

**AGREEMENT FOR  
NET ZERO PLAN FOR THE CITY OF FORT LAUDERDALE**

THIS AGREEMENT for Net Zero Plan for the City of Fort Lauderdale ("Agreement"), made this 17<sup>th</sup> day of November 2023, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and WSP USA Inc., a New York corporation authorized to conduct business in the State of Florida ("Contractor"), whose principal address is One Penn Plaza 4<sup>th</sup> Floor, New York, New York 10119 Email: jonathan.dickinson@wsp.com; Phone: 212-465-5789, (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to provide to the City a Net Zero Plan (the "Work"), and the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

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

- (1) Solicitation Event No. 95 - Net Zero Plan for the City of Fort Lauderdale, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated June 13, 2023, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated November 17, 2023 and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.

**II. SCOPE**

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

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial term of this Agreement shall commence on September 19, 2023, and shall end on September 18, 2024. The City reserves the right to exercise an option to renew the contract for an additional year if additional time is required at no cost to the City for Contractor to complete the services. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit proper invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by



the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## **VI. GENERAL CONDITIONS**

### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### **B. Intellectual Property**

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

### **C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is

necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

#### **D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

#### **E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

#### **F. Insurance**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and

that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for Contractual Liability and Independent Contractors.

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

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.

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

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

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

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

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

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

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

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

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

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

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

#### **G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### **H. Standard of Care**

Contractor represents that it is qualified to perform the Work, that Contractor and subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

#### **I. Rights in Documents and Work**

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

#### **J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2023), as may be amended or revised, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

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

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

#### **K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

#### **L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the

Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

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

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

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

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

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

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



any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractors' use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

**O. Conflicts**

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

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

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

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

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

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

**R. Compliance With Laws**

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

**S. Severance**

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

**T. Limitation of Liability**

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

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2023), as may be amended or revised.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT**

**ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

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

**X. Payable Interest**

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

**Y. Representation of Authority**

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

**Z. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire,

flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

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

**AA. Scrutinized Companies**

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel.

**BB. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

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

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

**CC. Non-Discrimination**

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

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**DD. E-Verify**

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

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

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

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

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

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

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

ATTEST:



David R. Solomon, City Clerk

CITY OF FORT LAUDERDALE, a Florida municipality

By: \_\_\_\_\_

Greg Chavarria  
City Manager

Date: \_\_\_\_\_

11/17/23

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

By: \_\_\_\_\_

Rhonda Montoya Hasan  
Assistant City Attorney

**CONTRACTOR**

WITNESSES:

WSP USA INC., a New York corporation  
authorized to conduct business in the State  
of Florida

Katelyn Mahoney  
Signature

Katelyn Mahoney  
Print Name

Shuchita Jain  
Signature

Shuchita Jain  
Print Name

By: [Signature]  
Jonathan Dickinson, Vice President

(CORPORATE SEAL)

STATE OF NEW JERSEY :  
COUNTY OF HUDSON :

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization, this 25<sup>th</sup> day of OCTOBER, 2023, by Jonathan  
Dickinson as Vice President for WSP USA INC., a New York corporation authorized to  
conduct business in the State of Florida.

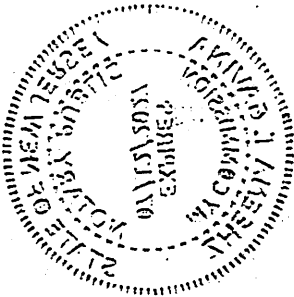
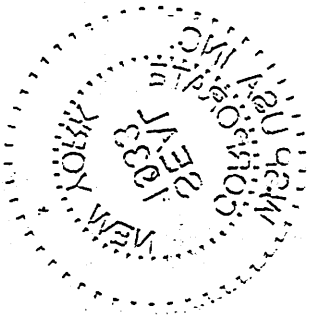
[Signature]  
(Signature of Notary Public – State of NJ)

Print, Type or Stamp Commissioned Name  
of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced NY DRIVERS LICENSE # 185 419 479

**ZHEENA T. GAVINA**  
Notary Public, State of New Jersey  
Comm. # 50064062  
My Commission Expires 07/12/2027





NEW YORK  
COMMUNICATIONS  
SECTION  
JAN 1 1931



## Event # 95-0

**Name:** Net Zero Plan for the City of Fort Lauderdale

**Description:** The City of Fort Lauderdale is soliciting Professional Consulting Services to develop a Roadmap to Net Zero Plan that will identify a pathway to achieve the City's net-zero greenhouse gas emissions goals through feasible yet ambitious actions.

**Buyer:** Platkin, Laurie

**Status:** Pending Event Approval

**Event Type:** RFP

**Currency:** USD

**Sealed Bid:** Yes

**Respond To All Lines:** Yes

**Q & A Allowed:** Yes

**Number Of Amendments:** 0

**Display Bid Tabulation:** Display When Event Awarded And Closed

## Event Dates

**Preview:**

**Q & A Open:** 05/19/2023 06:00:00 PM

**Open:** 05/19/2023 05:00:00 PM

**Q & A Close:** 06/06/2023 05:00:00 PM

**Close:** 06/13/2023 02:00:00 PM

**Dispute Close:**

## Questions

Question	Response Type	Attachment
Did you review and sign all the required forms?	Yes No	Event 95 - Required Forms.pdf

## Attachments

Name	Attachment
Event 95 - Solicitation	Event 95 - Solicitation_V4.pdf

## Commodity Codes

## Event # 95-0: Net Zero Plan for the City of Fort Lauderdale

Commodity Code	Description
918-43	Environmental Consulting
926	ENVIRONMENTAL AND ECOLOGICAL SERVICES
926-42	Environmental Services (Not Otherwise Classified)
926-52	Impact Studies, Environmental
926-72	Planning and Advisory Services, Environmental

### Line Details

## Line 1: NET ZERO PLAN TOTAL PROJECT COST

**Description:** Combined total of Tasks 1-6

**Item:** NET ZERO PLAN TOTAL PROJECT COST    NET ZERO PLAN TOTAL PROJECT COST

**Commodity Code:** 926    ENVIRONMENTAL AND ECOLOGICAL SERVICES

**Quantity:** 1.0000

**Unit of Measure:** DO

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

### Line 1 Questions

Question	Response Type	Attachment
Did you fill out and sign all the required forms?	Yes No	Event 95 - Required Forms.pdf

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced, and licensed firm(s) to prepare a Net Zero Plan for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

### 1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Laurie Platkin at (954) 828-5138 or email at [lplatkin@fortlauderdale.gov](mailto:lplatkin@fortlauderdale.gov). Such contact shall be for clarification purposes only.

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

### 1.3 Pre-proposal Conference and Site Visit

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

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

### 1.4 City's On-Line Strategic Sourcing Platform

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

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

**1.5 Electronic Bid Openings/Proposal Closings**

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

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

*END OF SECTION*

## **SECTION II - SPECIAL TERMS AND CONDITIONS**

### **2.1 General Conditions**

RFP General Conditions (Form G-107, Rev. 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 City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### **2.3 Changes and Alterations**

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

### **2.4 Proposer's Costs**

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

### **2.5 Pricing/Delivery**

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

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

### **2.6 Price Validity**

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

### **2.7 Invoices/Payment**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made

within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

**2.8 Related Expenses/Travel Expenses**

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

**2.9 Payment Method**

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

**2.10 Mistakes**

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

**2.11 Acceptance of Proposals / Minor Irregularities**

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

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

**2.12 Modification of Services**

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

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

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

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

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

**2.13 Non-Exclusive Contract**

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

**2.14 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

**2.15 Responsiveness**

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

**2.16 Responsibility**

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

**2.17 Minimum Qualifications**

Proposers shall be in the business of providing consulting services including preparing greenhouse gas reduction plans 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 preparing greenhouse gas reduction plans for local governments Project manager assigned to the work must have



experience in greenhouse gas inventories and net zero planning and have served as project manager on similar projects.

