Executive Summary Report

Of

Event: 248-1 - Fort Lauderdale Beach Wave Wall Light Replacement

Buyer: ERICK MARTINEZ		Date Range: 04/19/2024 02:00:00 PM - 02:00:00 PM	05/28/2024
Suppliers Notified: 69	Notified Suppliers 1 Responding:	All Suppliers 3 Responding:	

Suppliers Responding

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachme nt Exists
Mills Electric Service	Bob Birdsong	9546405262	estimating@millselec.c om	Fort Lauderdale	FL	5,000,000,000.00	0.00	No
Rexel USA, Inc.	Edward Arndt	9543892253	Edward.Arndt@rexelus a.com	Fort Lauderdale	FL	0.00	0.00	No
R&D Electric, Inc.	Rafael Echarri	3054037841	rafael@rdelectricinc.co m	Miami	FL	1,479,525.00	0.00	Yes

Event Lines And Responses

Item	Description	Unit of Measure	Quantity
FORT LAUDERDALE BEACH WAVE WALL-	Fort Lauderdale Beach Wave Wall Light Replacement	LO	1.0000

	Responses		
Supplier	Bid Quantity Unit of Measure	Unit Price	Award Amount
Mills Electric Service	1.0000 LO	5,000,000,000.000	0.00
Rexel USA, Inc.	0.0000 LO	0.000	0.00
R&D Electric, Inc.	1.0000 LO	1,479,525.000	0.00

Header Questions And Responses

QUESTION

Did you fill out and attach all required documents?

	Question Responses	
Supplier	Response	Has Attachment
Mills Electric Service	Yes	Yes
R&D Electric, Inc.	Yes	Yes

QUESTION

Did you submit the Project Questionnaire?

	Question Responses	
Supplier	Response	Has Attachment
Mills Electric Service	Yes	Yes
R&D Electric, Inc.	Yes	Yes

QUESTION

Did you attach the required licenses?

	Question Responses	
Supplier	Response	Has Attachment
Mills Electric Service	Yes	Yes
R&D Electric, Inc.	Yes	Yes

Contacts

Name	Email
ERICK MARTINEZ	emartinez@fortlauderdale.gov

Q And A

Supplier	Question	Answer
Home Express Corp. dba HE-Builders	Could you please give us the estimated budget?	\$1.5 Million to \$2 Million
L E D AMP ENERGY CORP	Where are the Beach Wave Wall Lights located which need to be replaced?	The wave wall lights are located on the beach wave wall. The wave wall runs along the A1A from the Fort Lauderdale Car park in the south, and to NE 18 St. to the North.

Line Comments

Item	Title	Comment
FORT LAUDERDALE BEACH WAVE WALL-	Requisition Line Comment	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.

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s), hereinafter referred to as Contractor, Bidder or Proposer, for the replacement of the Fort Lauderdale Beach Wave Wall Lights, 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 <u>procedures for responding to this solicitation</u>, contact Procurement Specialist Erick Martinez at (954) 828-4019 or email at <u>emartinez@fortlauderdale.gov</u>. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the <u>City's on-line strategic sourcing platform</u>. 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 <u>City's on-line strategic sourcing platform</u> shall become part of any contract that is created from this RFP.

1.3 Pre-proposal Conference and Site Visit

A pre-proposal meeting will be held on Thursday, May 2, 2024, at 11:00AM (local time).

Location: International Swimming Hall of Fame 1 Hall of Fame Drive Fort Lauderdale, FL 33316 (We will meet in front of the Pro Shop and walk over to the wavewall.)

While attendance is not mandatory, it is strongly suggested that all Contractors attend the preproposal conference. It will be the sole responsibility of the Contractor to inspect the City's locations and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

It is recommended that Contractors have the solicitation document available at the pre-proposal meeting,

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 <u>City's on-line strategic sourcing platform</u> 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 <u>City's on-line strategic sourcing platform</u>.

