation.

PART 3 REFERENCES

3.01 REFERENCES ATTACHED

- A. The following attached drawings are for reference only. The Contractor will be expected to verify length and dimensions before any commitment.
- B. Reference drawings for the wave wall lights replacement from the Beach Park to NE 9th St.
- C. Reference drawings for the wave wall lights replacement from NE 9th St to NE 18th St "AS BUILT"
- D. Overview of wall Google Map of the location

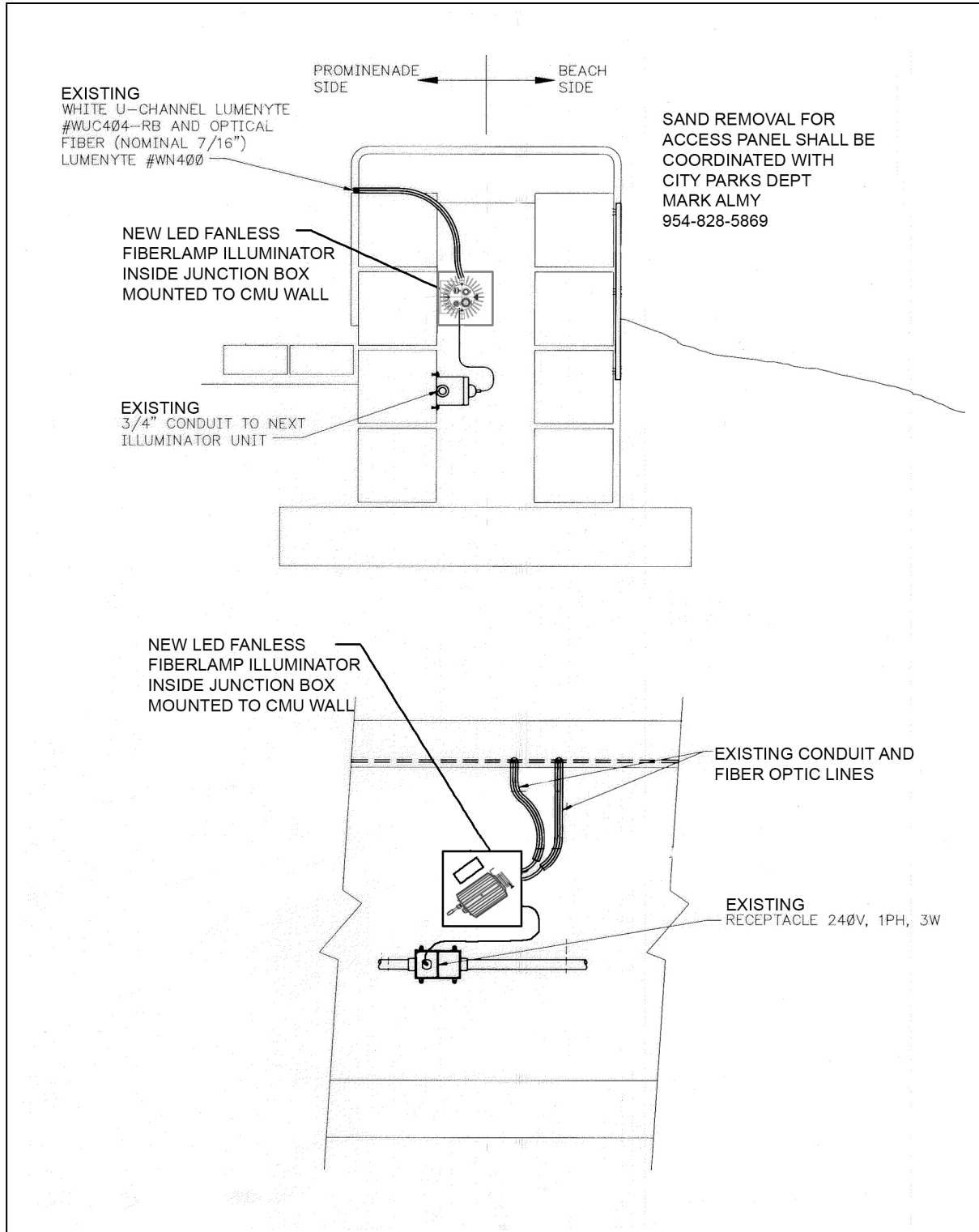
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RFP - FORT LAUDERDALE BEACH WAVE WALL LIGHT REPLACEMENT PROJECT

ADDITIONAL REFERENCES

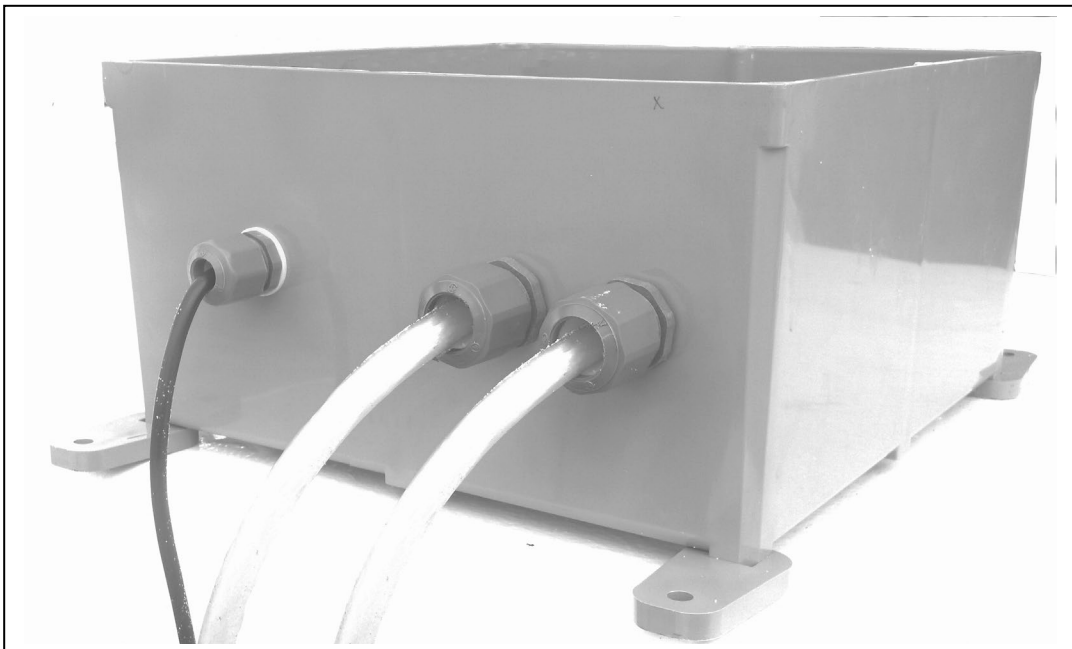
3.02 ILLUMINATOR ASSEMBLY

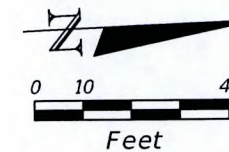
ILLUMINATOR ASSEMBLY



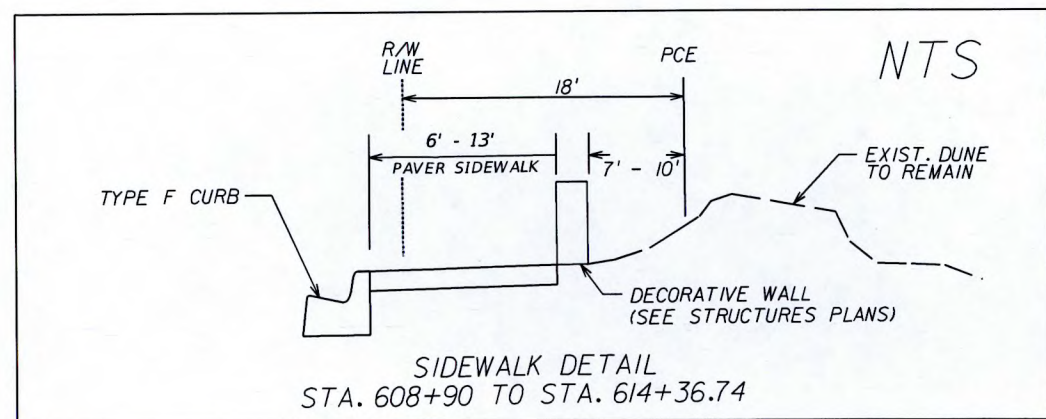
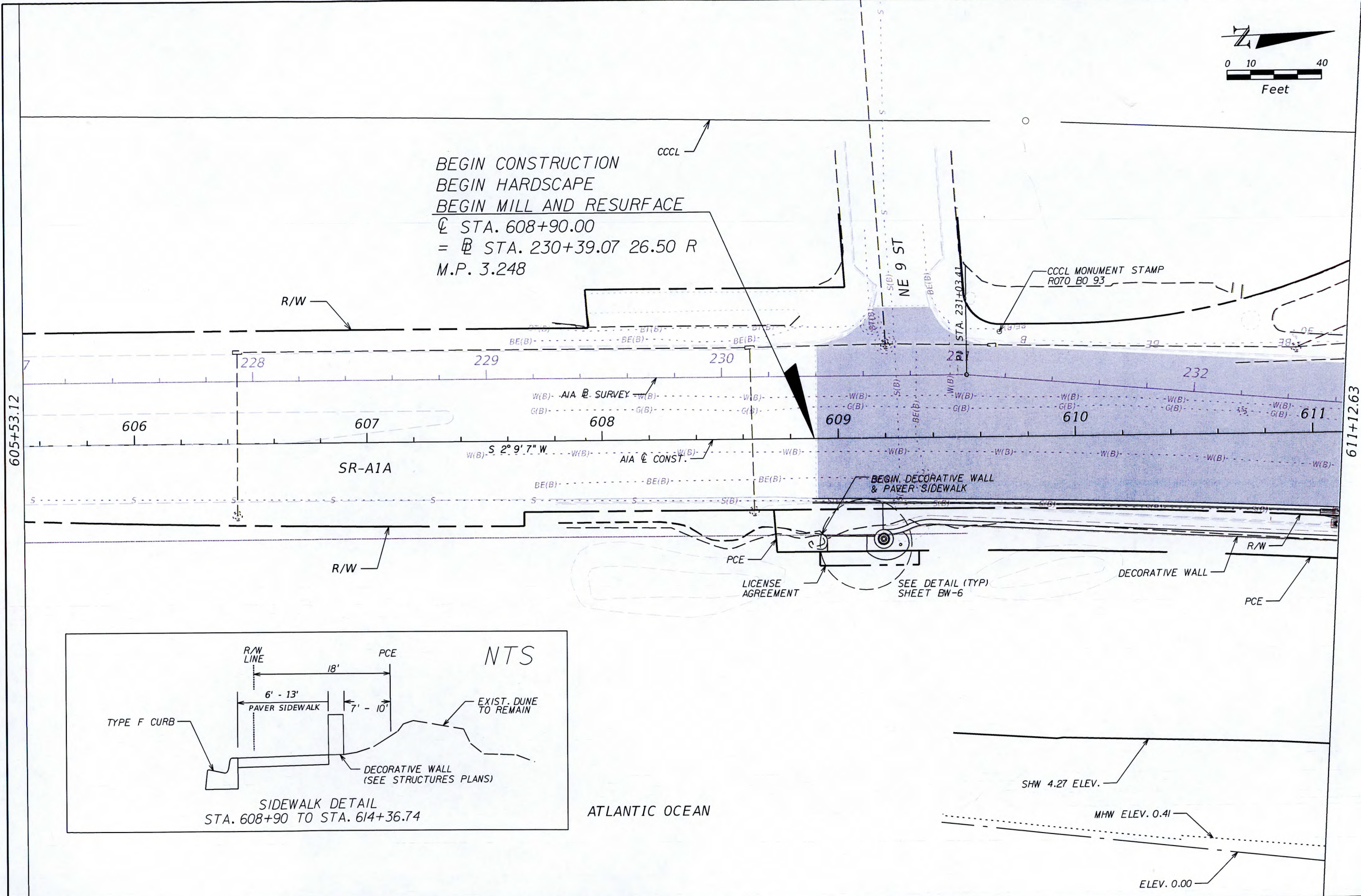
RFP - FORT LAUDERDALE BEACH WAVE WALL LIGHT REPLACEMENT PROJECT

Illuminator Assembly





BEGIN CONSTRUCTION
 BEGIN HARDSCAPE
 BEGIN MILL AND RESURFACE
 @ STA. 608+90.00
 = @ STA. 230+39.07 26.50 R
 M.P. 3.248



ATLANTIC OCEAN

SHW 4.27 ELEV.