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

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

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

**2.18 Lobbying Activities**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & 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 on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

**2.19 Local Business Preference**

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

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

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

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

**2.19.4** The complete local business preference ordinance may be found on the City's web site at the following link:

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COO\\_R\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COO_R_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR)

### **2.19.5 Definitions**

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

### **2.20 Disadvantaged Business Enterprise Preference**

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

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

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

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

**2.20.4** The complete disadvantaged business preference ordinance may be found on the City's web site at the following link:  
<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

### **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 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:  
<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

**2.21.2** The complete protest ordinance may be found on the city's web site at the following link:  
[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD ARTVFI DIV2PR S2-182DIREPRAWINAW](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

## **2.22 Public Entity Crimes**

Proposer, by submitting a proposal, certifies that neither the Proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

## **2.23 Subcontractors**

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

candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

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

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

**2.24 Proposal Security – N/A**

**2.25 Payment and Performance Bond – N/A**

**2.25 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:

**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 municipal corporation, 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 the 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.

**Business Automobile Liability**

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

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

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. 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.

The Contractor waives, and the Contractor shall ensure that the 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.

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

**2.26.4 Insurance Certificate Requirements**

- a. The 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. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice.

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

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

- 2.26.5** The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

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

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

**2.27 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 made without prior City approval.

**2.34 Manufacturer/Brand/Model Specific Request – N/A**

**2.35 Contract Period**

The initial contract term shall commence upon the date of award by the City or August 15, 2023, whichever is later, and shall expire one (1) year from that date. The City reserves the right to extend the contract for one (1) additional one-year term, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 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.

**2.36 Cost Adjustments**

Prices quoted shall be firm for the initial contract term of three year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.



Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

**2.37 Service Test Period – N/A**

**2.38 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.

**2.39 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 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.

**2.40 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.

**2.41 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.

**2.42 Condition of Trade-In Equipment – N/A**

**2.43 Conditions of Trade-In Shipment and Purchase Payment – N/A**

**2.44 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.

**2.45 Service Organization Controls**

The Contractor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

**2.46 Warranties of Usage**

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

**2.47 PCI (Payment Card Industry) Compliance - N/A**

*END OF SECTION*

## **SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

**3.1 Project Title:** Net Zero Plan for City of Fort Lauderdale

**3.2 Project Location:** In the City of Fort Lauderdale within Broward County, Florida

### **3.3 Background**

Fort Lauderdale is known as the Venice of America because of its abundant access to local waterways and beaches, drawing millions of tourists each year and a growing year-round population. However, this benefit also puts the City on the frontlines of climate change impacts and makes it vulnerable to accelerating sea-level rise and other climate change related impacts. Therefore, the City has prioritized addressing climate change for over a decade now, integrating considerations into its vision plan, strategic plans, and other planning efforts.

In 2010, the City committed to addressing the challenges of climate change with its first *Sustainability Action Plan (SAP)* and greenhouse gas (GHG) emissions inventory. That plan set goals to reduce GHG emissions 20% by 2020. Since then, the City of Fort Lauderdale has made considerable progress towards reducing its environmental impacts, completing the majority of the SAP actions (66%), and as of 2019 achieving 11.91% GHG reductions in the community and 19.4% in government operations. The most significant factors that contributed to these GHG reductions included substantial cleaner energy generation from the electrical utility, increased efficiency in buildings, and reduction in fuel consumption related to transportation as well as completion of SAP action items.

For the next phase in the City's efforts to address climate change, a new set of goals and actions were established in the City's *Advance Fort Lauderdale Comprehensive Plan* setting GHG reduction goals of 80% by 2050. In addition, in December 2021, the City Commission ratified net-zero greenhouse gas emissions goals for both the City's government (2040) and the community it serves (2050). The purpose of this plan will be to develop realistic strategies to achieve these net-zero goals.

### **3.4 Project Description**

With the sunset of the 2011 SAP and the adoption of new GHG reduction goals, the City of Fort Lauderdale is soliciting Professional Consulting Services to develop a Roadmap to Net Zero Plan (Plan) that will identify pathways to achieve the City's net-zero greenhouse gas emissions goals through feasible yet ambitious actions. The Plan will address both GHG emissions from government operations and from the City as a whole. The plan will model multiple GHG reduction strategies and recommend prioritized feasible actions aligned with City's needs, values, and resources and general cost estimates to implement each strategy. Plan development will include reviewing existing City goals, plans and data; collecting input from internal and external stakeholders; developing a draft plan; obtaining input on that draft, and then finalizing the Plan. The Plan will provide an ambitious but viable pathway for the City to achieve its net-zero goals. The Plan will recognize that achieving net zero is not entirely within the City's control and will require actions by other multiple third-party stakeholders and technological advances.

The Consultant will obtain background information; seek input from stakeholders internal and external; review existing City plans and goals; review existing GHG inventories; review City resources and opportunities and challenges; provide a draft written report outlining actionable strategies to achieve the City's net zero goals and develop interim GHG reduction goals.

### **3.5 Scope of Work: Tasks and Deliverables**

#### **3.5.1 Task 1: Project Management**

##### **A. Description: The Consultant shall:**

1. Provide lead technical direction and oversight for the development and preparation of a roadmap to net zero Plan.
2. Use project management best practices to manage this project successfully, including preparing and conducting project meetings throughout the project duration, initiating, planning, executing, controlling, and closing out the project in a timely manner.
3. Use its experience and knowledge of GHG mitigation strategies to guide the City in the development and adoption of the Plan.

##### **B. Designate Consultant Project Manager:**

1. Assign and supervise project staff, prepare and monitor work schedule and budgets, actively communicate with the City's project team on upcoming project activities, provide contract administration, and prepare monthly invoices based on hours worked towards project tasks.
2. Internal technical direction and project planning activities are included in this task.
3. Consultant shall maintain frequent communication with the City's Project Manager.

##### **C. Develop and Maintain Project Management Portal:**

1. The Consultant shall create a project management web portal with the City that shall be managed by the Consultant's Project Manager or designee.
2. The site shall contain project schedule/ milestones, action items list, status updates, project-related documents, deliverables, and team contact information.
3. The site shall be customized to meet the needs of the project and should take the place of a static Project Management Plan.

##### **D. Develop Project Plan and Timeline: The Consultant shall develop a written project plan and timeline identifying key milestones and deliverables.**

##### **E. Identify Data Needs: The consultant will prepare a request for information (RFI) for data and information needed to complete subsequent tasks for this project.**

##### **F. Deliverables: The Consultant shall provide:**

1. Technical Memo Outlining Project Management Approach and project timeline;
2. Initial request for information; and
3. Agendas and minutes for all meetings.

### **3.5.2 Task 2 –Existing Conditions Review & Emissions Modelling**

#### **A. Description:**

1. Consultant will research relevant data, policies, and plans in coordination with City project lead(s), complete a SWOT (strengths, weaknesses, opportunities, threats) analysis of the City's plans, policies, and procedures organized by emissions source categories for City operations and citywide, e.g., building, transportation, and waste.
2. The review shall evaluate existing gaps with the City's greenhouse gas inventory, climate change mitigation initiatives, opportunities for improvement, and challenges likely to be encountered during plan implementation, including budget allocations, political will, legal restrictions, staffing levels and expertise, and regulatory administration.
3. The analysis shall include sector-specific projections of future GHG emissions (with 2030, 2040, and 2050 benchmark years) taking into account expected population and economic growth for the city, existing and planned policies and actions at city, regional, state, and national scales; and future climate change impacts upon GHG emissions.
4. The GHG modeling will consider multiple future emissions scenarios including business as usual and GHG reductions scenarios.
5. The Consultant shall review and align this Plan with key City and regional plans including but not limited to:
  - a. Fast Forward 2035 Vision Plan
  - b. Press Play 2024 Strategic Plan
  - c. Advance Fort Lauderdale 2040 Comprehensive Plan
  - d. Net Zero greenhouse gas goals
  - e. 2019 GHG inventory
  - f. Neighbor surveys
  - g. Public Works Master Plans
  - h. Transportation Plans
  - i. Urban Design Master Plans
  - j. Design and Construction Manual
  - k. Parks Master Plan
  - l. SFRCC Regional Climate Action Plan 3.0

#### **B. Deliverables**

1. Technical Memorandum outlining data collected;
2. Review of existing GHG inventories;
3. Modelling of future emissions scenarios; and key conclusions from the analysis.

