

Executive Summary Report

of

Event: 355-4 - Underground Utility Locating Services

Buyer: ERICK MARTINEZ

Date Range: 09/20/2024 01:00:00 PM - 11/06/2024 02:00:00 PM

Suppliers Notified: 115

All Suppliers Responding: 2

Suppliers Responding

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachments Exist
Earth View, LLC	Allison Murrell	2394345200	lupham@qeusa.com	Naples	FL	195,000.00	0.00	No
Dtech Consulting LLC GenXc	Israel Lopez	8888843692	bids@genxcgroup.com	Miami	FL	1,018,100.00	0.00	Yes

Event Lines And Responses

Item	Description	Unit of Measure	Quantity
811 ASSISTANCE-	811 assistance (for City owned water, sewer and stormwater infrastructure only)	LF	25,000.0000

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
Earth View, LLC	25,000.0000	LF	2.000	0.00
Dtech Consulting LLC GenXc	25,000.0000	LF	20.000	0.00

Item	Description	Unit of Measure	Quantity
UTILITIES DESIGNATION-	Utilities designation	LF	25,000.0000

continued...

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
Earth View, LLC	25,000.0000	LF	2.000	0.00
Dtech Consulting LLC GenXc	25,000.0000	LF	20.000	0.00
Item	Description	Unit of Measure	Quantity	
POTHOLING TURF, SWALE, NON-PAVED-	Potholing turf, swale, non-paved surfaces	EA	50.0000	

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
Earth View, LLC	50.0000	EA	500.000	0.00
Dtech Consulting LLC GenXc	50.0000	EA	102.000	0.00
Item	Description	Unit of Measure	Quantity	
POTHOLING ASPHALT PAVEMENT-	Potholing Asphalt Pavement	EA	50.0000	

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
Earth View, LLC	50.0000	EA	700.000	0.00
Dtech Consulting LLC GenXc	50.0000	EA	122.000	0.00
Item	Description	Unit of Measure	Quantity	
POTHOLING CONCRETE PAVEMENT-	Potholing Concrete Pavement	EA	50.0000	

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
Earth View, LLC	50.0000	EA	700.000	0.00
Dtech Consulting LLC GenXc	50.0000	EA	138.000	0.00

continued...

Header Questions And Responses

QUESTION

Have you filled out and attached all Required Forms?

Question Responses		
Supplier	Response	Has Attachment
Earth View, LLC	Yes	Yes
Dtech Consulting LLC GenXc	Yes	Yes

QUESTION

Have you attached your Licenses per Section 2.17, "Minimum Qualifications"?

Question Responses		
Supplier	Response	Has Attachment
Earth View, LLC	Yes	Yes
Dtech Consulting LLC GenXc	Yes	Yes

QUESTION

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

Question Responses		
Supplier	Response	Has Attachment
Dtech Consulting LLC GenXc	It has been downloaded sign and notarized ready to submit when requested	No

Contacts

Name	Email
ERICK MARTINEZ	emartinez@fortlauderdale.gov

Q And A

Supplier	Question	Answer
Earth View, LLC	Considering the recent weather event, could the City extend the due date, please and thank you.	Bid Due Date has been extended to 10/25/24.
Exodigo, Inc	We've noticed that the solicitation document mentions "Part IV: Submittal Requirements," but this section seems to be missing from the materials we've received. Could you kindly provide this part or clarify where we might find it?	Section 1.2 - Point of Contact references "Part IV: Submittal Requirements," which should be disregarded as no such "Part IV: Submittal Requirements" exists in this solicitation.
Exodigo, Inc	Please see the attached question about the Bid Bond.	See Addendum 2.
Exodigo, Inc	Please see the attached question about pricing.	All bidder pricing shall conform to the City's line-item format. Any deviation shall result in the bidder being deemed non-responsive.

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Underground Utility Locating services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

This project is located at various locations in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, 811 assistance (for City owned water, sewer and stormwater infrastructure only), Utilities designation (for buried utilities with various owners) and Point excavation or "Potholing" (for buried utilities with various owners).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Erick Martinez at (954) 828-4019 or email at emartinez@fortlauderdale.gov. Such contact shall be for clarification purposes only.

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

1.3 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

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

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the [City's on-line strategic sourcing platform](#) well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to

submit a Bid 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 Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the [City's on-line strategic sourcing platform](#).

1.5 Electronic Bid Openings

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

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

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SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the [City's on-line strategic sourcing platform](#) and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the ITB. 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

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

2.4 Bidder's Costs

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

2.5 Pricing/Delivery

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

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. 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

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment, but they will not be considered in determination of award.