MHW ELEV. 0.41

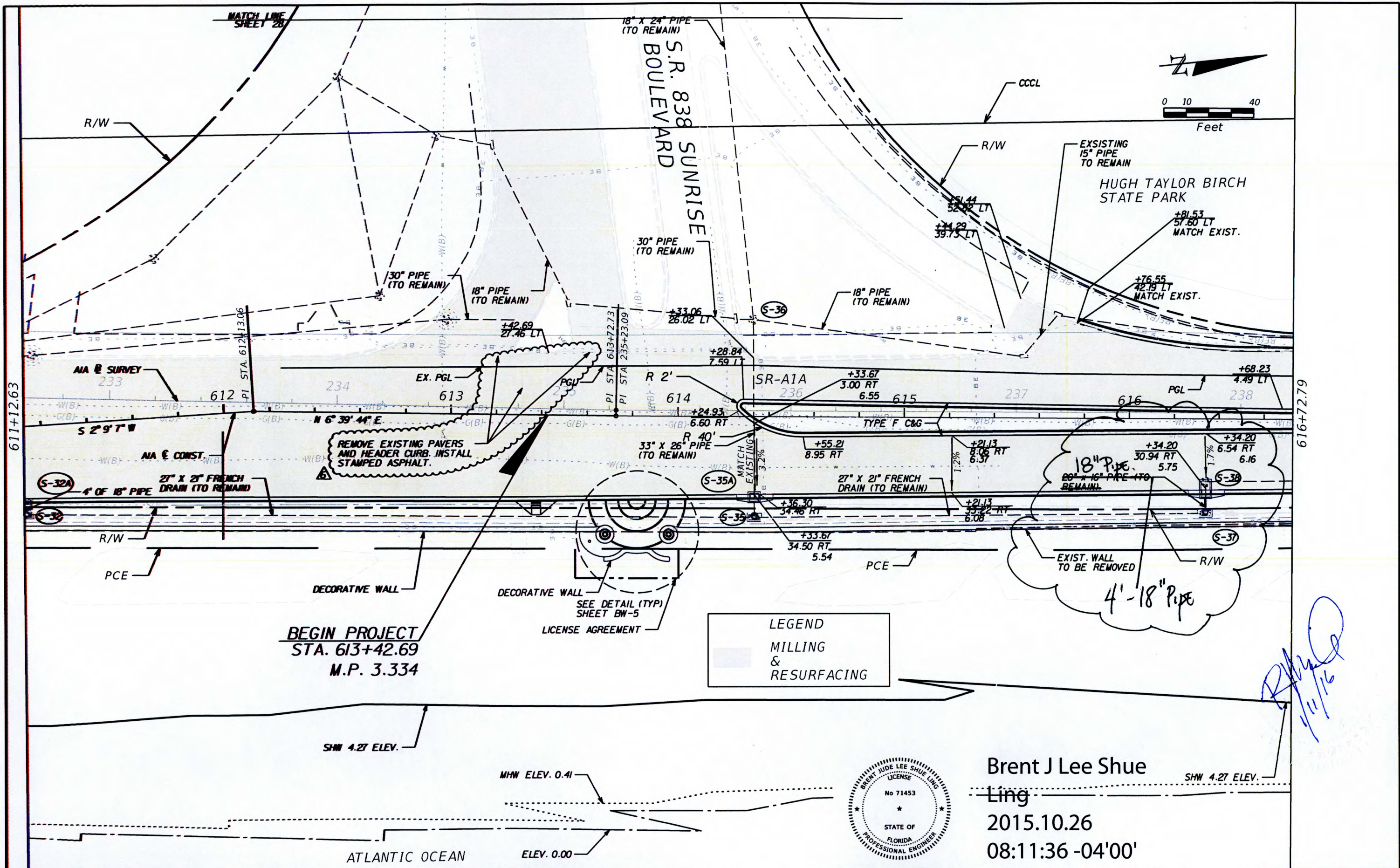
ELEV. 0.00

REVISIONS				ENGINEER OF RECORD: SCOTT PETERSON, P.E. P.E. LICENSE NUMBER 52740 FDOT DISTRICT IV 3400 WEST COMMERCIAL BLVD. FORT LAUDERDALE, FL 33309 (954) 777-4416 scott.peterson@dot.state.fl.us	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					A1A	BROWARD	433688-4-52-01	

PLAN

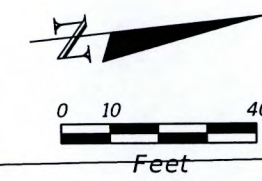
CAM #25-0956
 Exhibit 1

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

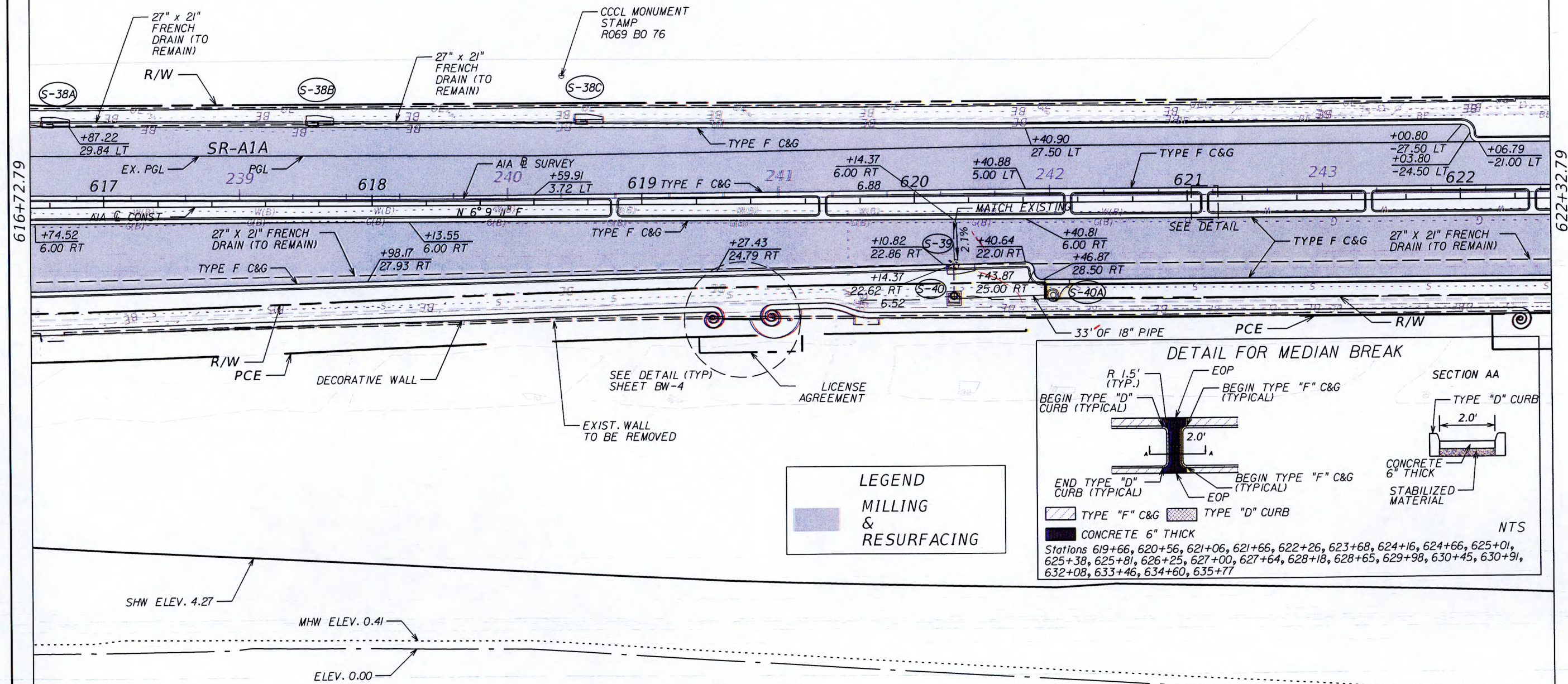


REVISIONS				ENGINEER OF RECORD: BRENT LEE-SHUE-LING, P.E.	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	P.E. LICENSE NUMBER 71453 FDOT DISTRICT IV 3400 WEST COMMERCIAL BLVD. FORT LAUDERDALE, FL 33309 (954) 777-4075 Brent.Lee-Shue-Ling@dot.state.fl.us	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		CAM #25-0054 Exhibit 1
8/11/15	 REMOVE EXISTING CROSSWALK. INSTALL STAMPED ASPHALT.				A1A	BROWARD	433688-4-52-01		

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HUGH TAYLOR BIRCH STATE PARK



LEGEND

MILLING & RESURFACING

DETAIL FOR MEDIAN BREAK

SECTION AA

TYPE "D" CURB

CONCRETE 6" THICK

STABILIZED MATERIAL

NTS

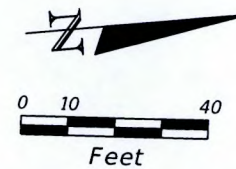
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REVISIONS				ENGINEER OF RECORD: SCOTT PETERSON, P.E. P.E. LICENSE NUMBER 52740 FDOT DISTRICT IV 3400 WEST COMMERCIAL BLVD. FORT LAUDERDALE, FL 33309 (954) 777-4416 scott.peterson@dot.state.fl.us	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					A1A	BROWARD	433688-4-52-01	

PLAN

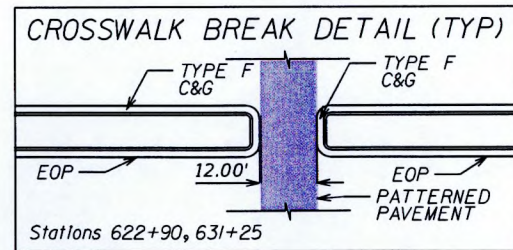
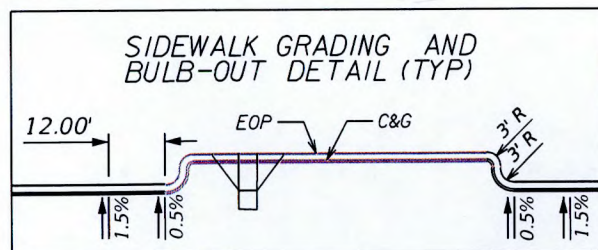
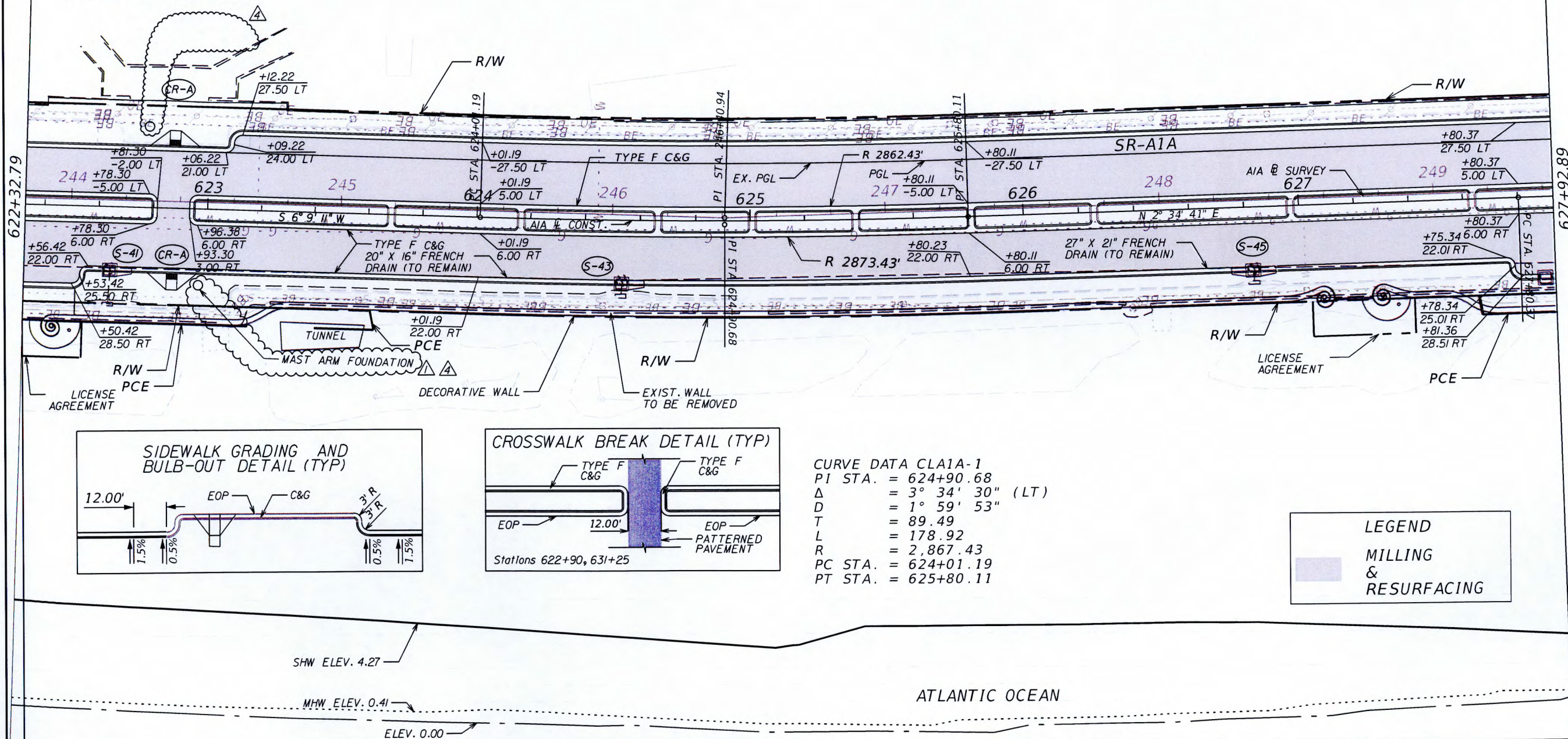
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Exhibit 1