### **3.5.2 Task 3 – Branding**

#### **A. Description:** The Consultant shall:

1. Develop a branding strategy for the Roadmap to Net Zero Plan initiatives.
2. Review existing brands associated with current environmental and climate change mitigation initiatives in the City, both within and outside of city government.

3. Create a short summary describing these brands and best practice brands from outside the City and present them to City staff.
4. Make recommendations for branding the Plan to maximize engagement of the public and benefits to the City.
5. Include recommendations on co-branding strategies, methods of communicating the brand to the public, and opportunities for increasing City Plan awareness.

**B. Deliverables:**

1. Memo and documents recommending branding materials and outreach strategies.
2. Provide electronic copies of branding materials in multiple formats and variations ready to use in future outreach materials.

**3.5.3 Task 4 – Meetings and Stakeholder Input**

**A. Description:**

1. Task activities include meeting scheduling and coordination, preparing and submitting meeting agendas at least 24-hours in advance of meetings, preparing presentations (as necessary), facilitating meetings, and preparing and distributing meeting minutes.
2. All meeting documentation shall be shared through and posted on the project data portal.
3. At a minimum, the following in person meetings are required:
  - a. Monthly Project management progress meetings;
  - b. Workshop: Internal Kick-off/Plan Development;
  - c. Meetings: Internal stakeholder input (up to 5 meetings)
  - d. Meetings external stakeholder input; (up to 7 meetings) – including the following Sustainability Advisory Board, Council of Civic Associations, and one meeting per Commission District.
  - e. Workshop: Initial community input;
  - f. Workshop: Plan finalization;
  - g. Meeting: presentation of final plan to Sustainability Advisory Board
  - h. Meeting: presentation of final plan to City Commission at Conference
  - i. Meeting: Resolution presentation for questions

- B.** External stakeholder meetings will seek participation from historically redlined communities, communities with the highest energy burden, communities that are disproportionately more vulnerable to climate change impacts, places of worship, the business community including small businesses and minority-owned business, environmental justice advocacy groups, Florida Power and Light, Florida Department of Transportation, and other identified stakeholders. Internal stakeholder meetings will include the Public Works Department including its Utility, Engineering, and Sustainability Divisions; Parks and Recreation Department; Development Services Department; Fort Lauderdale Executive Airport; Transportation and Mobility Department; Emergency Management; and others as determined by the City. City staff will aid with logistics, including suitable meeting locations, and invitations for the stakeholder meetings.

- C. Task activities will also include the creation of a website to post plan documents and solicit input. This will be a website external to the City's website for use during the duration of the project.

**D. Deliverables:** Vendor shall provide:

1. The City's Project Manager with an Agenda in at least 48 hours in advance of each meeting,
2. Meeting minutes within 2 business days after each meeting.
3. Website to post plans and collect input.

**3.5.5 Task 5 – Prepare Draft Net-Zero Plan**

**A. Description:** In consultation with staff, the Consultant will develop a draft of the Net-Zero Plan.

1. The plan will build on the information collected in the preceding tasks; will consider best practices for local government GHG reduction strategies; and will utilize modeling to estimate impacts of GHG reduction strategies.
2. At a minimum, the Plan will address GHG reductions in new and existing buildings, increased use of renewable energy sources, reduction of VMT, and increasing adoption of electric and alternative fuel vehicles.
3. The plan will build on best practices for GHG reductions in municipalities tailored to the circumstances of Fort Lauderdale.
4. The plan will develop ambitious but achievable climate change mitigation goals and prioritized actions to achieve those goals.
5. The plan will be consistent with best practices for local governments in net-zero efforts.
6. The plan shall set interim scientifically based GHG reduction goals.
  - a. Goals and initiatives shall build upon input and analysis from previous tasks, as well as other sources while aligning with the City's current plans and strategies.
  - b. Initiatives shall have the potential to reduce GHG emissions, and wherever possible also to increase resiliency and to address the triple bottom line.
  - c. This will include a mixture of actions where the City has direct control and where the City is seeking to influence the behavior and actions of third parties.
  - d. Actions may take many forms, including but not limited to adoption of ordinances and policies, retrofits of City facilities; programs, initiatives, and incentives to promote reduced carbon footprint in the community and government operations; and advocacy to third parties for regulations, programs, and policies.
7. The consultant will model the likely impacts of each action on GHG reductions.
8. Where appropriate, the consultant must consider likely technological advances that will be needed to achieve net zero goals.
9. The consultant will clearly indicate assumptions used in this plan.

**B. The consultant will develop a prioritization framework for recommended actions. For each action, the framework should consider the following:**

1. Contribution to GHG reductions
2. Initial costs, lifecycle costs, and return on investment

3. Alignment with other City strategic priorities particularly increasing resilience
  4. Responsible parties and key stakeholders
  5. Triple bottom line impact
  6. Logistical challenges
  7. Ability of City to directly influence outcomes
  8. Timeframe to complete
  9. Performance metrics
- C. The framework shall be developed and reviewed with staff prior to completion of the full draft document. To the degree feasible and appropriate, the framework elements shall be quantitatively rated.
- D. Goals and initiatives shall be specific, quantifiable, and trackable and be organized into short, medium, and long-term time frames.
1. Each initiative shall include related metrics, a baseline, target completion date, responsible parties, and an accompanying implementation plan as part of this task.
  2. This task shall be undertaken in close coordination with City staff.
- E. In coordination with City staff, the Consultant will develop an overall Implementation Plan for the recommended net-zero actions.
1. The Implementation Plan shall include prioritized goals with baselines, completion dates, performance measures, City budget recommendations, potential funding sources and a life cycle cost analysis.
  2. The plan shall be an overarching climate change mitigation plan for the City, and also organized by topic.
  3. The Plan shall be written in accessible, non-technical language, but will include supporting technical or quantitative documentation as appendices or supplements. The Consultant shall lead in the layout and design of the final plan and collaborate with City project leads to provide relevant maps and images for the final document.
  4. The Plan shall be an easily understood data-driven document that establishes a clear set of priorities and objectives consistent with City goals and provide a clear pathway to achieving the City's net zero goals.
  5. The main plan is not to exceed 60 pages of narrative and recommendations.
  6. Data collected and auxiliary exhibits may be included in a separate appendix.
  7. The consultant/firm will deliver the draft plan in Microsoft Word format for distribution to City staff for review and comment. The City Project Manager will consolidate comments and provide feedback and recommendations to the consultant/firm for inclusion in the final plan.
- F. The Plan's Table of Contents is generally expected to adhere to the following outline.
1. Modifications to this outline shall be approved by the City.
  2. **Table of Contents**
    - a. **Executive Summary** provides concise summary of the plan to be shared with policymakers and general public.



- b. **Chapter 1 – Background** describes the importance of reducing GHGs in the world and in the City of Fort Lauderdale, history of efforts to reduce GHGs in the City and region; best practices in local government, and alignment with other City strategic priorities; and consequences to the City of not supporting a net zero future.
- c. **Chapter 2 – Methods** describes technical aspects of Plan development, describes the City's GHG emissions including its 2019 inventory, future year emissions forecasts under multiple scenarios, and sets interim GHG reduction targets; and recommended improvements to GHG methodology; prioritization framework for recommended actions.
- d. **Chapter 3 – Roadmap to Net Zero Actions** presents the Plan's goals and actions needed to meet the interim and long-term GHG reduction targets and describes how the full list of Plan actions were prioritized to identify the top 20 for immediate implementation. All actions will be ranked based on a prioritization framework developed in this Task. Each action will be summarized and organized by impacted sector, benefits, responsible party, costs, and time frame. Each action considered will provide a description and quantification where appropriate for each framework element.
- e. **Chapter 4 – Monitoring Progress and Next Steps** provides a framework for how the City will track and report progress on the Plan's GHG targets and prioritized actions. In addition, the Chapter will include a brief description of the approaches the City can take to address any remaining emissions in 2050 to achieve carbon neutrality.
- f. **Appendix A – Action Prioritization Results** presents the full results of the process used to determine the Plan's prioritized actions and for each action the values of all the parameters used in the evaluation framework.
- g. **Appendix B – Implementation Roadmap** includes implementation next steps, City leads, community partners, costs, time frame, and tracking metrics for the Plan's prioritized actions.
- h. **Appendix C – GHG Calculators and Inputs** explains how the City's emission reduction pathway was developed and presents a table of Plan goals with corresponding GHG calculators, technology-based strategy inputs, and GHG reductions.