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 Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder 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 Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid 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 bidder an advantage or benefit not enjoyed by other bidders, 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 an ITB.

2.11.2 The City reserves the right to disqualify Bidder 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 Bidder.

2.12 Modification of Services

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

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 ITB, the Successful Bidder 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 Bidder 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 Bidder thirty (30) days written notice.

2.12.4 If the Successful Bidder 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 Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract

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

2.14 Sample Contract Agreement

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

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of 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

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

To be eligible for award of a contract in response to this solicitation, the Bidder must possess at time of bid submittal:

Qualified Utility Specialist who has performed underground utilities location work as described herein for a minimum of three (3) years and is under the direction of a professional Engineer.

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.

2.17.1 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.

2.17.2 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.

2.17.3 SPECIFIC EXPERIENCE REQUIRED

The following expertise is required to be considered for this Contract. Specific references attesting to this expertise must be submitted with the bid response.

The contractor shall have at least five (5) years previous construction experience in vacuum excavation methods to locate and expose underground utility overlain by unimproved surface (e.g., unpaved swale), and mark the location and record other information regarding said utility as specified, minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

NOTE: REFERENCES SHALL NOT INCLUDE ONLY CITY OF FORT LAUDERDALE EMPLOYEES OR WORK PERFORMED FOR THE CITY. THE CITY IS ALSO INTERESTED IN WORK EXPERIENCE AND REFERENCES FROM ENTITIES OTHER THAN THE CITY OF FORT LAUDERDALE.

By signing this bid solicitation, contractor is affirming that this expertise will be provided for this Contract at no additional charge.

2.18 Lobbying Activities

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

2.19 Local Business Preference

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

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

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and

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

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

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

2.19.5 Definitions

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

2.20 Disadvantaged Business Enterprise Preference

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

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

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri- County, as the

case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

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

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

2.20.5 Definitions

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

2.21 Protest Procedure

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

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

2.22 Public Entity Crimes

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not

submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

2.23 Subcontractors

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

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

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

2.24 Bid Security

2.24.1 A bid security payable to the City of Fort Lauderdale shall be submitted with the bid response in the amount of five percent (5%) of the total bid amount. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful contractor as soon as practicable after opening of bids. Bid security will be returned to the successful Bidder 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 ITB.

2.24.2 The [City's on-line strategic sourcing platform](#) allows bidders to submit bid bonds electronically directly through the system using **Surety 2000**.

2.24.3 The bidder may choose to mail their original executed bid bond or upload the bid bond on the [City's on-line strategic sourcing platform](#) to accompany their electronic bid and then deliver the original, signed, and sealed bid bond within five (5) business days from the

solicitation end date or it will be determined as non-responsive. A bid security in the form of a cashier's check must be an original document and must be submitted at time of the bid 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 deadline.

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

2.24.5 Failure of the successful Bidder to execute a contract 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 bid 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 – Not Applicable.

2.26 Insurance Requirements

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Professional Liability / Errors & Omissions

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

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such

notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability/Errors & Omissions.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for 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 FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the bid 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 Insurance – Sub-Contractors

Contractor shall require all its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.28 Insurance for Collection of Credit Card Payments

The successful Contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

2.29 Award of Contract

Contractor must bid on all items. Partial bids will not be considered.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

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 Bidder(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 Bidder, at the sole and absolute discretion of the in the City.

AND

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.

2.30 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.

2.31 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.

2.32 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:

2.32.1 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;

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

2.32.3 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

2.32.4 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.

2.33 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.

2.34 News Releases/Publicity

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

2.35 Approved Equal or Alternative Product Bids – Not applicable.

2.36 Contract Period

The initial contract term shall commence upon final execution of the contract by the City and shall expire **two (2)** years from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for **two (2)** additional **one (1)** year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.37 Cost Adjustments – Not applicable.

2.38 Service Test Period

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

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

2.39 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.

2.40 Contractor Performance Reviews and Ratings

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

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

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

2.41 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.

2.42 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of 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.

2.43 Condition of Trade-In Equipment – Not applicable.

2.44 Conditions of Trade-In Shipment and Purchase Payment – Not applicable.

2.45 E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2.45.1 The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.

2.45.2 The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

2.45.3 A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

2.45.4 Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

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

2.46 Service Organization Controls – Not applicable.

2.47 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.