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HUGH TAYLOR BIRCH STATE PARK

PARK ENTRANCE



CURVE DATA CLA1A-1
 PI STA. = 624+90.68
 Δ = 3° 34' 30" (LT)
 D = 1° 59' 53"
 T = 89.49
 L = 178.92
 R = 2,867.43
 PC STA. = 624+01.19
 PT STA. = 625+80.11

LEGEND
 MILLING
 &
 RESURFACING

SHW ELEV. 4.27

MHW ELEV. 0.41

ELEV. 0.00

ATLANTIC OCEAN

REVISIONS		ENGINEER OF RECORD: SCOTT PETERSON, P.E.		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN	SHEET NO. 19
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
4/17/14	REMOVE MAST ARM FOUNDATION			A1A	BROWARD	433688-4-52-01		
10/21/14	RELOCATE MAST ARM FOUNDATION							

ENGINEER OF RECORD: SCOTT PETERSON, P.E.
 P.E. LICENSE NUMBER 52740
 FDOT DISTRICT IV
 3400 WEST COMMERCIAL BLVD.
 FORT LAUDERDALE, FL 33309
 (954) 777-4416
 scott.peterson@dot.state.fl.us

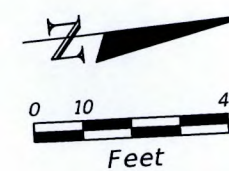
STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 ROAD NO. COUNTY FINANCIAL PROJECT ID
 A1A BROWARD 433688-4-52-01

rd452sp

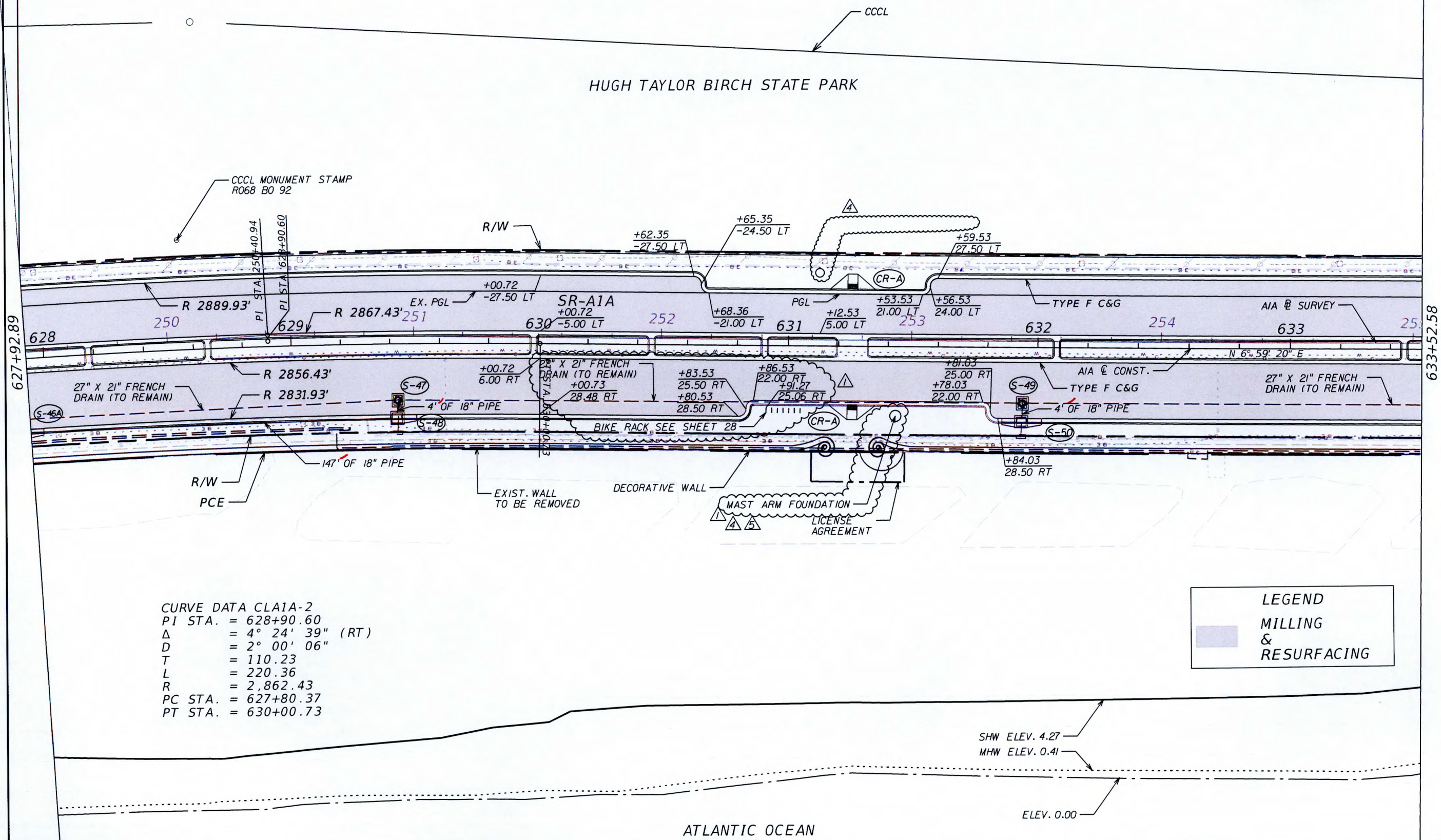
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HUGH TAYLOR BIRCH STATE PARK



CURVE DATA CLA1A-2
PI STA. = 628+90.60
Δ = 4° 24' 39" (RT)
D = 2° 00' 06"
T = 110.23
L = 220.36
R = 2,862.43
PC STA. = 627+80.37
PT STA. = 630+00.73

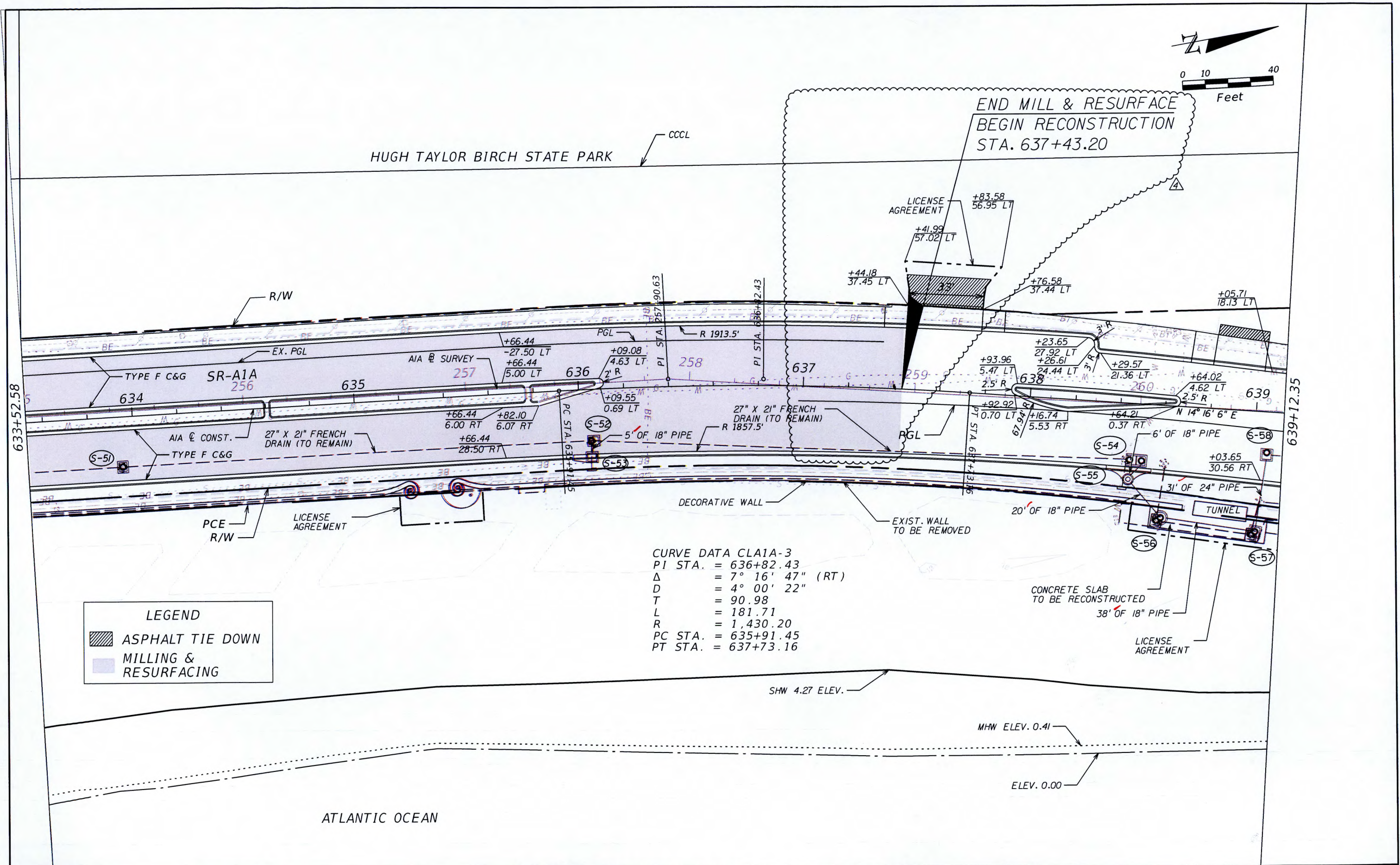
LEGEND

MILLING
&
RESURFACING

REVISIONS				ENGINEER OF RECORD: SCOTT PETERSON, P.E. P.E. LICENSE NUMBER 52740 FDOT DISTRICT IV 3400 WEST COMMERCIAL BLVD. FORT LAUDERDALE, FL 33309 (954) 777-4416 scott.peterson@dot.state.fl.us	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
4/17/14	BIKE RACK ADDED, MAST ARM FOUNDATION REMOVED				A1A	BROWARD	433688-4-52-01		
10/21/14	RELOCATE MAST ARM FOUNDATION								
1/13/15	RELOCATE MAST ARM FOUNDATION								

rd452.jp1/15/20154:05:55 PMC:\g\tmsproj\43368845201\roadway\PLANRD01.dPage 60 of 103

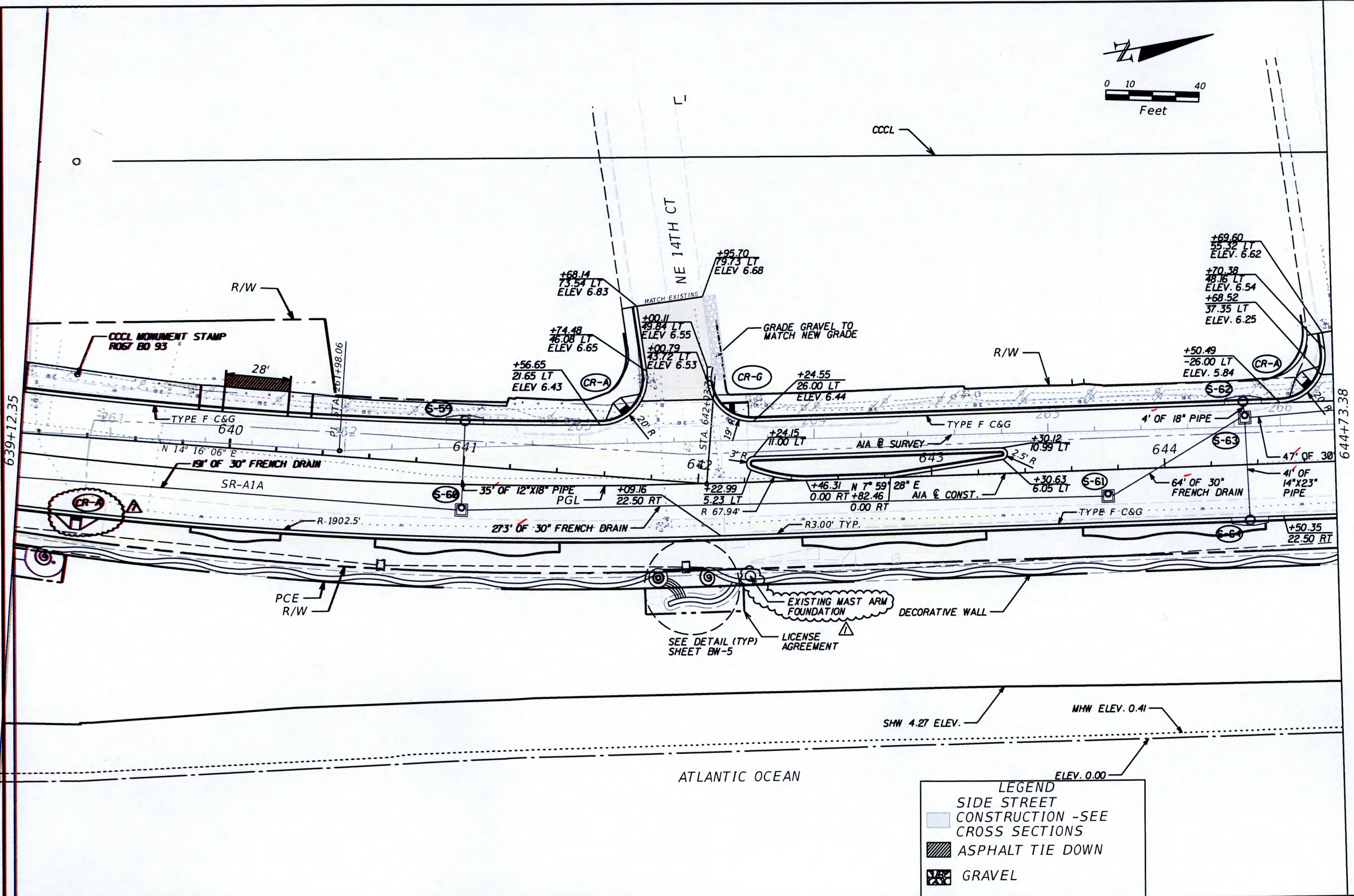
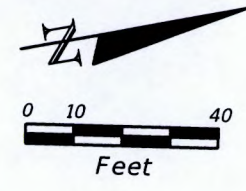
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS				ENGINEER OF RECORD: SCOTT PETERSON, P.E.			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	P.E. LICENSE NUMBER 52740 FDOT DISTRICT IV 3400 WEST COMMERCIAL BLVD. FORT LAUDERDALE, FL 33309 (954) 777-4416 scott.peterson@dot.state.fl.us			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
10/21/14	△ MODIFY MILLING LIMITS						A1A	BROWARD	433688-4-52-01		