**G. Deliverables:** The Consultant will submit the following written documents to the City for Review and Approval

- 1. Draft Table of contents with planned subsections for each chapter and appendices;
- 2. Draft Roadmap to Net Zero Plan and (3) Draft Appendices.

### **3.5.6 Task 6 – Prepare Final Net-Zero Plan**

#### **A. Description:**

- 1. The consultant/firm will produce a final plan based on feedback and recommendations received in previous tasks.
- 2. The Consultant will submit the final plan electronically in Microsoft Word and in

PDF format for final staff review.

3. The City Project Manager will consolidate comments and provide feedback and recommendations to the consultant for inclusion in the final plan within 20 business days after receipt of the draft.
4. Upon receipt of staff comments, the Consultant will finalize the Plan for publication.
5. The consultant/firm shall deliver an electronic copy in Microsoft Word format of the final plan to the City.
6. The plan will then be presented to the SAB and the City Commission.
7. It will then be finalized for publication.

**B. Deliverables:** The consultant will deliver:

1. Final plan electronically in Microsoft Word and in PDF format for staff final review;
2. Electronic copies in Word and in pdf format of the published Plan after final review;
3. 50 printed and bound hard copies; and
4. Presentations to the Sustainability Advisory Board and the City Commission.

*END OF SECTION*

## SECTION IV – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the 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.
- 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 the 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, 100 N. ANDREWS AVENUE, 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 (2022), as may be amended or revised, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
  4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

#### **4.2 Contents of the Proposal**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated

herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

#### **4.2.1 Table of Contents**

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

#### **4.2.2 Executive Summary**

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

#### **4.2.3 Experience and Qualifications**

Indicate the firm's number of years of experience in providing professional services as it relates to 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 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 References**

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

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

**Note:** Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale. **It is the proposer's responsibility to ensure all information provided is current and accurate. Advanced notification to your references is encouraged.**

#### **4.2.6 Minority/Women (M/WBE) Participation**

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

#### **4.2.7 Subcontractors**

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

#### **4.2.8 Required Forms**

##### **A. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

##### **B. Cost Proposal**

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

##### **C. Non-Collusion Statement**

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

##### **D. Non-Discrimination Certification Form**

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

**E. Local Business Preference (LBP)**

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

**F. Disadvantaged Business Enterprise Preference (DBEP)**

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

**G. Contract Payment Method**

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

**H. E-Verify Affirmation Statement**

This form must be completed and returned with your proposal.

**I. 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.

**J. W-9 for Proposing Firm**

This form must be completed and returned with your proposal.

**K. Active Status Page from Division of Corporations – Sunbiz.org**

Provide PDF of the current page with your proposal.

*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/Proposal, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a

formal solicitation may be found at:

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at

954-828-5933.

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

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

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

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

### 5.2 Evaluation Criteria

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

Understanding of and approach to the scope of work	20%
Technical capabilities – analytical and modeling capacity related to greenhouse gas emissions, energy, and transportation systems	15%
Qualifications – Experience with similar projects, references, past performance, years in business	20%
Branding and communications skills – capacity to develop program branding and develop and facilitate stakeholder outreach	15%
Total Project Cost	30%
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>



### **5.3 Contract Award**

The City reserves the right to award a contract to that Consultant who will best serve the interests of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

*END OF SECTION*

**SECTION VI - COST PROPOSAL PAGE**

**Proposer Name:** \_\_\_\_\_

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

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

**Notes:**

Attach a breakdown of all costs by task, including but not limited to staff time and hours per task broken out by job titles. Labor breakdown shall include titles, hourly rates, and hours assigned per task.

1. Task 1 – Project Management Subtotal:	\$ _____
2. Task 2 - Existing Conditions Review & Emissions Modelling Subtotal:	\$ _____
3. Task 3 – Branding Subtotal:	\$ _____
4. Task 4 – Meetings and Stakeholder Input Subtotal:	\$ _____
5. Task 5 – Prepare Draft Net Zero Plan Subtotal:	\$ _____
6. Task 6 – Prepare Final Net Zero Plan Subtotal:	\$ _____
<b>Total Roadmap to Net Zero Plan Project Cost</b>	<b>\$ _____</b>

**Submitted by:**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

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

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

- 1.10 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:** It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set

aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.11 SCRUTINIZED COMPANIES:** As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2022), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

**1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

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

**Part II DEFINITIONS/ORDER OF PRECEDENCE:**

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

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

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

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

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

CONSULTANT – A firm providing professional services for the city.

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

**PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears

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

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

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

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:  
[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr)

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.
- Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.
- 4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

#### **PART V. PURCHASE ORDER AND CONTRACT TERMS:**

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

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

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

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

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

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

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

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





### **NON-COLLUSION STATEMENT**

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

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

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

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

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

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

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

#### **NAME**

#### **RELATIONSHIPS**

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

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Authorized Signature

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Title

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Name (Printed)

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Date



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

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

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

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

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

The Contract shall include provisions for the following:

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



### **CONTRACT PAYMENT METHOD**

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

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

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

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

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

\_\_\_\_\_ MasterCard

\_\_\_\_\_ Visa

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **LOCAL BUSINESS PREFERENCE**

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

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

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

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

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

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

**[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2\\_AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR)**

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

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



## LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

- (1) is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

- (2) is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

- (3) is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

- (4) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

- (5) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

- (6) is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

\_\_\_\_\_  
Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME SIGNATURE DATE



## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

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

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

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

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

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

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

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

### **Definitions**

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



## DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

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

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME SIGNATURE DATE



**E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: \_\_\_\_\_

Project Description:

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

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

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

Contractor/Proposer/ Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_

Date: \_\_\_\_\_



## CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

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

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

Company: (Legal Registration) \_\_\_\_\_ EIN (Optional): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Total Bid Discount (section 1.05 of General Conditions): \_\_\_\_\_

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

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

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

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

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

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## Event 95 - Q&A

NO.	QUESTION	ANSWER
1	<p>1a. What is the expected not to exceed cost or value?</p> <p>1b. Who are the selection committee members for this solicitation?</p>	<p>1a. The City has an allocated budget of up to \$150,000 for this project.</p> <p>1b. Todd Hiteshaw - Environmental Compliance Manager; Lorraine Tappen - Principle Urban Planner; and Stefan Perritano - Sustainability Coordinator</p>
2	<p>If a local service provider qualifies for Local Preference Points with core staff but has additional offices and staff located outside of the local territory, is it permissible to also utilize outside staff that bring specialized expertise?</p>	<p>There are different Classes for Local Business Preference. Depending on what Class you are claiming you may need to provide the necessary documentation to qualify your firm.</p> <p>1) 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.</p> <p>2) 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.</p> <p>3) 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.</p> <p>With this being said, it is permissible to also utilize outside staff that bring specialized expertise.</p>
3	<p>3a. In terms of branding, is the city expecting to receive finished logos, designs, slogans, artwork, and deliverable communications?</p> <p>3b. Or is the scope limited to branding strategies and concepts that would then be carried out by city staff?</p>	<p>3a. The deliverables should include finished logos, designs, and artworks for branding the plan and related materials. Slogans and deliverable communications are not required. 3b. As above, logos, designs, and artwork should be provided in addition to branding strategies and concepts.</p>
4	<p>Is the City flexible on the proposed 120 days to NTP timeframe? For an effective community, stakeholder engagement, and feedback integration into the final plan, additional time consideration is preferable.</p>	<p>Yes. The City will consider extending the timeframe. Proposers should note any recommended changes in timeline in their proposals.</p>
5	<p>Are firms permitted to be a part of multiple proposals as a sub and a prime?</p>	<p>Firms may be prime on only one application and could also be subs on multiple applications.</p>



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
954-828-5933 • Fax 954-828-5576 • [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## **ADDENDUM NO. 1**

RFP: Event 95

TITLE: Net Zero Plan for the City of Fort Lauderdale

ISSUED: June 9, 2023

This addendum is being issued to provide additional information to help aid proposers in providing their most accurate Statement of Work.