2.48 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.49 Bid Tabulations/Intent to Award

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

2.50 Public Records

All bids will become the property of the City. The Bidder's response to the ITB 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 (2023) ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes (2023). Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, 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 Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder 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 Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

2.51 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.

2.52 Foreign Countries of Concern

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2023), as may be amended or revised.

2.53 Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2023), as may be amended or revised.

2.54 Jurisdiction, Venue, Waiver, Waiver of Jury Trial

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

2.55 Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to

have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel.

2.56 Non-Discrimination

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

- 2.56.1** The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
- 2.56.2** The Contractor certifies and represents that it will comply with Section 2- 187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").
- 2.56.3** The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- 2.56.4** The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- 2.56.5** The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

END OF SECTION

SECTION III - SCOPE OF SERVICES

ANNUAL UTILITY DESIGNATION SERVICES AND POINT EXCAVATION (POTHOLING)

1. OVERVIEW:

- 1.1. **811 assistance (for City owned water, sewer and stormwater infrastructure only):** The Contractor shall indicate in the field the horizontal location, size and type of pipe via use of industry standard paint marks and provide a written report regarding collected information about the utility(s) and site conditions found. The report shall include plan sheets approved by the City and layouts in CAD Survey form.
- 1.2. **Utilities designation:** The Contractor shall indicate in the field the horizontal location, size and type of pipe via use of industry standard paint marks and provide a written report regarding collected information including utility ownership about the utility(s) and site conditions found. The report shall include plan sheets approved by the City and layouts in CAD Survey form.
- 1.3. **Point excavation (Potholing):** The Contractor shall provide nondestructive digging – including, but not limited to vacuum excavating and/or utility designation services as directed by the City, for the purpose of locating, measuring the depth, measuring the size and identifying the material of underground utilities in City selected locations. The horizontal and vertical location, material, size and type of pipe shall be provided to the City by the Contractor in a report including plan sheets approved by the City, and layouts CAD Survey form.

2. SCOPE OF SERVICES:

- 2.1. **Objective:** The Contractor shall provide nondestructive digging – including, but not limited to vacuum excavating and/or utility designation services as directed by the City, for the purpose of locating and identifying existing underground utilities. The Contractor shall indicate in the field, the horizontal location; size and type of pipe via use of industry standard paint marks and provide a written report regarding additional information about the utility(s) and site conditions found. The horizontal and vertical location, material, size and type of pipe shall be provided to the City by the Contractor in report form, on plan sheets provided by the City, and in CAD Survey form.
- 2.2. **Basic Point Excavation (Potholing) Services to be Provided:** The Contractor shall employ personnel who are competent and experienced in providing the above stated services, and provide all the equipment and material, to provide services that are equal to the practice prevalent by Contractors performing the same work and commensurate with the magnitude and intricacy of the work under consideration. An English speaking site manager shall be on site at all times. These basic services shall be so complete that it will not be necessary for the City to supplement any of the operation by its own personnel, except as noted.

The **Contractor** shall:

1. Review plans for locations designated by the City and obtain utility companies' records as required.

2. Obtain all necessary permits to allow the Contractor to locate and mark the location of the existing subsurface utilities.
3. Coordinate with utility companies and permitting agencies as required by these specifications and as required by law.
4. Identify all utility owners in the assigned area.
5. Provide the appropriate agency with at least two (2) business days notice prior to performing work within that agency's jurisdiction (e.g., City, Broward County, FDOT).
6. Develop and provide an approved Maintenance of Traffic (MOT) plan as required at each site in accordance with Florida Department of Transportation Standards, and the U.S. Department of Transportation Standards as stipulated in the Manual on Uniform Traffic Control Devices. The Contractor shall provide all traffic control, labor and equipment. All traffic control plans shall be prepared by a certified Traffic Control Supervisor.
7. Provide all services necessary to, and obtain, all required permitting, to perform the work.
8. When excavation is performed in paved areas, neatly cut and remove existing paving. Cut area shall not exceed 225 square inches. The excavation shall enable vertical as well as horizontal exploration through the cut. When excavating within the jurisdiction of Broward County, the standards of the Broward County Engineering Department shall prevail. When excavating within the jurisdiction of the Florida Department of Transportation, the standards of the Florida Department of Transportation shall prevail.
9. Excavate in such a manner as to prevent any damage to utility wrappings, coating, or other protective covering, such as by a non-destructive method including vacuum excavation method, careful hand digging, etc.
10. Be responsible for any damage incurred because of the excavation work.
11. Backfill and compact excavation in not greater than 12-inch lifts with select materials, or as required by the applicable agency, appropriate to the surrounding location. The material shall be free from debris, deleterious materials, organic material and lumps, and shall contain no particles larger than $\frac{3}{4}$ inches diameter.
12. Provide the permanent restoration of the pavement within the limits of the original cut to the same type of pavement as excavated, and in accordance with the local jurisdiction. Structural integrity of the restored pavement shall be guaranteed for a period of one-year following the restoration. If the excavation is performed in a surface that is not paved, then the disturbed area shall be restored to the same condition as prior to the excavation.
13. In the field, indicate the horizontal location of the utility(s) by painting an indicator mark on a paved surface directly over the utility(s) (or on a nearby paved surface with appropriate reference markings if utility(s) is not directly under pavement). The Contractor shall use the standard color code for markings used by the Florida Utility Notification Center, with a unique identifying symbol to distinguish Contractor's markings from those that may be provided by others. The size and type of the utility shall also be indicated adjacent to the location mark.