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CAM #25-0954
Exhibit 1

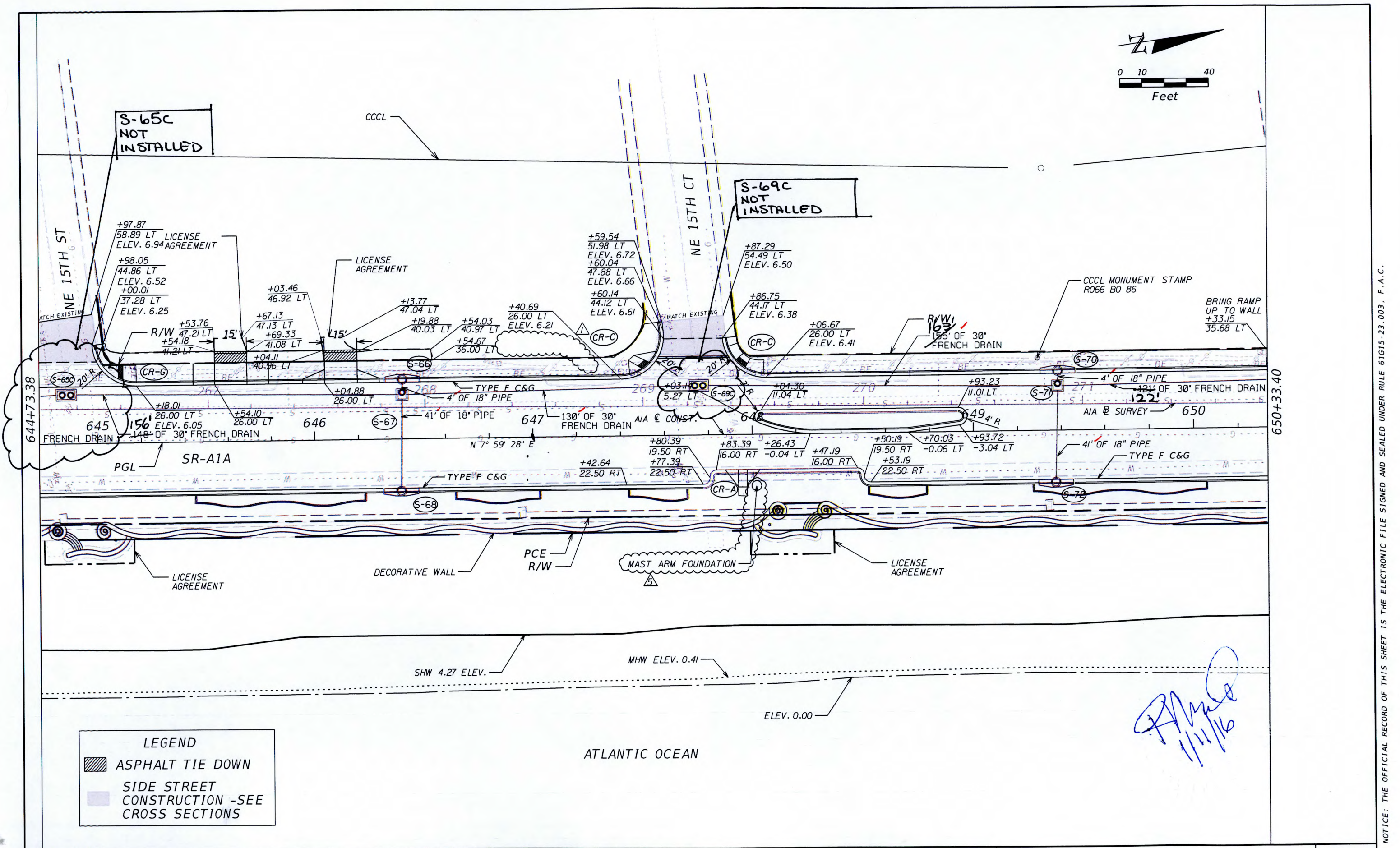
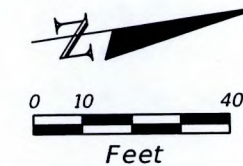


LEGEND

- SIDE STREET
- CONSTRUCTION -SEE CROSS SECTIONS
- ASPHALT TIE DOWN
- GRAVEL

REVISIONS				ENGINEER OF RECORD: SCOTT PETERSON, P.E.	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN	CAM #25-0934 Exhibit 1	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	P.E. LICENSE NUMBER 52740 FDOT DISTRICT IV 3400 WEST COMMERCIAL BLVD. FORT LAUDERDALE, FL 33309 (954) 777-4416 scott.peterson@dot.state.fl.us	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
4/17/14	EXISTING MAST ARM FOUNDATION LOCATION				A1A	BROWARD	433688-4-52-01			
11/17/15	ADD CURB RAMPS									

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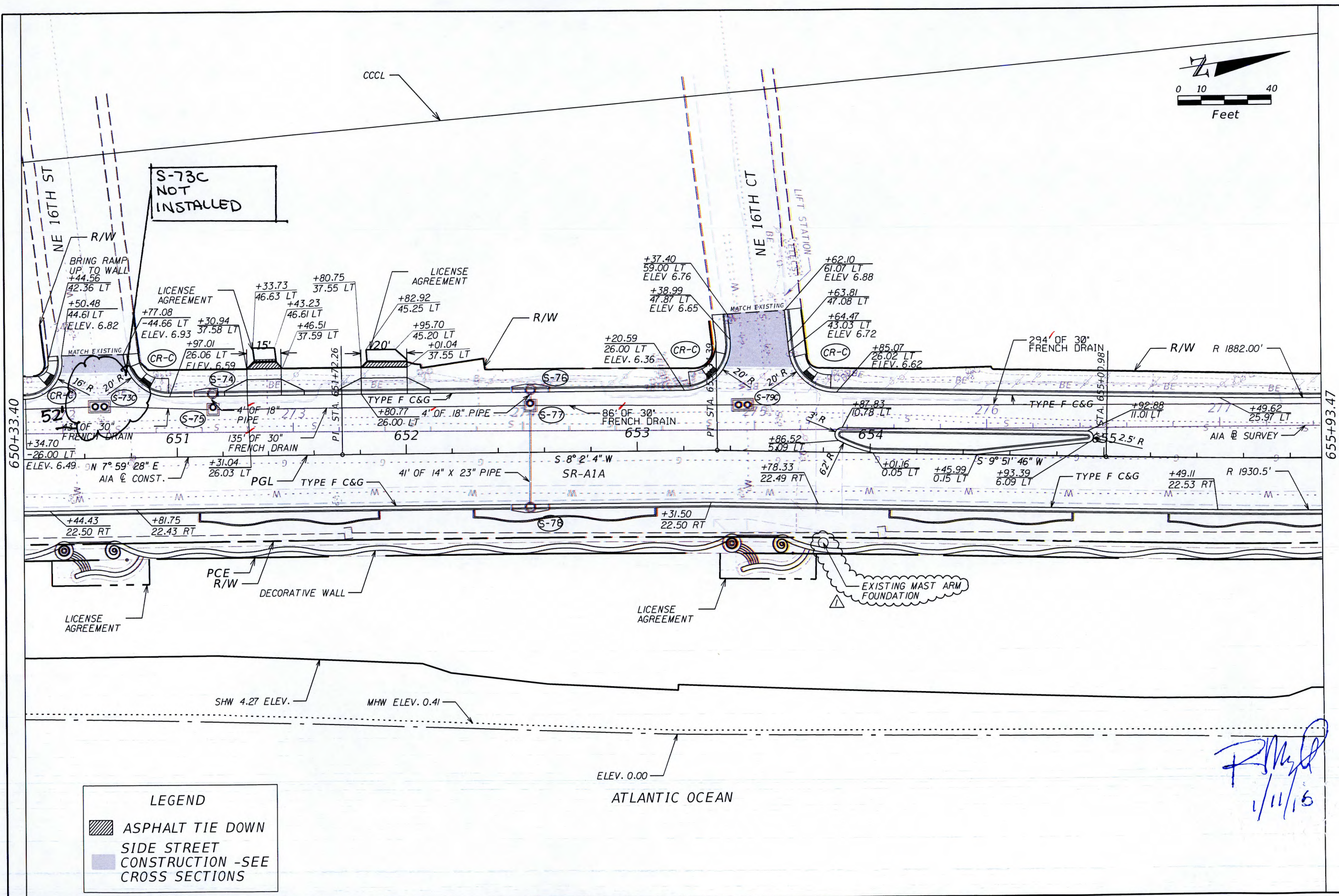
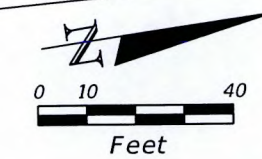
LEGEND	
	ASPHALT TIE DOWN
	SIDE STREET CONSTRUCTION -SEE CROSS SECTIONS

Handwritten signature and date: 1/11/16

REVISIONS				ENGINEER OF RECORD: SCOTT PETERSON, P.E.			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	P.E. LICENSE NUMBER 52740 FDOT DISTRICT IV 3400 WEST COMMERCIAL BLVD. FORT LAUDERDALE, FL 33309 (954) 777-4416 scott.peterson@dot.state.fl.us			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
4/17/14	1 REMOVE MAST ARM FOUNDATION						A1A	BROWARD	433688-4-52-01		
1/13/15	2 RELOCATE MAST ARM FOUNDATION										

CAM #25-09543
Exhibit 1

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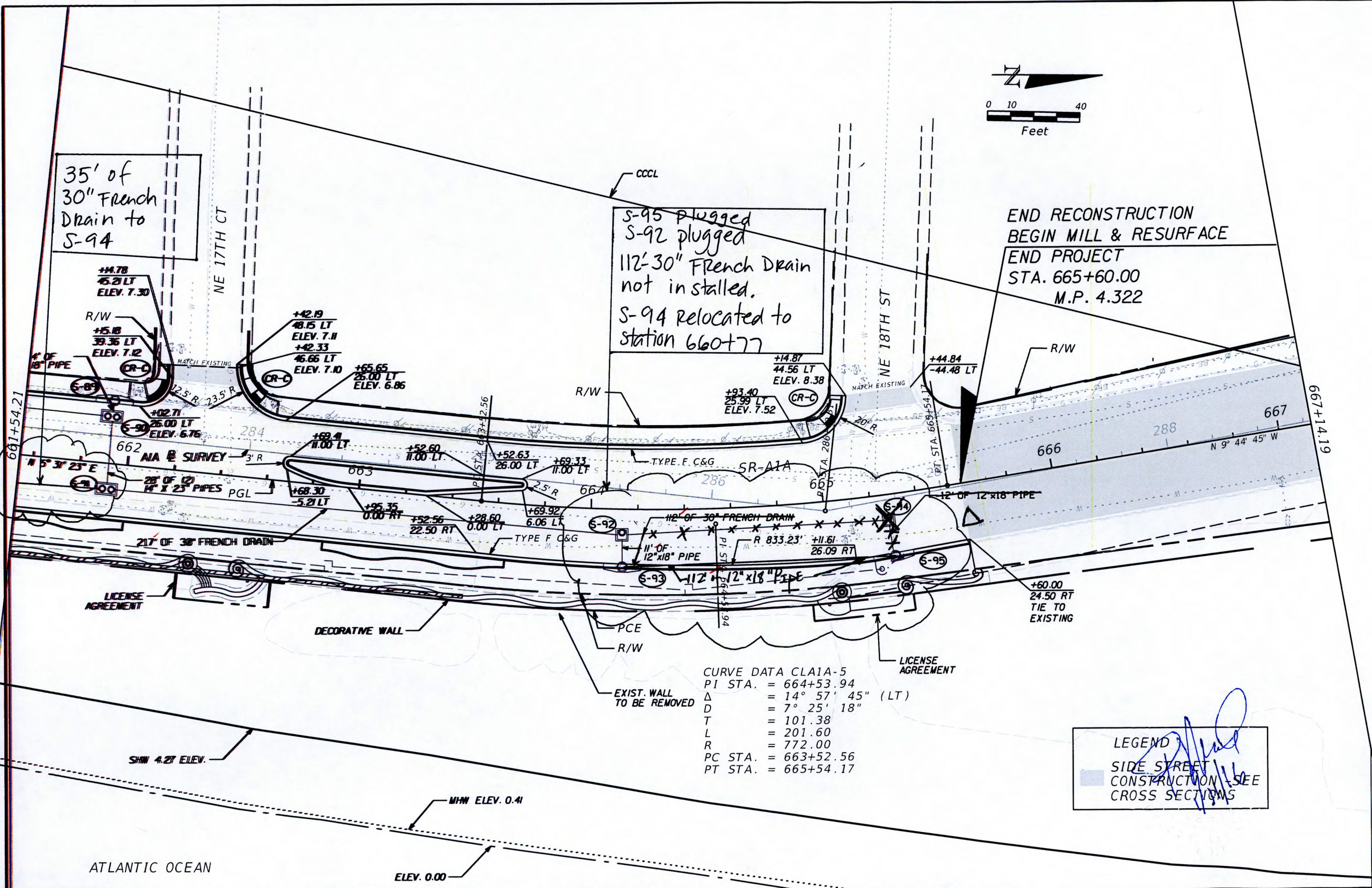
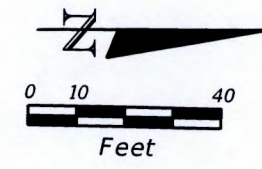
LEGEND