1. The attached report from 2014 is the most current information we could find that lists the City owned and operated buildings including their square footage.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin  
Senior Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## CITY OF FORT LAUDERDALE



## Facility FCIs (Part 1 of 2)

Department	Asset Name	Size	Year Built	Backlog Total	Current Replacement Value	FCI	% of Total Backlog
Parks & Rec	Bayview Park - Concession Bldg.	1,600 SF	2006	\$0	\$234,500	0.00	83%  Good
Parks & Rec	Beach Community Center	12,573 SF	2001	\$0	\$2,087,900	0.00	
Parks & Rec	Beach Maintenance Building	8,244 SF	1987	\$0	\$728,200	0.00	
Sustainability And Development	Building Services Center	43,000 SF	2005	\$0	\$9,270,000	0.00	
Parks & Rec	Carter Park - Annex/Library	1,818 SF	1986	\$0	\$350,000	0.00	
Parks & Rec	Coast Guard Auxiliary	2,400 SF	1967	\$0	\$215,800	0.00	
Parks & Rec	Croissant Park - Community Center	5,354 SF	2001	\$0	\$749,000	0.00	
Fort Lauderdale Executive Airport	Executive Airport - Administration Building	10,000 SF	2002	\$0	\$1,530,400	0.00	
Fire Department	Fire Station No. 29	10,291 SF	2010	\$0	\$2,283,500	0.00	
Fire Department	Fire Station No. 35	12,207 SF	2012	\$0	\$2,528,000	0.00	
Fire Department	Fire Station No. 46	10,817 SF	2013	\$0	\$2,165,300	0.00	
Fire Department	Fire Station No. 47	15,391 SF	2008	\$0	\$3,334,100	0.00	
Fire Department	Fire Station No. 49	12,170 SF	2010	\$0	\$2,700,437	0.00	
Public Works	Fiveash Wtp - Ammonia Bldg	2,500 SF	2006	\$0	\$524,500	0.00	
Public Works	Fiveash Wtp - Microwave Bldg.	504 SF	1970	\$0	\$36,068	0.00	
Parks & Rec	Floyd Hull Press/Concess/Restrm East	1,983 SF	2011	\$0	\$298,600	0.00	
Parks & Rec	Floyd Hull Restrm/Concession West	1,983 SF	2011	\$0	\$298,600	0.00	
Public Works	G. T. L. - Generator Bldg.	1,125 SF	1986	\$0	\$479,300	0.00	
Public Works	G. T. L. - Sludge Pump House #2	1,600 SF	1986	\$0	\$408,100	0.00	
Parks & Rec	Holiday Park - Concession Phase 2	2,210 SF	2000	\$0	\$267,100	0.00	
Parks & Rec	Hortt Community Center	1,989 SF	2012	\$0	\$415,600	0.00	
Parks & Rec	Lauderdale Manors Park - Pool Bldg.	955 SF	2001	\$0	\$74,600	0.00	
Parks & Rec	Lauderdale Manors Park - Rec. Center	4,399 SF	2001	\$0	\$667,000	0.00	
Parks & Rec	Palm Aire Village Park - Restrooms	1,080 SF	2002	\$0	\$163,300	0.00	
Transportation & Mobility	Parking Administration Bldg.	14,449 SF	1960	\$0	\$1,330,400	0.00	
Public Works	Parks Comp., Elec. Dist.	886 SF	1964	\$0	\$110,500	0.00	
Public Works	Parks Comp., Fuel	15,768 SF	1996	\$0	\$99,200	0.00	
Public Works	Parks Comp., Vehicle Wash	1,000 SF	1996	\$0	\$63,900	0.00	
Public Works	Peele Dixie Mtp Chemical Bldg	5,079 SF	2007	\$0	\$1,117,400	0.00	
Public Works	Peele Dixie Mtp Generator Bldg	1,608 SF	2007	\$0	\$341,300	0.00	
Public Works	Peele Dixie Wtp - Fpl Switchgear House	859 SF	1985	\$0	\$188,000	0.00	
Public Works	Peele Dixie Wtp - Lime House	6,840 SF	1957	\$0	\$2,257,900	0.00	
Police Department	Police Horse Barn - Holiday Park	6,010 SF	1993	\$0	\$536,600	0.00	
Public Works	Prospect Wellfield Generator Building East	2,080 SF	1968	\$0	\$349,500	0.00	
Public Works	Prospect Wellfield Generator Building West	852 SF	1957	\$0	\$143,100	0.00	
Parks & Rec	Riverside Park - Activity Center	2,047 SF	2003	\$0	\$380,100	0.00	
Parks & Rec	Snyder Park - Southlake Family Restroom	100 SF	1972	\$0	\$16,030	0.00	
Parks & Rec	Snyder Park - Train Station	1,173 SF	1958	\$0	\$299,467	0.00	
Risk	Trash Transfer Station - Repump Bldg.	3,600 SF	1971	\$0	\$472,700	0.00	
Public Works	Executive Airport - Repump Station "E"	2,000 SF	2007	\$496	\$258,700	0.00	
Fire Department	Fire Station No. 13	6,100 SF	1972	\$561	\$1,582,300	0.00	
Public Works	Dixie Wellfield Generator Building	1,280 SF	2007	\$585	\$205,184	0.00	
Public Works	Poinciana Park Pump House	2,405 SF	2007	\$692	\$564,500	0.00	
Parks & Rec	Snyder Park - Office/Administration Bldg.	2,464 SF	1973	\$757	\$184,200	0.00	
Public Works	G. T. L. - Pretreatment Bldg.	39,000 SF	1980	\$1,743	\$10,195,300	0.00	
Fire Department	Fire Station No. 3	8,742 SF	2010	\$3,842	\$1,873,300	0.00	
Parks & Rec	Parks Comp., Bldg. 3, 4A, 4B, Gen. Services	14,400 SF	1964	\$5,351	\$1,326,700	0.00	
Fire Department	Fire Station No. 53	27,310 SF	2008	\$8,164	\$6,099,400	0.00	
Public Works	Parks Comp., Garage, Fleet, Fire Logistic	35,944 SF	1964	\$14,693	\$3,550,000	0.00	
Public Works	Peele Dixie Mtp Admn / Membrane Bldg	27,173 SF	2007	\$14,775	\$6,086,400	0.00	
Public Works	G. T. L. - Effluent Bldg.	25,225 SF	1986	\$30,280	\$7,460,300	0.00	
Transportation & Mobility	Arts & Science Parking Garage	295,920 SF	1990	\$74,134	\$21,500,000	0.00	
Parks & Rec	Carter Park - Concession / Pressbox	2,800 SF	2005	\$2,524	\$377,500	0.01	
Transportation & Mobility	City Hall Garage	456,192 SF	1967	\$150,917	\$21,897,200	0.01	
Transportation & Mobility	City Park Mall - Garage	1,000,000 SF	1985	\$373,738	\$38,600,000	0.01	
Fort Lauderdale Executive Airport	Executive Airport - New Maintenance	7,745 SF	2011	\$5,331	\$658,300	0.01	
Public Works	G. T. L. - Dewatering Bldg.	21,150 SF	1986	\$54,413	\$5,647,400	0.01	
Parks & Rec	George English Park - Rec Ctr/Rstrm/Pro Shop	3,149 SF	2006	\$11,234	\$1,329,000	0.01	
Parks & Rec	Holiday Park - Concession Phase 1	2,940 SF	1998	\$1,837	\$269,600	0.01	
Parks & Rec	Holiday Park - Gym & Ranger Station	14,500 SF	1964	\$21,818	\$2,323,000	0.01	
Parks & Rec	Parks Comp., Bldg. 2, Parks Office	3,231 SF	1964	\$4,123	\$313,300	0.01	
Public Works	G. T. L. - Mechanical Shop	720 SF	1986	\$1,224	\$83,000	0.02	
Parks & Rec	Holiday Park - Social Center	8,299 SF	1965	\$11,507	\$760,000	0.02	
Public Works	Las Olas Repump Station D-37 House	1,800 SF	1950	\$6,738	\$379,500	0.02	
Police Department	Police Harbor Patrol & Bathrooms	1,478 SF	1974	\$4,445	\$183,100	0.02	
Police Department	Police Organized Crime	8,458 SF	1954	\$14,325	\$648,900	0.02	
Parks & Rec	Warfield Park - Recreation Center	3,750 SF	2000	\$15,875	\$679,100	0.02	
Public Works	Fiveash Wtp - Maintenance Shop	2,463 SF	1957	\$13,353	\$394,819	0.03	