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 <u>City's on-line strategic sourcing platform</u> 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. 02/22) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by the <u>City's on-line strategic sourcing platform</u> 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

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 Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder/Proposer. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

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

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 <u>sample of the formal agreement template</u>, 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 exterior/outdoor lighting in a 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 and installing largescale exterior/outdoor lighting in a marine environment. Project manager assigned to the work must have 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 \$1,500,000.00 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 <u>City of Fort Lauderdale Ordinance No. C-11-42</u>, and <u>Resolution No. 07-101</u>, <u>Lobbying Activities</u>. 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 – Not applicable.

2.20 Disadvantaged Business Enterprise Preference – Not applicable.

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: <u>Click Here</u>
- **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 (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

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 subcontractor'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 <u>five percent (5%)</u> 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.
- 2.23.1 <u>City's on-line strategic sourcing platform</u> allows bidders to submit bid bonds electronically directly through the system using **Surety 2000**.
- **2.24.2** The Proposer may choose to mail their original executed bid/proposal bond or upload the bid/proposal bond on <u>City's on-line strategic sourcing platform</u> 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

- **2.26.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.
- **2.26.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.
- **2.26.3** The following insurance policies and coverages are required:

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Professional Liability

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

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

Pollution and Remediation Legal Liability (Hazardous Materials)

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

Contractors Pollution Liability Coverage

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

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

The Certificate Holder should read as follows: City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301

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

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

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

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

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

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

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

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORTLAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other

evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

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 – Not Applicable

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.

PoorDoes not meet all requirements and contractor is subject to penalty
provisions under the contact.Non-complianceEither 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

It shall be the sole responsibility of the Contractor to inspect the trade in equipment or to assure himself of their condition. No variation in trade in credit shall be permitted based upon a claim of ignorance. Submission of a bid/proposal will be considered evidence, by the City, that the Contractor has familiarized himself with the condition of the trade in equipment.

The City understands that the condition of the equipment may change prior to shipment or pick up of the equipment by Contractor. No warranty or guarantee of the condition of the equipment is offered or implied. The Contractor agrees to take the equipment, at the trade in credit price bid/proposal, in the condition the equipment is at the time it leaves the City. The only commitment the City makes is to continue the same (whichever is applicable) maintenance service, operational standards, or storage conditions from the time the solicitation is issued until trade in equipment shipment or pick up by Contractor.

2.41 Conditions of Trade-In Shipment and Purchase Payment

All Prices of purchase items are to be Free on Board (FOB) Destination delivered to the specified City Agency. All Trade-in equipment prices are to be FOB City Agency. City will ship trade-in equipment FOB City Agency freight, collect to the address specified by the Contractor, or Contractor can arrange to pick up.

No City release of trade in equipment will be allowed prior to receipt and acceptance of purchased equipment will be allowed unless prior arrangements have been made with the City Agency and approved by the Procurement Services Division.

Payment for the net cost to the City (purchase price less trade-in credit) will be made within 45 days from acceptance of the purchase equipment or receipt of a correct invoice, whichever occurs last.

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 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.

2.44 PCI (Payment Card Industry) Compliance

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

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

END OF SECTION

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 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 (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.

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 all 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 6 years).
- 12. The system proposed has the capability of changing color and programmable.
- 13. Local subsurface conditions and associated geotechnical data, if necessary.
- 14. Open cut excavation and backfilling method of installing pipe, if necessary.
- 15. HDD method of installing pipe, if required.
- 16. Connection of new pipe 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.

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:

- 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 preconstruction 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.

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 <u>City's on-line strategic sourcing platform</u>. 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 <u>City's on-line strategic sourcing platform</u>. 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 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT <u>PRRCONTRACT@FORTLAUDERDALE.GOV</u>, 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 (2023), as may be amended or revised, or as otherwise provided by law.
- 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 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 of 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 review and 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 one (1) year. 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)

Not applicable.