- ASPHALT TIE DOWN
- SIDE STREET CONSTRUCTION -SEE CROSS SECTIONS

REVISIONS				ENGINEER OF RECORD: SCOTT PETERSON, P.E. P.E. LICENSE NUMBER 52740 FDOT DISTRICT IV 3400 WEST COMMERCIAL BLVD. FORT LAUDERDALE, FL 33309 (954) 777-4416 scott.peterson@dot.state.fl.us	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN	SHEET NO. CAM #25-0954 Exhibit 1
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
4/17/14	EXISTING MAST ARM FOUNDATION LOCATION				A1A	BROWARD	433688-4-52-01		

rd452.jp4/17/2014 10:21:44 AM C:\g\tmsproj\433688\45201\roadway\PLANRD01.dwgPage 64 of 103

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END RECONSTRUCTION
BEGIN MILL & RESURFACE
END PROJECT
STA. 665+60.00
M.P. 4.322

S-95 plugged
S-92 plugged
112'-30" French Drain
not installed.
S-94 relocated to
station 660+77

CURVE DATA CLA1A-5
PI STA. = 664+53.94
 Δ = 14° 57' 45" (LT)
D = 7° 25' 18"
T = 101.38
L = 201.60
R = 772.00
PC STA. = 663+52.56
PT STA. = 665+54.17

LEGEND
SIDE STREET
CONSTRUCTION - SEE
CROSS SECTIONS

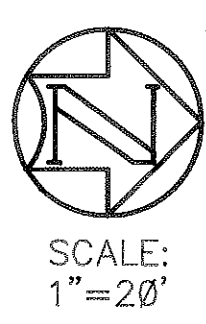
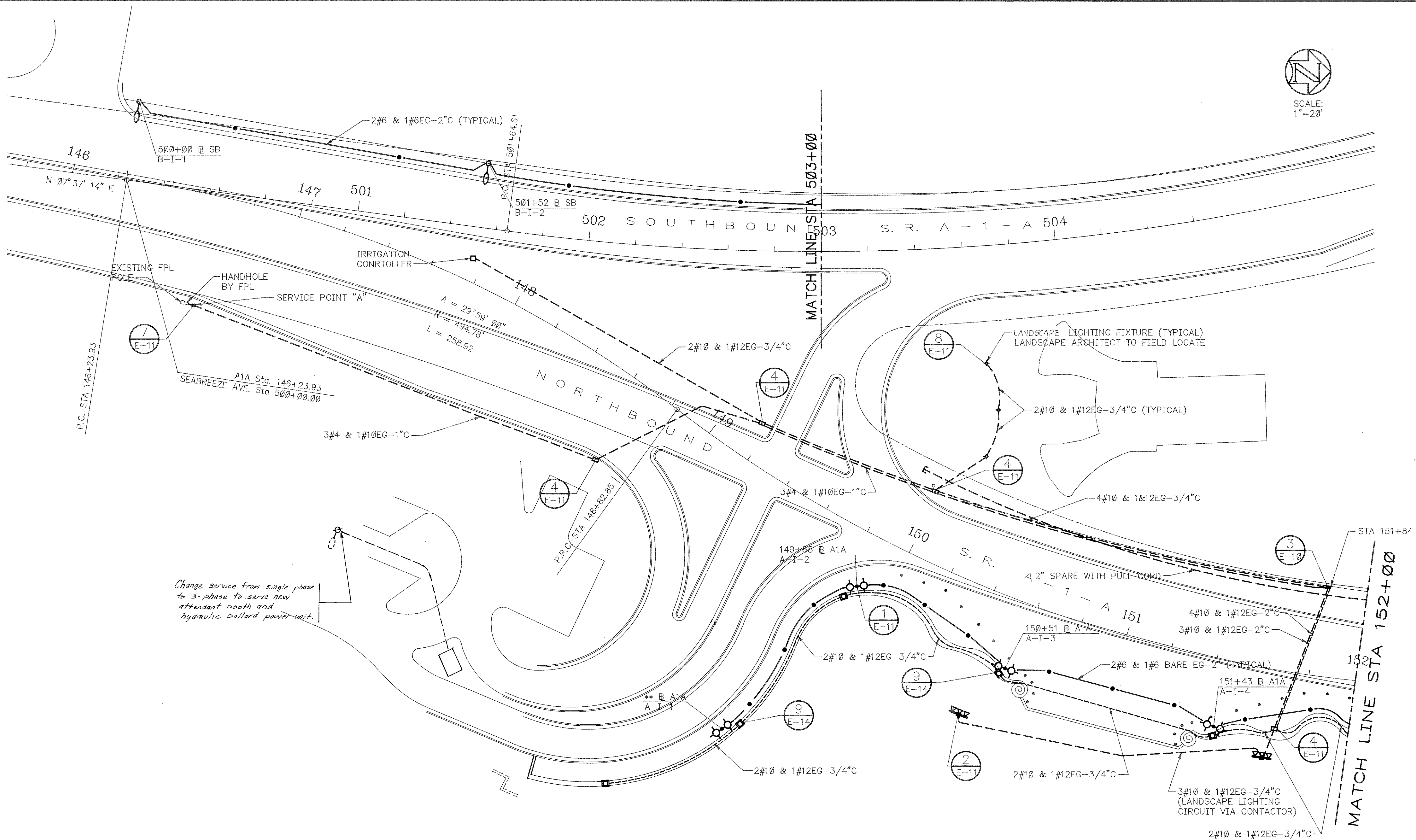
REVISIONS				ENGINEER OF RECORD: SCOTT PETERSON, P.E. P.E. LICENSE NUMBER 52740 FDOT DISTRICT IV 3400 WEST COMMERCIAL BLVD. FORT LAUDERDALE, FL 33309 (954) 777-4416 scott.peterson@dot.state.fl.us	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					AIA	BROWARD	433688-4-52-01		
CAM #25-0934 Exhibit 1									

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Page 66 of 103

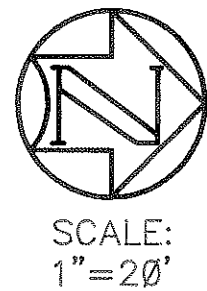
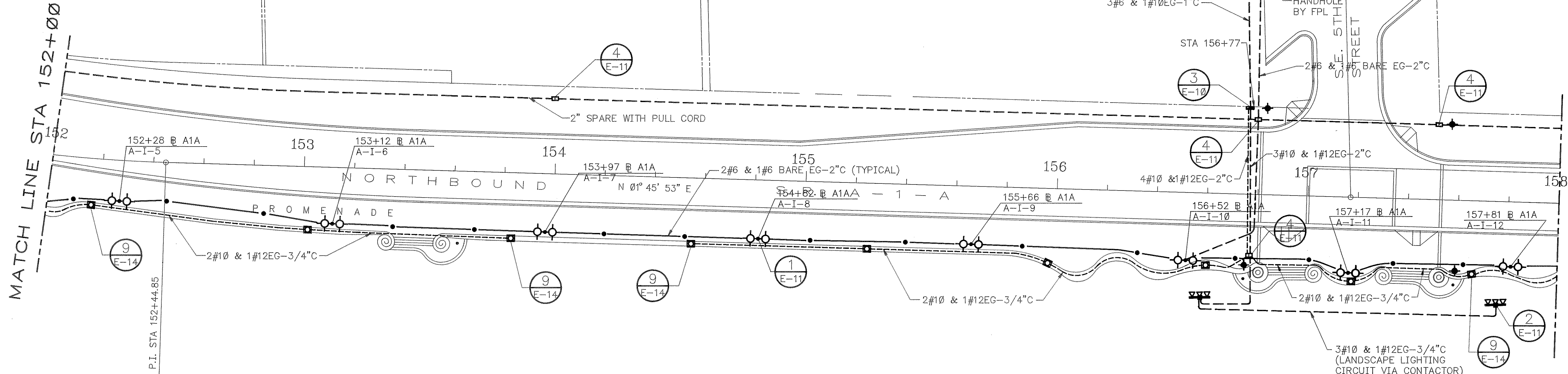
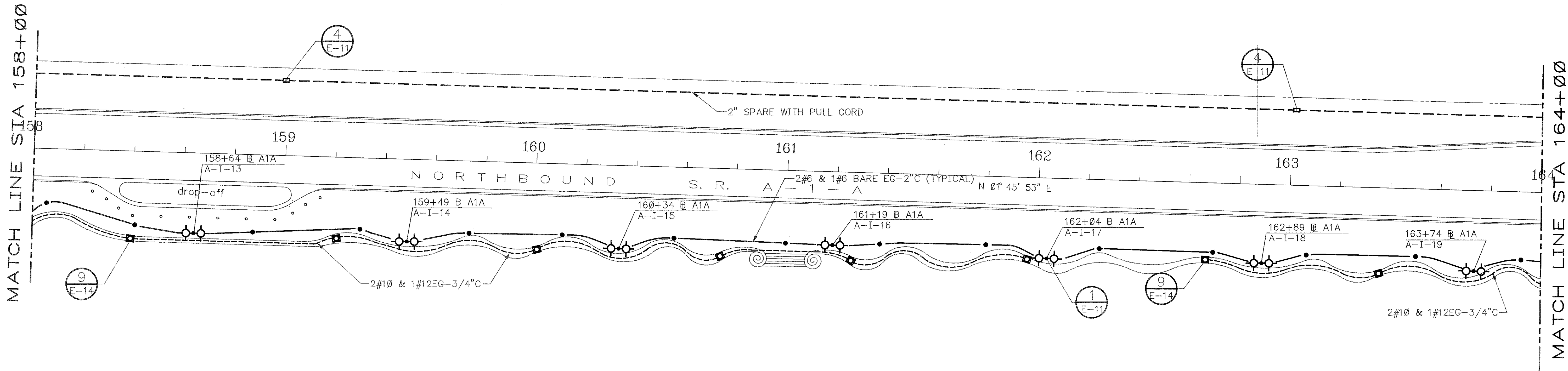
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



RECORD DRAWING
MAY 18, 1993

RMI
RESOURCE MANAGEMENT
INTERNATIONAL, INC.
2324 SOUTH CONGRESS AVENUE, SUITE 1A, WEST PALM BEACH, FLORIDA

Date	REVISED	By
	CHANGE ORDER	WLS
Date	7-10-92	CHANGE ORDER #9
		WLS
EDWARD D. STONE, JR. AND ASSOCIATES PLANNERS AND LANDSCAPE ARCHITECTS WILLIAMS, HATFIELD AND STONER, INC. ENGINEERS AND SURVEYORS BARTON ASCHMAN ASSOCIATES, INC. TRANSPORTATION ENGINEERS RESOURCE MANAGEMENT INTERNATIONAL LIGHTING SPECIALISTS		
PHASE THREE S.R.-A1A, BAHIA MAR TO BAYSHORE FT. LAUDERDALE BEACH REVITALIZATION City of Ft. Lauderdale, Florida		
Date	6-4-90	PROJECT
Drawn	WLS	F-5320
Checked	JCB	SHEET
Manager		E-1
Field Book		