## REPORT FINDINGS

CAM #23-0792

Exhibit 1

7

Page 51 of 55

## Facility FCIs (Part 2 of 2)

Department	Asset Name	Size	Year Built	Backlog Total	Current Replacement Value	FCI	% of Total Backlog
Parks & Rec	Floyd Hull Madera Tyrell Bldg	1,273 SF	1997	\$7,684	\$296,991	0.03	83%
Public Works	G. T. L - Sludge Pump Station No.3	10,520 SF	1986	\$63,424	\$2,347,500	0.03	
Parks & Rec	Mills Pond Park - Restroom/Concession	1,280 SF	2000	\$4,175	\$152,700	0.03	
Parks & Rec	Osswald Restroom (East)	750 SF	1991	\$3,181	\$126,800	0.03	
Parks & Rec	Osswald Restroom (West)	750 SF	1991	\$4,130	\$126,900	0.03	
Police Department	Police Jail	26,979 SF	1982	\$143,066	\$4,619,900	0.03	
Parks & Rec	Riverland Park Activity Center	3,380 SF	2004	\$42,800	\$1,453,500	0.03	
Parks & Rec	Snyder Park - Caldwell Pavilion / Restrooms	4,898 SF	1989	\$13,024	\$406,900	0.03	
Parks & Rec	Sunset Memorial Gardens - Admin Bldg.	2,475 SF	2006	\$16,949	\$577,418	0.03	
Risk	Trash Transfer Station - Office / Storage Bldg.	12,625 SF	1971	\$36,895	\$1,505,000	0.03	
Parks & Rec	Bass Park - Rec. Center	2,442 SF	1991	\$24,822	\$594,100	0.04	
Public Works	Central Maintenance Rear Building	6,300 SF	1968	\$16,676	\$419,000	0.04	
Fort Lauderdale Executive Airport	Executive Airport - Elect. Vault	791 SF	1984	\$5,976	\$159,500	0.04	
Fire Department	Fire Station / Administration / No. 2	30,900 SF	2002	\$305,000	\$7,023,100	0.04	
Public Works	G. T. L - Administration Bldg.	7,530 SF	1986	\$53,187	\$1,525,600	0.04	
Public Works	G. T. L - Lox Plant	2,200 SF	1986	\$12,763	\$352,660	0.04	
Parks & Rec	Osswald Park Rec. Center	6,000 SF	1991	\$30,650	\$765,600	0.04	
Parks & Rec	Parks Comp., Bldg. 5, 7, Radio & Facility Mgr	1,961 SF	1964	\$10,743	\$243,900	0.04	
Total Good (FCI Between .01 and .05)		2,378,236 SF		\$1,644,620	\$197,643,074		
Parks & Rec	Floyd Hull Stadium Sky Box	2,010 SF	1990	\$17,416	\$349,950	0.05	4%
Information Technology/Records	Records Center - Print Shop	2,735 SF	1948	\$14,660	\$282,200	0.05	
Parks & Rec	George English Park - Storage/Electrical Rm	1,020 SF	2005	\$9,255	\$163,506	0.06	
Parks & Rec	Cooley/S Landing Restroom	612 SF	1992	\$5,734	\$77,300	0.07	
Parks & Rec	Mills Pond Park - Recreation Office	4,318 SF	1987	\$41,050	\$604,600	0.07	
Parks & Rec	Osswald Old Library	6,000 SF	1991	\$48,658	\$666,100	0.07	
Parks & Rec	Parks Comp., Bldg. 1, Parks Maintenance	2,842 SF	1964	\$21,809	\$327,300	0.07	
Public Works	Parks Comp., Bldg. 6, Vehicle Write Up	500 SF	1988	\$4,179	\$59,400	0.07	
Parks & Rec	Carter Park - Social Center	4,323 SF	1968	\$20,720	\$277,050	0.08	
Parks & Rec	Holiday Park - Activity Center	22,496 SF	1950	\$151,737	\$1,990,500	0.08	
Public Works	Fiveash Wtp - F&L Substation	1,372 SF	1970	\$17,522	\$228,100	0.08	
Public Works	Public Works Admin Bldg.	24,588 SF	1985	\$349,014	\$4,499,604	0.08	
Parks & Rec	Beach Restroom	1,290 SF	2002	\$18,267	\$195,000	0.09	
Parks & Rec	Floyd Hull Morton Act. Ctr & Concession	6,350 SF	1986	\$94,140	\$1,045,600	0.09	
Transportation & Mobility	City Park Mall - Shops	25,500 SF	1985	\$232,754	\$2,728,500	0.09	
Total Fair (FCI Between .05 and .10)		105,956 SF		\$1,046,915	\$13,494,710		
Parks & Rec	Carter Park - Pool Offices (3)	423 SF		\$10,224	\$98,686	0.10	14%
Parks & Rec	Cooley/S Landing Admin. / Bath House	1,900 SF	1992	\$25,712	\$258,100	0.10	
Parks & Rec	Floranada Park - Restrooms	1,300 SF	1962	\$5,319	\$53,300	0.10	
Parks & Rec	Floyd Hull Electrical Bldg	423 SF	1968	\$7,029	\$67,807	0.10	
Parks & Rec	Holiday Park - Tennis Center	2,200 SF	1997	\$58,463	\$560,700	0.10	
Public Works	Fiveash Wtp - Fuel Station	2,100 SF	1984	\$41,679	\$438,480	0.10	
Parks & Rec	Bass Park - Pool House	1,684 SF	1975	\$22,436	\$192,400	0.12	
Parks & Rec	Esplanade Restroom	2,145 SF	1991	\$36,410	\$270,900	0.13	
Parks & Rec	Carter Park - Gym	13,139 SF	1968	\$244,553	\$1,746,800	0.14	
Parks & Rec	Carter Park - Aquatic Complex/Maint Build.	8,000 SF	2004	\$43,053	\$283,000	0.15	
Parks & Rec	Parks Comp., Parks & Rec. Admin.	6,242 SF	1964	\$128,674	\$871,400	0.15	
Parks & Rec	Holiday Park - War Memorial Auditorium	39,954 SF	1948	\$921,804	\$5,677,200	0.16	
Public Works	Central Maintenance Shop	13,100 SF	1950	\$124,846	\$786,500	0.16	
Parks & Rec	Carter Park - Recreation Center	2,140 SF	1957	\$48,002	\$284,000	0.17	
Fire Department	Fire Prevention Bureau	4,100 SF	1980	\$106,807	\$588,900	0.18	
Administration	City Hall	83,276 SF	1967	\$2,235,118	\$11,931,200	0.19	
Public Works	Fertilizer Plant - Admin. Bldg.	2,376 SF	1986	\$57,094	\$263,800	0.22	
Public Works	Fertilizer Plant - Maintenance Shop	3,150 SF	1986	\$40,398	\$187,300	0.22	
Parks & Rec	Holiday Park - Press Box	1,194 SF	1998	\$28,285	\$129,600	0.22	
Parks & Rec	Floyd Hull Football And Cheerleader Bldg	1,600 SF	1968	\$21,421	\$91,400	0.23	
Police Department	Police Station	88,607 SF	1958	\$2,890,149	\$12,850,600	0.23	
Parks & Rec	Mzell Center	30,676 SF	1979	\$698,672	\$2,810,000	0.25	
Parks & Rec	Las Olas Marina Comfort Station	3,000 SF	1998	\$78,299	\$287,600	0.27	
Public Works	G. T. L - Sludge Pump Station No.1	2,160 SF	1986	\$141,917	\$474,500	0.30	
Fort Lauderdale Executive Airport	Executive Airport - Maintenance Building "E"	1,656 SF	1976	\$60,408	\$176,900	0.34	
Parks & Rec	Hardy Park - Tennis Center	1,280 SF	1938	\$54,430	\$152,100	0.36	
Fire Department	Fire Station No. 88	3,049 SF	1988	\$119,311	\$283,500	0.42	
Public Works	Hardy Park - Pump House	560 SF	1930	\$15,059	\$31,500	0.48	
Public Works	Fiveash Wtp - Administration Bldg.	75,382 SF	1970	\$675,829	\$240,900	2.81	
Total Poor (FCI Above .10)		396,816 SF		\$8,941,401	\$42,089,073		
		2,881,008 SF		\$11,632,936	\$253,226,857	0.05	