14. Provide in written form the size, type, and material of the utility(s), and the horizontal and vertical locations of the utility(s). These locations shall be given in terms relative to the baseline/benchmarks established by the City, and/or relative to existing ground level and landmarks (e.g. depth to top of pipe, distance from edge of pavement). The required format will be specified to the Contractor by the City at the time the pothole is requested, and the Contractor shall provide this information.
 - Horizontal and vertical location of top and/or bottom of utility referenced to project datum, tie all vertical control to NGVD 1929;
 - The elevation of existing grade over utility at test hole referenced to project datum;
 - The outside diameter of utility, its material type, and configuration of none-encased multi-conduit systems, including compositions, when reasonably ascertainable;
 - Paving thickness and type, where applicable;
 - General soil type and site conditions; and
 - Other pertinent information reasonably ascertainable from test hole site.
15. Clean-up work site to equal or better condition than before the excavation.
16. Close out permits as required.
17. Provide all necessary support personnel to secure and convey the data outlined in this section.

- 2.3. **Basic Underground Utilities Designation Services to be Provided:** The Contractor shall employ personnel who are competent and experienced in providing the above stated services, and all equipment (electronic utility locating devices / GPR) and material, to provide services that are equal to the practice prevalent by Contractors performing the same work and commensurate with the magnitude and intricacy of the work under consideration. An English-speaking site manager shall be on site at all times. These basic services shall be so complete that it will not be necessary for the City to supplement any of the operation by its own personnel, except as noted.

The services will include, but not be limited to, the following:

Utility Designation

1. Obtain all necessary permits from City, County, municipalities, or other applicable jurisdiction to work in existing streets, roads, etc., for the purposes of marking the location of existing utilities.
2. Secure all utility "as-built" plans, plats, and other data as necessary to identify and locate existing utilities. Designate, record, and mark the approximate horizontal location of existing utilities and their major laterals to existing buildings by a method approved by the client's Project Manager.
3. The surface designating location shall be within one (1) foot of the true underground position of the utility.

4. Provide all signs and safety devices and/or equipment, including flag persons to control traffic.
5. Provide all necessary support personnel to secure and convey the data outlined in this section.

- 2.4. **Time of Completion of Work:** The nature of the work requires that Contractors are familiar with the area, possess a high degree of local information, and have local facilities staffed throughout the normal 8-hour workday, at least five (5) days per week, to meet the time schedule imposed.

Approximately one week's notice will typically be provided by the City for routine work requests. Within 1-week of receipt of work notice, the Contractor shall demonstrate to the Project Manager the complete submission to the appropriate agency of the applicable permitting requirements. Following receipt of approved work permits, the contractor shall mobilize and perform the work as follows:

No. of Working Days	No. of Excavations
5	2-10
10	11-25
>10 (to be negotiated at 6 holes per day per truck with a minimum of 2 trucks)	26 or more

A limited number of prioritized work requests (not expected to exceed 5% of total workload) may be issued, for which a shorter completion period of two working days may be required. Those will be scheduled on a case-by-case basis as the need arises.

The Contractor is considered notified, when he/she first receives from the City, a work request identifying the utility to be located and the point at which the utility will require location. The field location work is considered completed at the time the Contractor completes the basic services identified above.

Following the field work completion of a location, the Contractor shall provide the City with a verbal / email report at the time of completion and the formal, full written report within five (5) working days. Each report must include the correct City Project number and name, and the work request number, as well as the Contractor's name and date completed. Failure to include this information on each report may result in rejection of the payment request for that report. Repeated offenses may be deemed sufficient reason for cancellation of the contract.