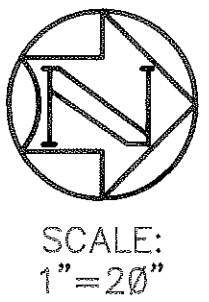
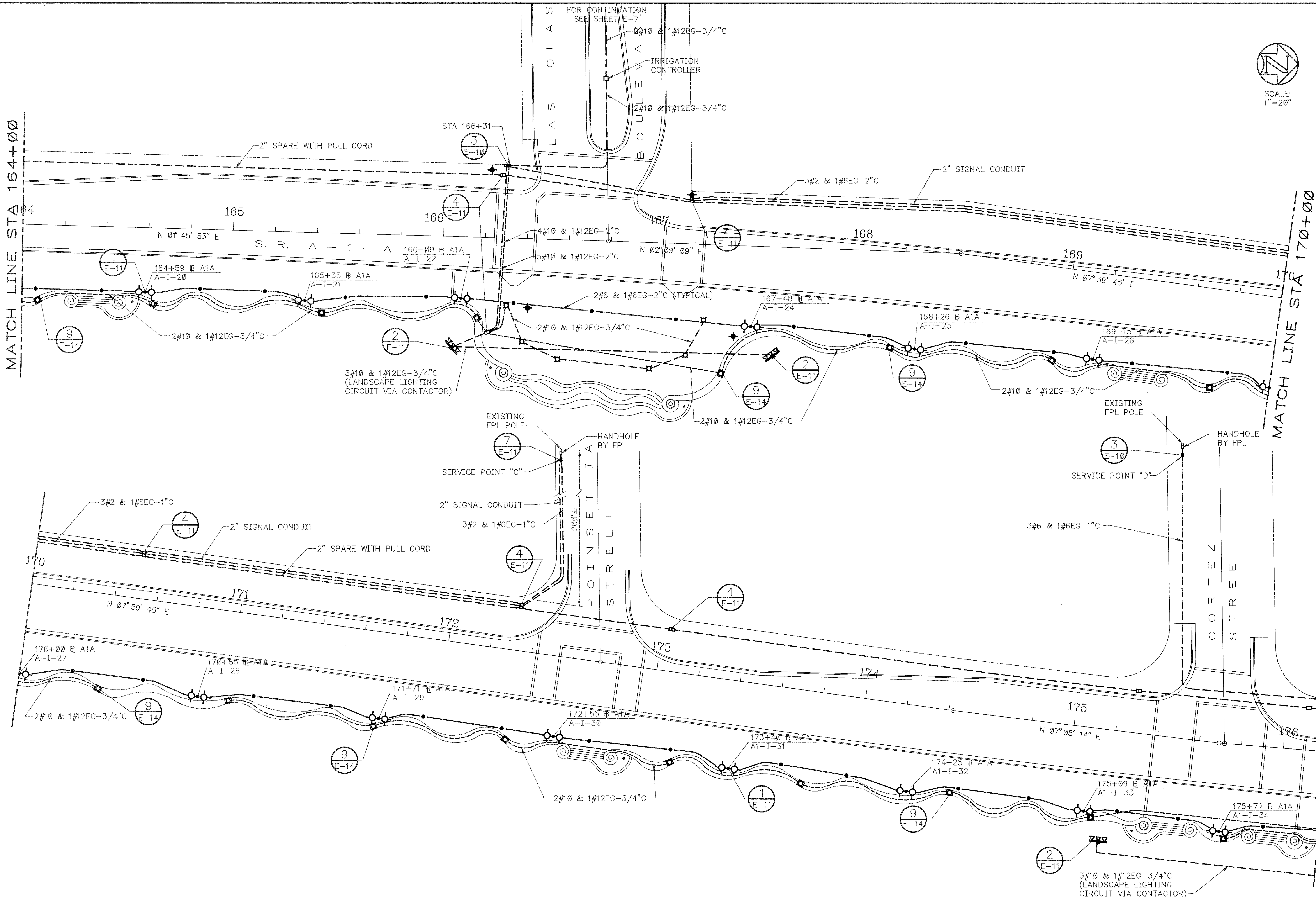
SCALE:
1"=20'

RECORD DRAWING
MAY 18, 1993

RMI
RESOURCE MANAGEMENT
INTERNATIONAL, INC.
2324 SOUTH CONGRESS AVENUE, SUITE 1A, WEST PALM BEACH, FLORIDA

PROJECT F-5320		DATE 6-4-90				PHASE THREE					
SHEET E-2		Drawn WLS				S.R.-A1A, BAHIA MAR TO BAYSHORE		WILLIAMS, HATFIELD AND STONER, INC.		EDWARD D. STONE, JR. AND ASSOCIATES	
		Checked JCB				FT. LAUDERDALE BEACH REVITALIZATION		ENGINEERS AND SURVEYORS		PLANNERS AND LANDSCAPE ARCHITECTS	
		Manager				City of Ft. Lauderdale, Florida		BARTON ASHMAN ASSOCIATES, INC.		RESOURCE MANAGEMENT INTERNATIONAL	
		Field Book						TRANSPORTATION ENGINEERS		LIGHTING SPECIALISTS	
										Date	
										REVISD	
										CHANGE ORDER	
										7-10-92	
										CHANGE ORDER #9	
										WLS	

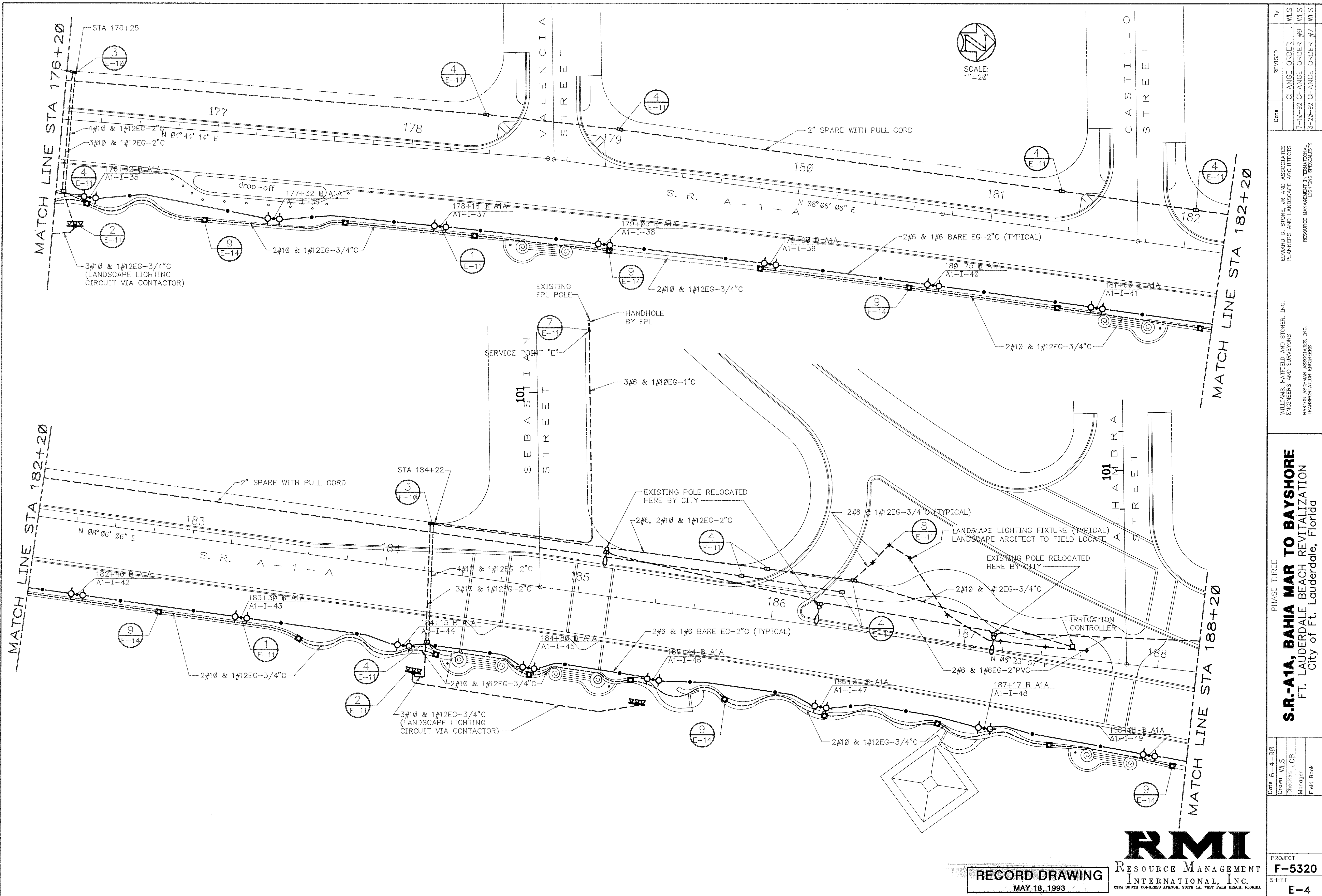
CAD REF 55031PH3\3PHE3



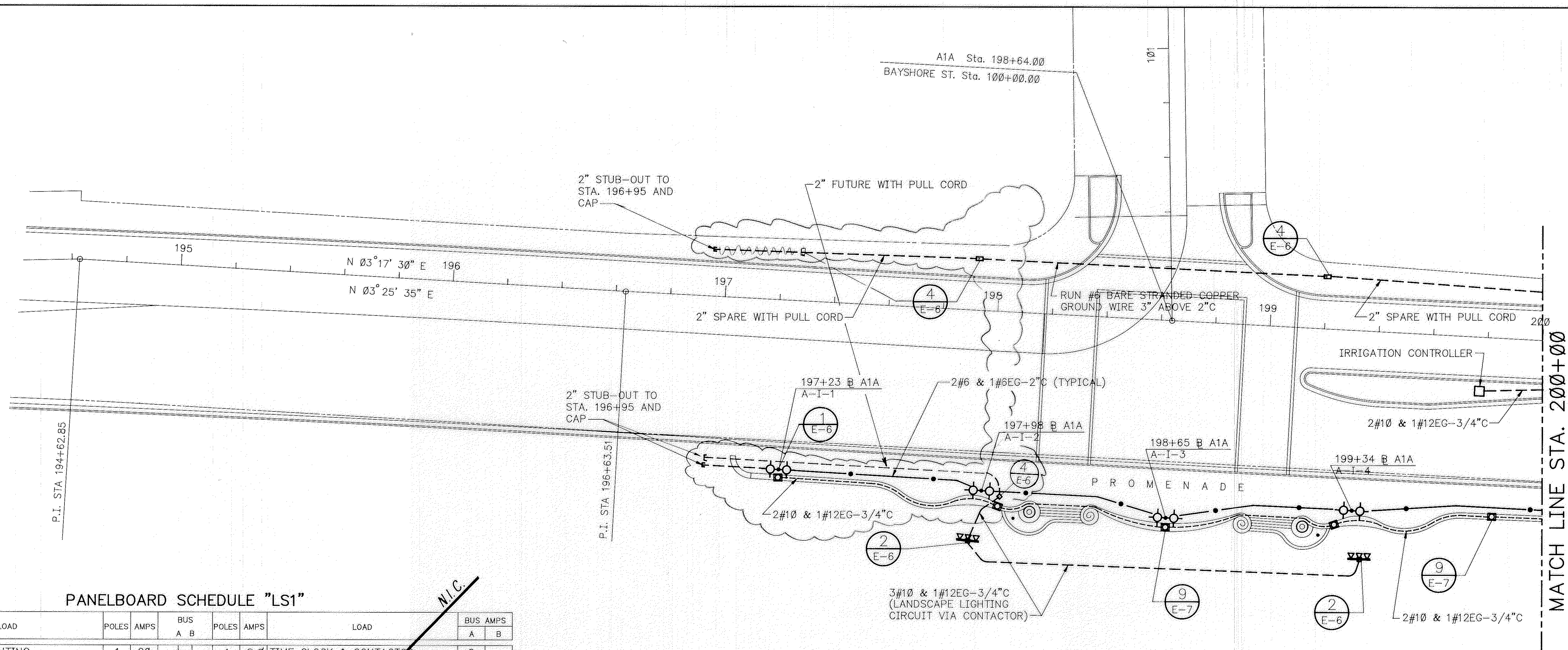
RECORD DRAWING
MAY 18, 1993

RMI
RESOURCE MANAGEMENT
INTERNATIONAL, INC.
2324 SOUTH CONGRESS AVENUE, SUITE 1A, WEST PALM BEACH, FLORIDA

PROJECT		F-5320		SHEET		E-3	
Date		6-4-90		Drawn		WLS	
Date				Checked		JCB	
Date				Manager			
Date				Field Book			
PHASE THREE S.R.-A1A, BAHIA MAR TO BAYSHORE FT. LAUDERDALE BEACH REVITALIZATION City of Ft. Lauderdale, Florida							
WILLIAMS, HATFIELD AND STONER, INC. ENGINEERS AND SURVEYORS				EDWARD D. STONE, JR. AND ASSOCIATES PLANNERS AND LANDSCAPE ARCHITECTS			
BARTON ASSURANT ASSOCIATES, INC. TRANSPORTATION ENGINEERS				RESOURCE MANAGEMENT INTERNATIONAL LIGHTING SPECIALISTS			



CAD REF 55031E1



PANELBOARD SCHEDULE "LS1"

BUS AMPS		LOAD	POLES	AMPS	BUS		POLES	AMPS	LOAD	BUS AMPS	
A	B				A	B				A	B
11		LANDSCAPE LIGHTING	1	20	1	2	1	20	TIME CLOCK & CONTACTOR	2	
3		RECEPTACLES	1	1	3	4					
					5	6					
					7	8					
					9	10					
					11	12					