## Fire Department Average Weighted Age

Department Code	Asset Name	Size	Chronological Age	Square Foot Age
FIRE	Fire Prevention Bureau	4,100 SF	34	139,400
FIRE	Fire Station / Administration / No. 2	30,900 SF	12	370,800
FIRE	Fire Station No. 13	6,100 SF	42	256,200
FIRE	Fire Station No. 29	10,291 SF	4	41,164
FIRE	Fire Station No. 3	8,742 SF	4	34,968
FIRE	Fire Station No. 35	12,207 SF	2	24,414
FIRE	Fire Station No. 46	10,817 SF	1	10,817
FIRE	Fire Station No. 47	15,391 SF	6	92,346
FIRE	Fire Station No. 49	12,170 SF	4	48,680
FIRE	Fire Station No. 53	27,310 SF	6	163,860
FIRE	Fire Station No. 88	3,049 SF	26	79,274
Total		141,077		1,261,923
Average Weighted Age			8.9	

## Executive Airport Average Weighted Age

Department Code	Asset Name	Size	Chronological Age	Square Foot Age
FXE	Executive Airport - Administration Building	10,000 SF	12	120,000
FXE	Executive Airport - Elect. Vault	791 SF	30	23,730
FXE	Executive Airport - Maintenance Building "E"	1,656 SF	38	62,928
FXE	Executive Airport - New Maintenance	7,745 SF	3	23,235
Total		20,192		229,893
Average Weighted Age			11.39	

## Police Department Average Weighted Age

Department Code	Asset Name	Size	Chronological Age	Square Foot Age
POLICE	Police Harbor Patrol & Bathrooms	1,478 SF	40	59,120
POLICE	Police Horse Barn - Holiday Park	6,010 SF	21	126,210
POLICE	Police Jail	26,979 SF	32	863,328
POLICE	Police Organized Crime	8,458 SF	60	507,480
POLICE	Police Station	88,607 SF	56	4,961,992
Total		131,532		2,052,704
Average Weighted Age			15.6	

## Transportation and Mobility Average Weighted Age

Department Code	Asset Name	Size	Chronological Age	Square Foot Age
T&M	Arts & Science Parking Garage	295,920 SF	24	7,102,080
T&M	City Hall Garage	456,192 SF	47	21,441,024
T&M	City Park Mall - Garage	1,000,000 SF	29	29,000,000
T&M	City Park Mall - Shops	25,500 SF	29	739,500
T&M	Parking Administration Bldg.	14,449 SF	54	780,246
Total		1,792,061		59,062,850
Average Weighted Age			33.0	

## Public Works Average Weighted Age

Department Code	Asset Name	Size	Chronological Age	Square Foot Age
PW	Central Maintenance Rear Building	6,300 SF	46	289,800
PW	Central Maintenance Shop	13,100 SF	64	838,400
PW	Dixie Wellfield Generator Building	1,280 SF	7	8,960
PW	Executive Airport - Repump Station "E"	2,000 SF	7	14,000
PW	Fertilizer Plant - Admin. Bldg.	2,376 SF	28	66,528
PW	Fertilizer Plant - Maintenance Shop	3,150 SF	28	88,200
PW	Fiveash WTP - Administration Bldg.	75,382 SF	44	3,316,808
PW	Fiveash WTP - Ammonia Bldg	2,500 SF	8	20,000
PW	Fiveash WTP - Fp&L Substation	1,372 SF	44	60,368
PW	Fiveash WTP - Fuel Station	2,100 SF	30	63,000
PW	Fiveash WTP - Maintenance Shop	2,463 SF	57	140,391
PW	Fiveash WTP - Microwave Bldg.	504 SF	44	22,176
PW	G. T. L - Administration Bldg.	7,530 SF	28	210,840
PW	G. T. L - Dewatering Bldg.	21,150 SF	28	592,200
PW	G. T. L - Effluent Bldg.	25,225 SF	28	706,300
PW	G. T. L - Generator Bldg.	1,125 SF	28	31,500
PW	G. T. L - Lox Plant	2,200 SF	28	61,600
PW	G. T. L - Mechanical Shop	720 SF	28	20,160
PW	G. T. L - Pretreatment Bldg.	39,000 SF	34	1,326,000
PW	G. T. L - Sludge Pump House #2	1,600 SF	28	44,800
PW	G. T. L - Sludge Pump Station No.1	2,160 SF	28	60,480
PW	G. T. L - Sludge Pump Station No.3	10,520 SF	28	294,560
PW	Hardy Park - Pump House	560 SF	84	47,040
PW	Las Olas Repump Station D-37 House	1,800 SF	64	115,200
PW	Parks Comp., Bldg. 6, Vehicle Write Up	500 SF	26	13,000
PW	Parks Comp., Elec. Dist.	886 SF	50	44,300
PW	Parks Comp., Fuel	15,768 SF	18	283,824
PW	Parks Comp., Garage, Fleet, Fire Logistic	35,944 SF	50	1,797,200
PW	Parks Comp., Vehicle Wash	1,000 SF	18	18,000
PW	Peele Dixie MTP Admn / Membrane Bldg	27,173 SF	7	190,211
PW	Peele Dixie MTP Chemical Bldg	5,079 SF	7	35,553
PW	Peele Dixie MTP Generator Bldg	1,608 SF	7	11,256
PW	Peele Dixie WTP - Fpl Switchgear House	859 SF	29	24,911
PW	Peele Dixie WTP - Lime House	6,840 SF	57	389,880
PW	Poinciana Park Pump House	2,405 SF	7	16,835
PW	Prospect Wellfield Generator Building East	2,080 SF	46	95,680
PW	Prospect Wellfield Generator Building West	852 SF	57	48,564
PW	Public Works Admin Bldg.	24,588 SF	29	713,052
<b>Total</b>		<b>351,699</b>		<b>12,121,577</b>
<b>Average Weighted Age</b>			<b>34.5</b>	