- 2.5. **Compliance:** The contractor shall comply at all times with applicable Federal, State and local laws, provisions and policies governing safety and health. This includes Title 29, Code of Federal Regulations, Part 1910 and 1976, Occupational Safety and Health Regulations, including confined space entry requirements for General Industry and Construction, including any subsequent revisions and updates. In order to safely conduct the public through the work area, full compliance with current Department Roadway and Traffic Design Standards (600 Series), and current maintenance of training is a minimum requirement.

- 2.6. **Maintenance of Records:** The contractor shall maintain all books, documents, papers accounting records and other evidence supporting cost incurred and shall make such material

available at its offices at a reasonable time during the contract and for three (3) years from the date of final payment under the contract for inspection by the City.

- 2.7. **Vehicles:** Vehicles shall be equipped with appropriate safety equipment and must be able to effectively carry out the requirements of this contract. Vehicles shall have the name and phone number of the Contractor visibly displayed on both sides of the vehicle.
- 2.8. **Work Orders:** Work under this contract will be assigned on the basis of Work Orders, which will identify a Project Number to be associated with the individual Work Order, a description of the work to be performed, and a limiting value on the work to be performed. The contractor shall include the designated Project Number in all subsequent reports, documentation and invoicing concerning the Work Order. Should additional work be required to complete the assignment, written notification and explanation shall be provided to the City before additional work is performed, and supplemental written authorization obtained from the City before any such additional work is performed. The cumulative value of the individual Work Orders shall not exceed the value of the contract unless additional written authorization is received in advance.

END OF SECTION



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

Event 355
Underground Utility Locating Services
ISSUED: October 15, 2024

This addendum is being issued to make the following change:

1. The **Bid Due Date** is hereby extended to **Friday, October 25, 2024, 2:00pm**, local time.

All other terms, conditions, and specifications remain unchanged.

Erick Martinez
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



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ADDENDUM NO. 2

Event 355
Underground Utility Locating Services
ISSUED: October 23, 2024

This addendum is being issued to make the following change:

1. The following section is hereby updated as stated below.

2.24 Bid Security – Not applicable.

All other terms, conditions, and specifications remain unchanged.

Erick Martinez
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



ADDENDUM NO. 3

Event 355
Underground Utility Locating Services
ISSUED: October 24, 2024

This addendum is being issued to make the following changes:

1. In the previous addendum, the Bid Security requirement was removed from this solicitation. However, the City's online strategic sourcing system, Infor, is not allowing for the removal of this option. Therefore, as a work-around, please upload Addendum 2 in place of the Bid Bond document to allow bids to be submitted.
2. The **Bid Due Date** is hereby extended to **Wednesday, October 30, 2024, 2:00pm**, local time.

All other terms, conditions, and specifications remain unchanged.

Erick Martinez
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



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ADDENDUM NO. 4

Event 355
Underground Utility Locating Services
ISSUED: October 30, 2024

This addendum is being issued to make the following change:

1. The **Bid Due Date** is hereby extended to **Wednesday, November 6, 2024, 2:00pm**, local time.

All other terms, conditions, and specifications remain unchanged.

Erick Martinez
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Event # 355-4
Underground Utility Locating Services
Questions and Answers

Question	Response	Supplier	Supplier Name	Supplier Contact Name	DateReceived	AnswerPostDate
Considering the recent weather event, could the City extend the due date, please and thank you.	Bid Due Date has been extended to 10/25/24.	2771	Earth View, LLC	Allison Murrell	10/14/2024 11:44:46 AM	10/15/2024 10:33:13 AM
We've noticed that the solicitation document mentions "Part IV: Submittal Requirements," but this section seems to be missing from the materials we've received. Could you kindly provide this part or clarify where we might find it?	Section 1.2 - Point of Contact references "Part IV: Submittal Requirements," which should be disregarded as no such "Part IV: Submittal Requirements" exists in this solicitation.	3866	Exodigo, Inc	Lindsey Collins	10/14/2024 05:24:42 PM	10/23/2024 01:04:50 PM
Please see the attached question about the Bid Bond.	See Addendum 2.	3866	Exodigo, Inc	Lindsey Collins	10/14/2024 05:31:49 PM	10/23/2024 11:44:04 AM
Please see the attached question about pricing.	All bidder pricing shall conform to the City's line-item format. Any deviation shall result in the bidder being deemed non-responsive.	3866	Exodigo, Inc	Lindsey Collins	10/14/2024 05:32:25 PM	10/23/2024 11:47:36 AM