F. Disadvantaged Business Enterprise Preference (DBEP) Not applicable.

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.

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: <u>Click Here</u>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <u>Click Here</u>. Any interested party may call the Procurement Services Division at 954-828-5933, or email <u>ProcurementSupport@fortlauderdale.gov</u>, 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. Clarification

During the evaluation process, the City has the right to require any clarification it needs in order to understand the Contractor's view and approach to the project scope of the work. Any clarifications to the Proposal made before executing the contract will become part of the final Contractor contract.

5.1.5. Negotiations

The City Manager or designee reserves the right to conduct contract negotiations with the selected responsible, responsive Proposer. If successful, the Proposer and City will enter into a contract for the work. All proposers are considered fully informed as to the intentions of the City regarding the timeframe to prepare and complete contract negotiations.

If the City is unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City Commission or until the short-list is exhausted in which case a new RFP may be undertaken.

The City may withdraw this RFP, reject qualifications or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular qualification was not deemed to be the most advantageous to the City.

- **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#248: FORT LAUDERDALE BEACH WAVE WALL LIGH	HT 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	\$
Include any additional requirements (if applicable) such as:	
6. Third Party Material and Conformance Testing	\$
7. Demolition and disposal of existing system	\$
CONSTRUCTION COSTS SUBTOTAL: SOLUTION HARDWARE	\$
6. Lighting Hardware/Equipment	\$
7. Labor Installation	\$
8. Programming	\$
9. Training	\$
10 . Commissioning and testing	\$
SOLUTION HARDWARE SUBTOTAL:	\$
ONGOING MAINTENANCE AND SUPPORT SERVICES	
11. Maintenance and Technical Support Service Fees (Year 1)12. Quarterly Maintenance and Technical Support Service Fees (Year 2)	\$ <u>N/A Warranty Period</u> \$

Fort La	uderdale Beach Wa	City of Fort Lauderdale ave Wall Light Replacement RFP Event # 248
13. Quarterly Maintenance and Technical Supp	ort	
Service Fees (Year 3)		\$
14. Quarterly Maintenance and Technical Supp	ort	
Service Fees (Year 4)		\$
15. Quarterly Maintenance and Technical Supp	ort	
Service Fees (Year 5)		\$
16. Quarterly Maintenance and Technical Supp	ort	
Service Fees (Year 6)		\$
ONGOING MAINTENANCE AND SUPPORT SERV	ICES SUBTOTAL:	\$
17. Other:		
	OTHER SUBTOTAL:	\$
ADDITIONAL SERVICES	GRAND TOTAL:	\$

18. Labor rate for call out support: **\$____**

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

TOTAL PROPOSAL – <u>Lines 1 through 17</u> 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.

Corporation Name:	
	(Please Print)
By:	
	(Signature)
Name:	
	(Typed or printed)
Title:	
Date Submitted:	
Address:	
[State] Contractor's Lice	ense No.:
Contractor's License Cl	ass:

This proposal is submitted by:

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 RFQ

- 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. The city would be expecting the contractor to be willing to commit to a five (5) year maintenance contract to support the lighting system.
 - C. Contractors shall be evaluated on the following project's criteria:

PROJECT CRITERIA				
Со	ontractor 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			

RFQ - FORT LAUDERDALE BEACH WAVE WALL LIGHT REPLACEMENT PROJECT

	warranty period (local office, on call staff etc)
6.	Warranty of the work. (Min 5 Years)
Pr	oduct 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.)
	. Product warranty for industrial/public/commercial use. Min of 6 years
14	. Lights capability of changing color. Programable.