TOTAL AMPS: BUS A 13 BUS B 3 CONNECTED Kva _____

RATED VOLTAGE: ☒ 120/240 ☐ 1 PHASE, 3 WIRE BRANCH POLES ☒ 12 ☐ 10 ☐ 30 ☐ 42

RATED AMPS: ☒ 100 ☐ 150 ☐ 200 ☐ CABINET ☒ SURFACE ☐ FLUSH

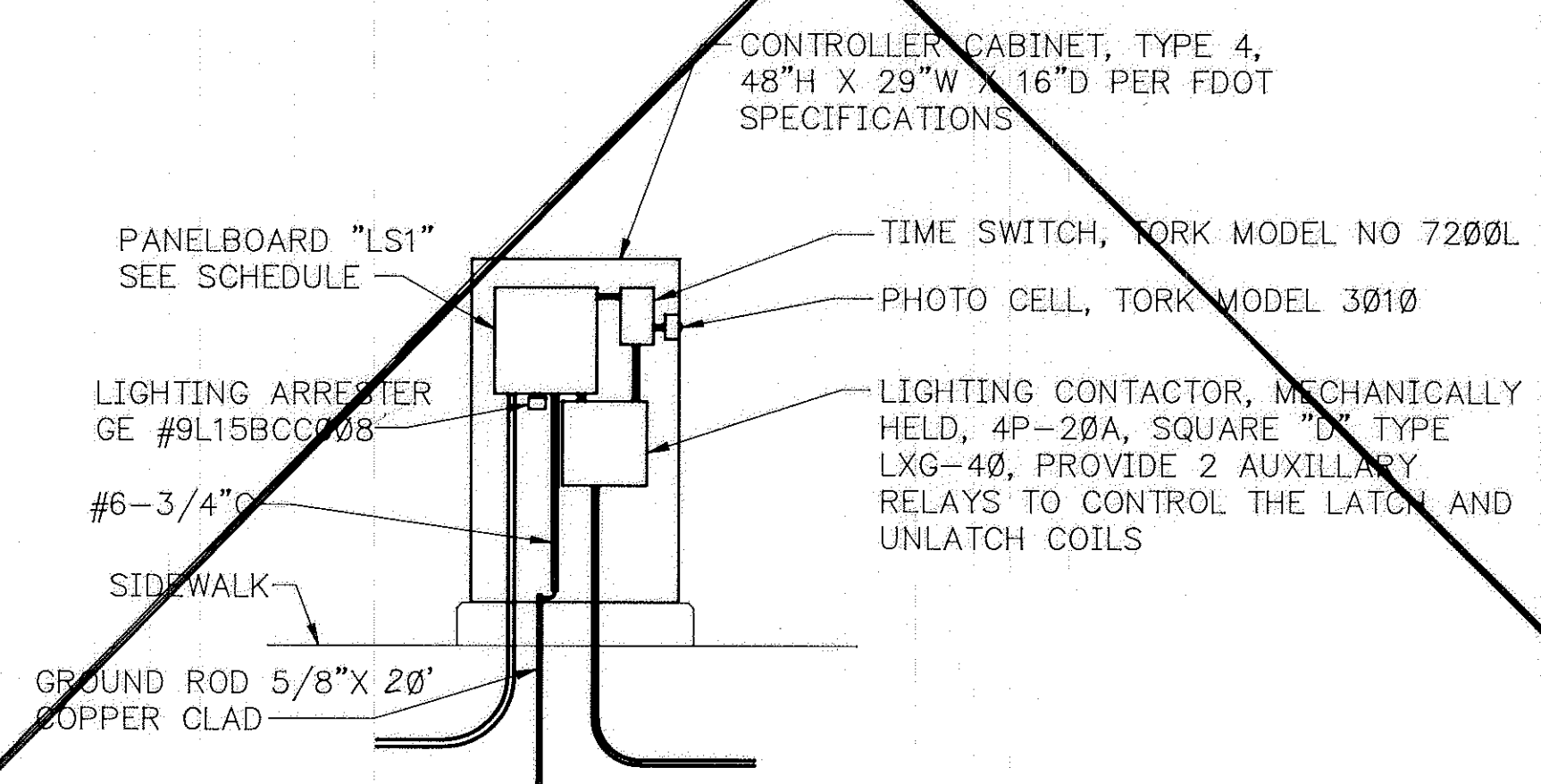
FULL NEUTRAL BUS ☐ GROUND BUS ☐ HANGED DOOR ☐ KEYED DOOR LATCH

☐ FUSED ☐ CIRCUIT BREAKER (PLUG-IN) BRANCH DEVICE FEED IS TO BE ☐ BOTTOM ☐ TOP

☐ MAIN LUGS ONLY MAIN 50 AMPS ☒ BREAKER ☐ FUSED SWITCH ☒ TO BE GFI BREAKERS

ALL BREAKERS MUST BE RATED TO INTERRUPT A SHORT CIRCUIT ESC OF 10,000 AMPS SYMMETRICAL

APPROVED MFR'S WESTINGHOUSE, ITE, SQUARE D, GE ONLY



ELECTRICAL EQUIPMENT
ENCLOSURE DETAIL 10
SCALE: 1/2"=1'-0"

MATCH LINE STA. 200+00

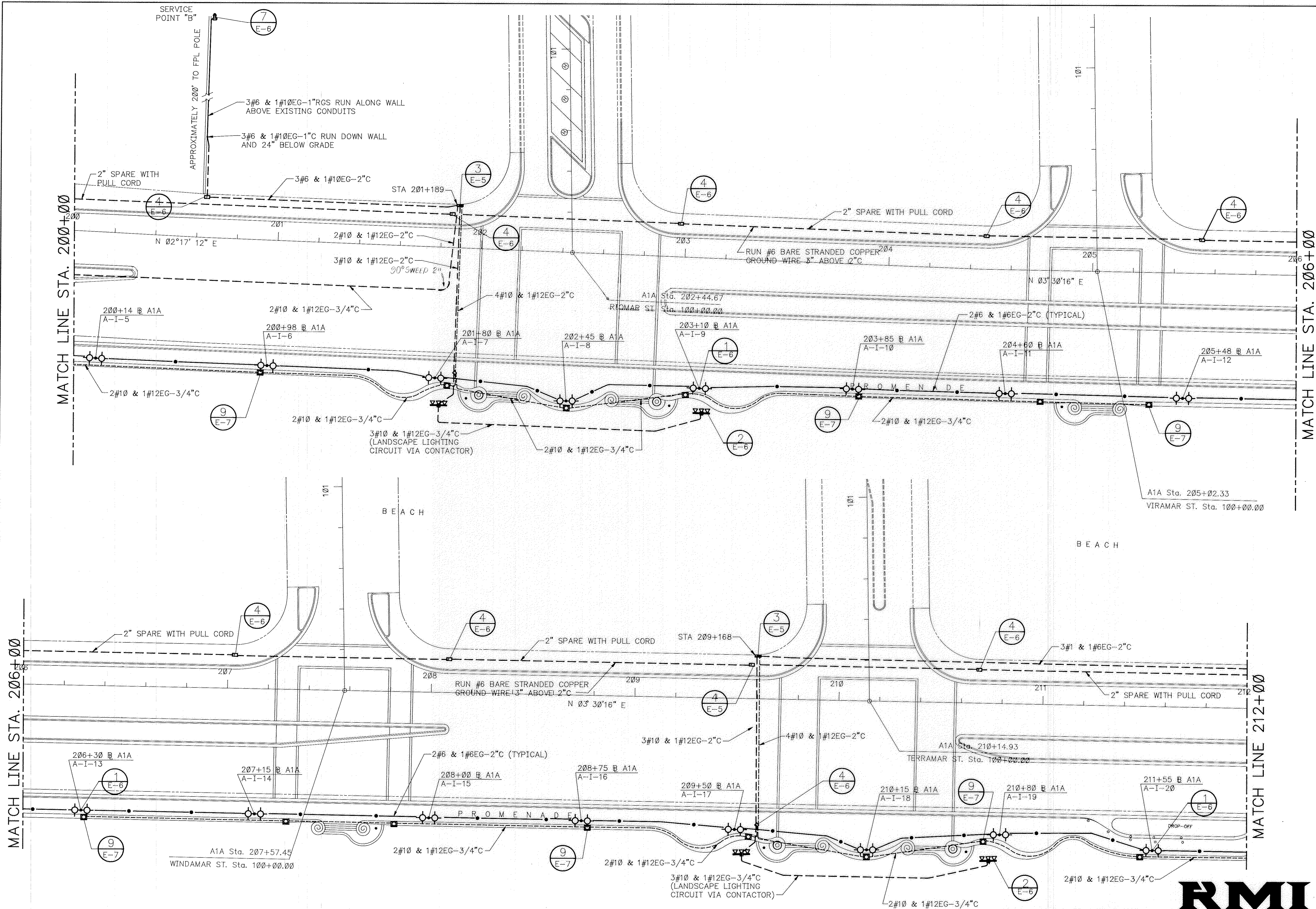
By	REVISION	Date	EDWARD D. STONE, JR. AND ASSOCIATES PLANNERS AND LANDSCAPE ARCHITECTS	EDWARD D. STONE, JR. AND ASSOCIATES ENGINEERS AND SURVEYORS	WILLIAMS, HATFIELD AND STONER, INC.	PHASE TWO-A	PROJECT	DATE	DATE	DATE	DATE
WLS	CHANGE ORDER #1	2/21/90	WLS	CHANGE ORDER #2	5/28/91	WLS	F-5310	6/4/90	6/4/90	6/4/90	6/4/90
WLS	CHANGE ORDER #4	7/15/91	WLS	CHANGE ORDER #4	7/15/91	WLS	E-1	6/4/90	6/4/90	6/4/90	6/4/90

S.R.-A1A, BAYSHORE TO SUNRISE
FT. LAUDERDALE BEACH REVITALIZATION
City of Ft. Lauderdale, Florida