Page 2|5

CAM #25-0358 Exhibit 1 Page 42 of 67

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



CAM #25-0358 Exhibit 1 Page 43 of 67

ADDITIONAL REFERENCES

3.02 ILLUMINATOR ASSEMBLY



Illuminator Assembly

Page 4|5

CAM #25-0358 Exhibit 1 Page 44 of 67

RFQ - FORT LAUDERDALE BEACH WAVE WALL LIGHT REPLACEMENT PROJECT



Illuminator Assembly





CAM #25-0358 Exhibit 1 Page 45 of 67



RFQ EVENT# 248

FORT LAUDERDALE BEACH WAVE WALL LIGHT REPLACEMENT

PROJECT QUESTIONNAIRE

INSTRUCTIONS: Please check either \sqrt{YES} or NO to answer the questions below:

PRE-C	UALIFICATION QUESTIONS	YES	NO
1.	Is your company an Original Equipment Manufacturers (OEM), authorized reseller, or authorized distributor of LED lighting system hardware, parts and service? (Proposer must attach supporting documentation.)		
2.	Does your company have at least five (5) years' experience in providing lighting systems to Government Agencies or large-scale commercial customers of similar size and complexity? (Proposer must attach supporting documentation.)		
3.	Is your firm licensed or certified to sell, install and maintain LED lighting systems? (Proposer must attach supporting documentation.)		
4.	Is your Proposed System suitable for operation in a marine environment and resistant to corrosion? (Proposer must attach supporting documentation.)		
5.	Did your company provide a minimum of three existing customer references (other than City of Fort Lauderdale Departments) where the Proposer provides a similar scope of services? (Proposer must attach supporting documentation.)		
6.	Can you firm provide support services (including, but not limited to warranty support, scheduled maintenance, unscheduled maintenance and emergency service) for a minimum of five (5) years.		

Note: Answering "NO" to any of the questions above shall render the firm non-responsible and ineligible to proceed to the 2nd Step RFP Solicitation.







TRACING NO. 4-113- Age 49 of 67



) REF 55031PH3\3P



D REF 55Ø31PH3\3PHE





						· · · · · · · · · · · · · · · · · · ·	
3 E-5			$\int \underbrace{\frac{4}{E-6}}$				
	이 같은 것이 나는 그렇게 잘 하는 것이 있는 것을 가지 않는 것이 없는 것이 없는 것이 없을 것들을 수 있다.		203 1 1 ta. 202+44.67 ta. 100+00.00	RUN #6 BARE		PARE WITH	
	202+45 B A A-I-8		203+10 B A1A A-I-9			2Ø3+85 B /A-I-1Ø	
C C STOR)	 2#1Ø & 1#12EG-3			2		_2#1Ø 8	c 1 <i>#</i> 12EG−3/4
4 (E-6)	/-2" SPARE WITH F		STA 2Ø9+168-	() (E-5) (E-5) (E-5) (E-5)			
RUN #6 BARE STRA GROUND WIRE 3" AN & 1#6EG-2"C (TYPIC	N Ø <i>3</i> 3Ø'16 AL)	3#1Ø (4 E-5 & 1#12EG-2"C-		21Ø 1 Ø & 1#12EG-2"	L	A1A TERRAMAR ST.
<u>B+ØØ B A1A</u> I-15 <u>P R O M E N</u> -3/4"C-			209+50 ₽ A1A A-I-17			210+15 A-I-10	
3 	E-7 2#	1Ø & 1#12EG-	-3/4"C -/ 3#1Ø & 1#12EG-3 (LANDSCAPE LIGF	3/4"C			







6 BARE STRANDED COPPEI D WIRE 3" ABOVE 2"C ¹	R 1 227	N Ø4°43' 16"		
			2#10 & 1#12EG-2"C	<u>(E-6)</u>
+ <u>Ø2 ₽ A1A</u> -38	226 /A-I	2#1Ø & 1# <u>+88 ₪ A1A</u> -39	12EG-3/4"C 227+74 <u>B</u> A1A A-I-4Ø	
<u>DE</u>		0		
		-4#1Ø &	#12EG-3/4"C	4 <i>#</i> 1Ø &1#12E
		233		234
	N Ø	9° 48′ 31″ E		



























Entrance to Beach Parking Fort Lauderdale