RMI
RESOURCE MANAGEMENT
INTERNATIONAL, INC.
2824 SOUTH CONGRESS AVENUE, SUITE 1A, WEST PALM BEACH, FLORIDA

TRACING No. 4-113-3

CAD REF 55031E2

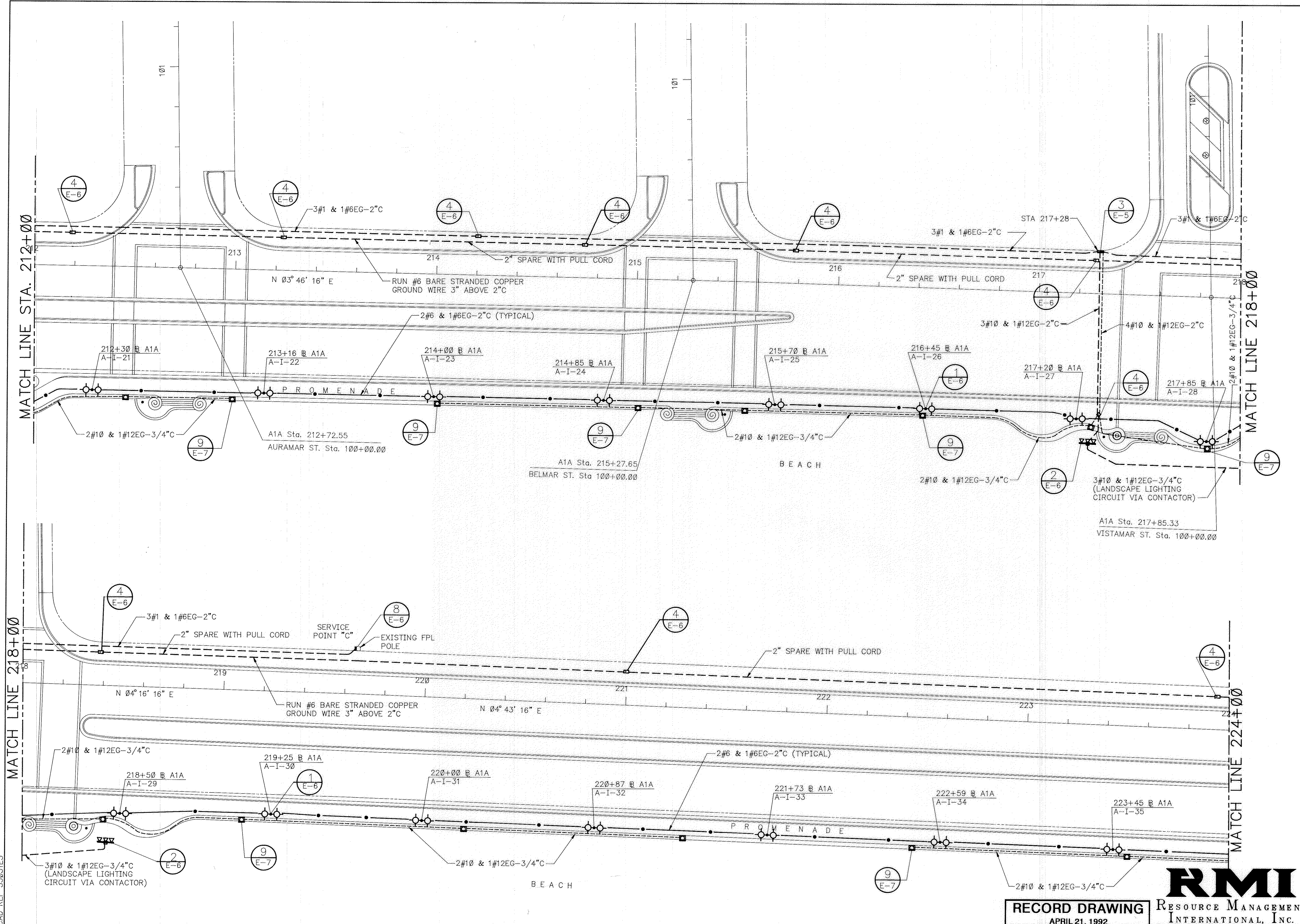


RECORD DRAWING
APRIL 21, 1992

RMI
RESOURCE MANAGEMENT
INTERNATIONAL, INC.
2824 SOUTH CONGRESS AVENUE, SUITE 1A, WEST PALM BEACH, FLORIDA

PROJECT		F-5310	
SHEET		E-2	
DATE		6/4/90	
DRAWN		WLS	
CHECKED		JCB	
MANAGER			
FIELD BOOK			
DATE		3-28-91	
REVISED		CHANGE ORDER #2	
BY		WLS	
PHASE TWO-A			
S.R.-A1A, BAYSHORE TO SUNRISE			
FT. LAUDERDALE BEACH REVITALIZATION			
City of Ft. Lauderdale, Florida			
EDWARD D. STONE, JR. AND ASSOCIATES		WILLIAMS, HATFIELD AND STONER, INC.	
PLANNERS AND LANDSCAPE ARCHITECTS		ENGINEERS AND SURVEYORS	
BARTON ASCHMAN ASSOCIATES, INC.		RESOURCE MANAGEMENT INTERNATIONAL	
TRANSPORTATION ENGINEERS		LIGHTING SPECIALISTS	

CAD REF 55031E3



RECORD DRAWING
APRIL 21, 1992

RMI
RESOURCE MANAGEMENT
INTERNATIONAL, INC.
2504 SOUTH CONGRESS AVENUE, SUITE 1A, WEST PALM BEACH, FLORIDA

PROJECT		F-5310	
SHEET		E-3	
DATE		6/4/90	
DRAWN		WLS	
CHECKED		JCB	
MANAGER		Field Book	
DATE		9-28-91	
REVISION		CHANGE ORDER #2	
BY		WLS	
EDWARD D. STONE, JR. AND ASSOCIATES PLANNERS AND LANDSCAPE ARCHITECTS BARTON ASCHMAN ASSOCIATES, INC. TRANSPORTATION ENGINEERS RESOURCE MANAGEMENT INTERNATIONAL LIGHTING SPECIALISTS			
WILLIAMS, HATFIELD AND STONER, INC. ENGINEERS AND SURVEYORS S.R.-A1A, BAYSHORE TO SUNRISE FT. LAUDERDALE BEACH REVITALIZATION City of Ft. Lauderdale, Florida			
PHASE TWO-A			

TRACING NO. 4-113-3

Page 74 of 103

MATCH LINE STA. 224+00

MATCH LINE STA. 230+00

9th Street

RECORD DRAWING
APRIL 21, 1992

RMI
RESOURCE MANAGEMENT
INTERNATIONAL, INC.
2824 SOUTH C. ONDREWS AVENUE, SUITE 1A, WEST PALM BEACH, FLORIDA

PHASE TWO-A
S.R.-A1A, BAYSHORE TO SUNRISE
FT. LAUDERDALE BEACH REVITALIZATION
City of Ft. Lauderdale, Florida

Date 6/4/90
Drawn WLS
Checked CB
Manager
Field Book

PROJECT
F-5310
SHEET
E-4

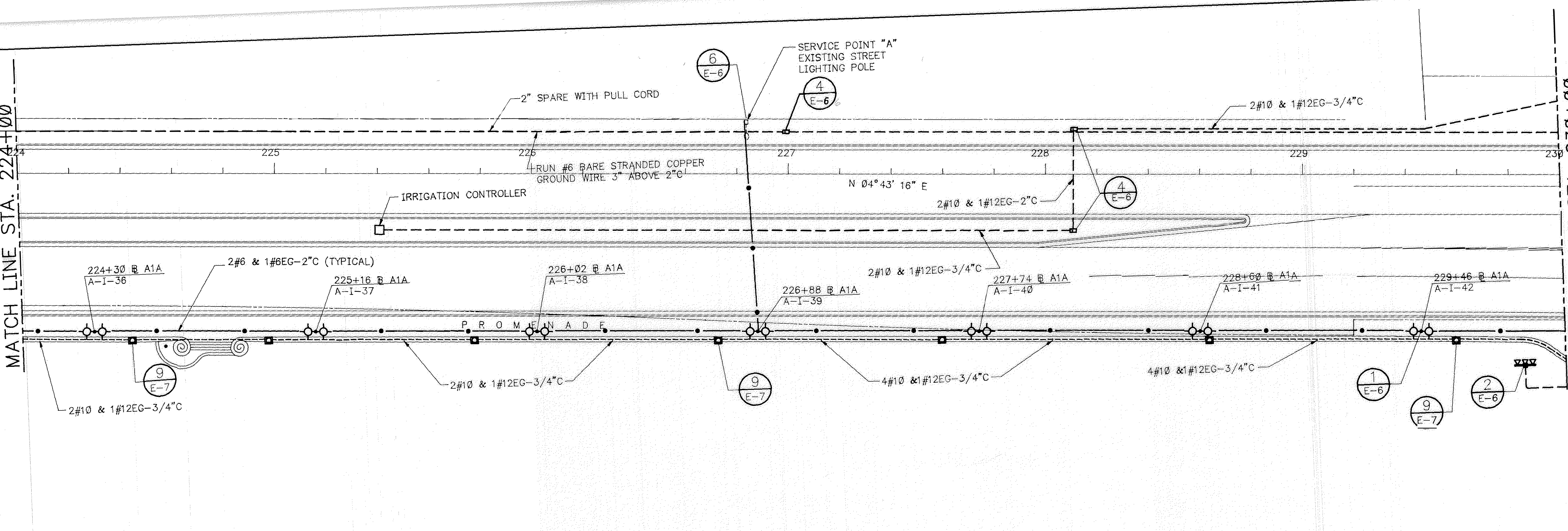
By	Revised	Date	Change Order #1	Change Order #2
WLS		12/21/90		
WLS		3/28/91		

EDWARD D. STONE, JR. AND ASSOCIATES
PLANNERS AND LANDSCAPE ARCHITECTS

WILLIAMS, HATFIELD AND STONER, INC.
ENGINEERS AND SURVEYORS

BARTON ASCHMAN ASSOCIATES, INC.
TRANSPORTATION ENGINEERS

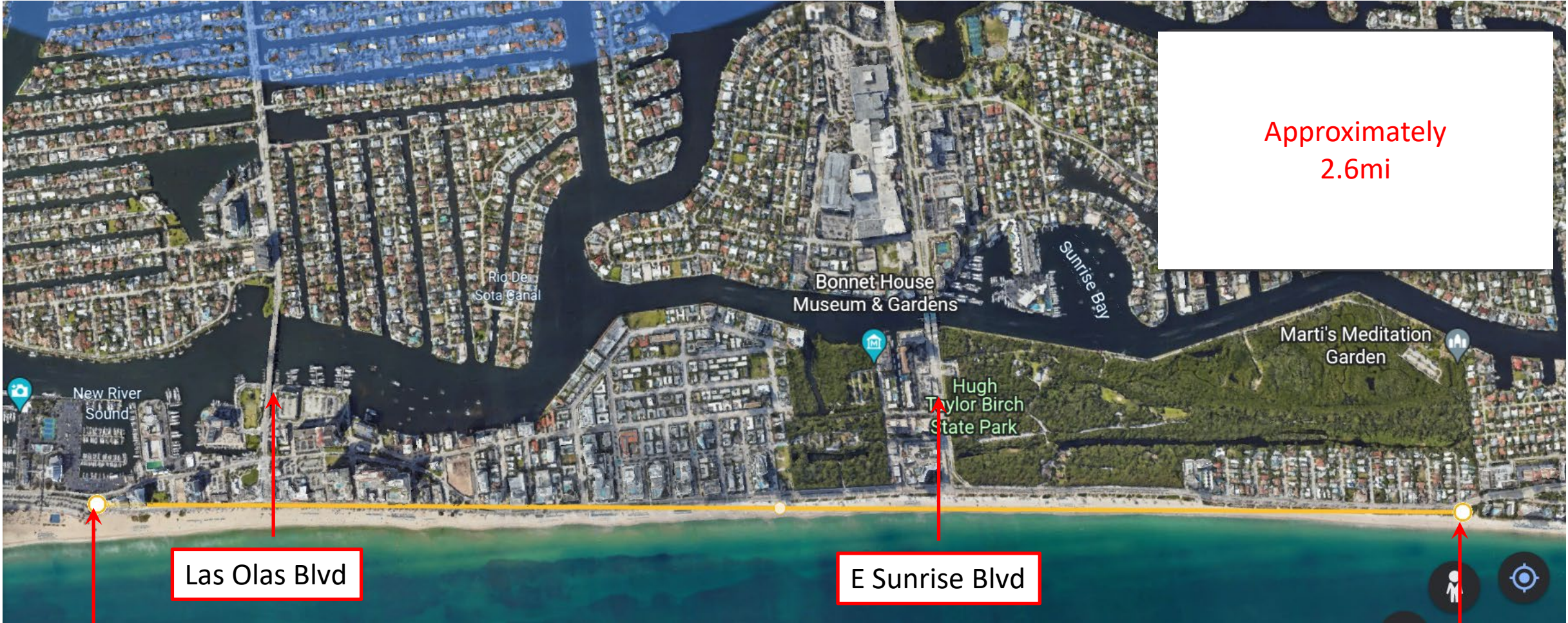
RESOURCE MANAGEMENT INTERNATIONAL
LIGHTING SPECIALISTS



AD REF 55031E4

A1A Sta. 235+26.96
SUNRISE BLVD. Sta 100+00.00

TRACING NO. 4-113-3



Approximately
2.6mi

Las Olas Blvd

E Sunrise Blvd

Entrance to Beach
Parking Fort Lauderdale

NE 18 ST

CAN #25-0054
Exhibit 1

**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.

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 _____

COUNTY OF _____

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

Notary Public Signature: _____

(Notary Seal)

Print Name: _____

My commission expires: _____



CONTRACT PAYMENT METHOD

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

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

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

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

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

_____ MasterCard

_____ Visa

Company Name

Name (Printed)

Signature

Title

Date



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

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

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

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

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

The Contract shall include provisions for the following:

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

Authorized Signature

Print Name and Title

Date

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



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

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

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

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

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

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

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

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

Definitions

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



DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

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

Business Name

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

Business Name

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

Business Name

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

Business Name

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

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: _____

Project Description:

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

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

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

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____



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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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

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: President

Business Address:

Telephone:

Fax:

E-Mail Address:

What was the last project of this nature which you completed? Include the year, description, and contract value.

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

How many years has your organization been in business?

Have you ever failed to complete work awarded to you; if so, where and why?

The name of the qualifying agent for the firm and his position is: Certificate of Competency Number of Qualifying Agent: Effective Date: Expiration Date: Licensed in: Engineering Contractor's License #
(County/State)Expiration Date:

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a)

b)

c)

d)

e)

f)

g)

3. What equipment do you own that is available for the work?

4. What equipment will you purchase for the proposed work?

5. What equipment will you rent for the proposed work?

SPECIFIC REFERENCES FORM

The contractor shall have previous construction experience in the State of Florida with projects of similar scope and scale (or larger) as specified in Section 8, Special Conditions. 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: _____

TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A.				
B.				
C.				
D.				
Total:				

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

Failure to complete the above may result in the bid being declared non-responsive.

DATE:

(SIGNATURE)

STATE OF: COUNTY OF:

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of Individual Signing)

who, after first being duly sworn by me,

affixed his/her signature in the space provided above on this

day of , 20

NOTARY PUBLIC

My Commission Expires:



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 _____



City of Fort Lauderdale • Procurement Services Division
101 NE 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP No. 482

TITLE: Fort Lauderdale Beach Wave Wall Light Replacement

ISSUED: July 22nd, 2025

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

1. The opening date has been changed to July 29th, 2025, at 2:00 PM.
2. Q & A Close date has changed to July 24th, 2025, at 5:00 PM.

All other terms, conditions, and specifications remain unchanged.

Yesenia Pascual
Sr. Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



City of Fort Lauderdale • Procurement Services Division
101 NE 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
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purchase@fortlauderdale.gov

ADDENDUM NO. 2

RFP No. 482

TITLE: Fort Lauderdale Beach Wave Wall Light Replacement

ISSUED: July 29, 2025

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

1. The opening date has been changed to August 5th, 2025, at 2:00 PM.

All other terms, conditions, and specifications remain unchanged.

Yesenia Pascual
Sr. Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____