## Parks and Recreation Average Weighted Age

Department Code	Asset Name	Size	Chronological Age	Square Foot Age
PR	Bass Park - Pool House	1,684 SF	39	65,676
PR	Bass Park - Rec. Center	2,442 SF	23	56,166
PR	Bayview Park - Concession Bldg.	1,600 SF	8	12,800
PR	Beach Community Center	12,573 SF	13	163,449
PR	Beach Maintenance Building	8,244 SF	27	222,588
PR	Beach Restroom	1,290 SF	12	15,480
PR	Carter Park - Annex/Library	1,818 SF	28	50,904
PR	Carter Park - Concession / Pressbox	2,800 SF	9	25,200
PR	Carter Park - Gym	13,139 SF	46	604,394
PR	Carter Park - Pool Offices (3)	423 SF	UNK	
PR	Carter Park - Recreation Center	2,140 SF	57	121,980
PR	Carter Park - Social Center	4,323 SF	46	198,858
PR	Carter Park - Aquatic Complex/Maint Build.	8,000 SF	10	80,000
PR	Coast Guard Auxiliary	2,400 SF	47	112,800
PR	Cooley'S Landing Admin. / Bath House	1,900 SF	22	41,800
PR	Cooley'S Landing Restroom	612 SF	22	13,464
PR	Croissant Park - Community Center	5,354 SF	13	69,602
PR	Esplanade Restroom	2,145 SF	23	49,335
PR	Floranada Park - Restrooms	1,300 SF	52	67,600
PR	Floyd Hull Electrical Bldg	423 SF	46	19,458
PR	Floyd Hull Football And Cheerleader Bldg	1,600 SF	46	73,600
PR	Floyd Hull Madera Tyrell Bldg	1,273 SF	17	21,641
PR	Floyd Hull Morton Act. Ctr & Concession	6,350 SF	28	177,800
PR	Floyd Hull Press/Concess/Restrm East	1,983 SF	3	5,949
PR	Floyd Hull Restrm/Concession West	1,983 SF	3	5,949
PR	Floyd Hull Stadium Sky Box	2,010 SF	24	48,240
PR	George English Park - Rec Ctr/Rstrm/Pro Shop	3,149 SF	8	25,192
PR	George English Park - Storage/Electrical Rm	1,020 SF	9	9,180
PR	Hardy Park - Tennis Center	1,280 SF	76	97,280
PR	Holiday Park - Activity Center	22,496 SF	64	1,439,744
PR	Holiday Park - Concession Phase 1	2,940 SF	16	47,040
PR	Holiday Park - Concession Phase 2	2,210 SF	14	30,940
PR	Holiday Park - Gym & Ranger Station	14,500 SF	50	725,000
PR	Holiday Park - Press Box	1,194 SF	16	19,104
PR	Holiday Park - Social Center	8,299 SF	49	406,651
PR	Holiday Park - Tennis Center	2,200 SF	17	37,400
PR	Holiday Park - War Memorial Auditorium	39,954 SF	66	2,636,964
PR	Hortt Community Center	1,989 SF	2	3,978
PR	Las Olas Marina Comfort Station	3,000 SF	16	48,000
PR	Lauderdale Manors Park - Pool Bldg.	955 SF	13	12,415
PR	Lauderdale Manors Park - Rec. Center	4,399 SF	13	57,187
PR	Mills Pond Park - Recreation Office	4,318 SF	27	116,586
PR	Mills Pond Park - Restroom/Concession	1,280 SF	14	17,920
PR	Mizell Center	30,676 SF	35	1,073,660
PR	Osswald Old Library	6,000 SF	23	138,000
PR	Osswald Park Rec. Center	6,000 SF	23	138,000
PR	Osswald Restroom (East)	750 SF	23	17,250
PR	Osswald Restroom (West)	750 SF	23	17,250
PR	Palm Aire Village Park - Restrooms	1,080 SF	12	12,960
PR	Parks Comp., Bldg. 1, Parks Maintenance	2,842 SF	50	142,100
PR	Parks Comp., Bldg. 2, Parks Office	3,231 SF	50	161,550
PR	Parks Comp., Bldg. 3, 4A, 4B, Gen. Services	14,400 SF	50	720,000
PR	Parks Comp., Bldg. 5, 7, Radio & Facility Mgr	1,961 SF	50	98,050
PR	Parks Comp., Parks & Rec. Admin.	6,242 SF	50	312,100
PR	Riverland Park Activity Center	3,380 SF	10	33,800
PR	Riverside Park - Activity Center	2,047 SF	11	22,517
PR	Snyder Park - Caldwell Pavilion / Restrooms	4,898 SF	25	122,450
PR	Snyder Park - Office/Administration Bldg.	2,464 SF	41	101,024
PR	Snyder Park - Southlake Family Restroom	100 SF	42	4,200
PR	Snyder Park - Train Station	1,173 SF	56	65,688
PR	Sunset Memorial Gardens - Admin Bdg.	2,475 SF	8	19,800
PR	Warfield Park - Recreation Center	3,750 SF	14	52,500
Total		298,788		11,308,213
Average Weighted Age			37.8	



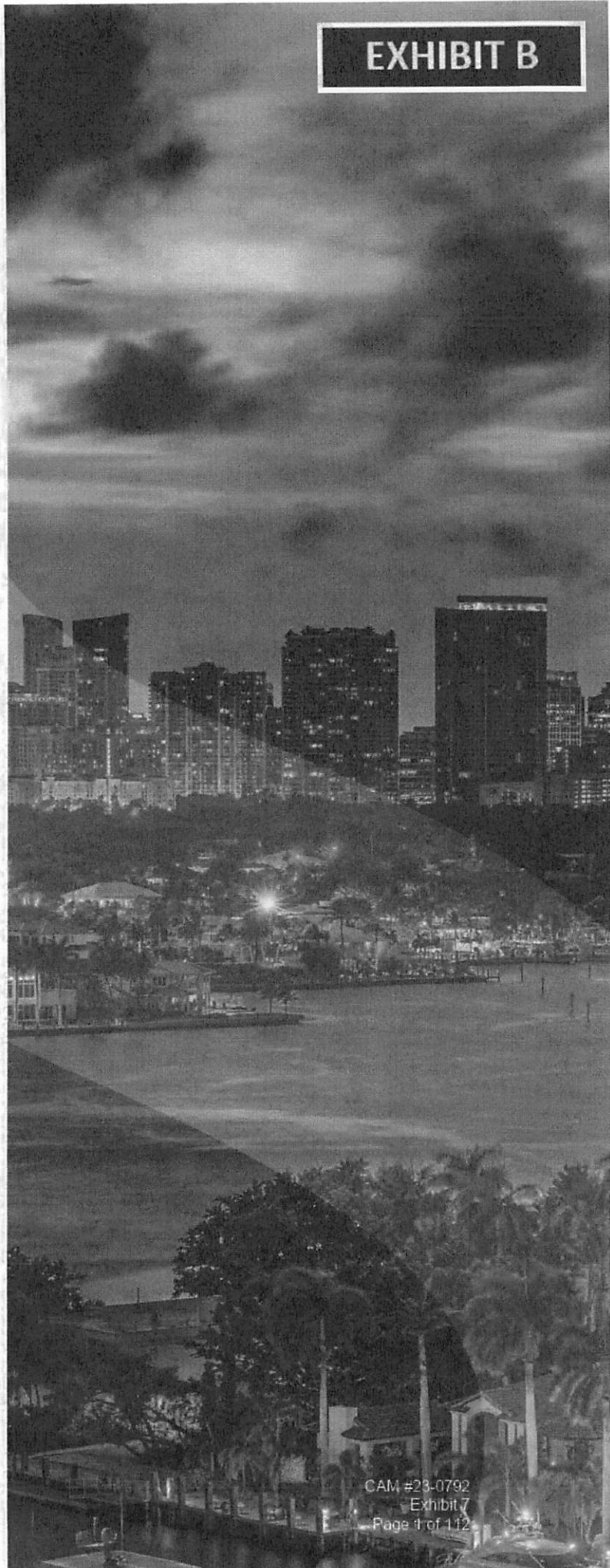


# City of Fort Lauderdale

Net Zero Plan  
for the City of Fort Lauderdale  
Proposal

RFP Event 95  
June 13, 2023

EXHIBIT B



CAM #23-0792  
Exhibit 7  
Page 1 of 112



June 13, 2023

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Sunrise, FL 33323  
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**wsp.com**

Laurie Platkin, Procurement Specialist  
City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Suite 619  
Fort Lauderdale, Florida 33301

**Re: Net Zero Plan for the City of Fort Lauderdale**

Dear Members of the Selection Committee,

WSP USA Inc. (WSP) is pleased to submit this proposal to support the City of Fort Lauderdale (the City) in developing a Net Zero Plan. The City is well-known worldwide as a place to visit, live, own a business, and thrive. For years, the City has taken actions to reduce its contributions to global greenhouse gas emissions, with more than a decade of integrating ambitious, impactful measures into its planning efforts. While these efforts have resulted in a solid foundation of greenhouse gas reduction actions, the City has now committed to develop and implement a plan that will result in net zero greenhouse gas emissions by 2050.

**The outcome of the Net Zero Plan will:**

- ✓ **Quantify the greenhouse gas emissions reduction potential** of specific actions across community-wide and city government operations sources.
- ✓ **Prioritize actions for implementation** based on a prioritization framework that considers greenhouse gas reduction potential, available funding, potential implementation barriers, and needed stakeholder support.
- ✓ **Outline an implementation roadmap** that highlights next steps, responsible parties, relevant community partners, costs, and timeline.
- ✓ **Provide critical information with a sound technical basis** to inform stakeholders, support City actions, and track implementation and greenhouse gas emissions reductions over time.

WSP is prepared to support the City on this important effort and has assembled a team that can provide the full scope of services required to deliver this project successfully. WSP has assembled a team with deep expertise in municipal climate action and net zero planning.

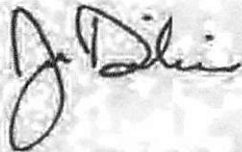
The team will be led by **Angie Xiong**, WSP's Project Manager, and supported by **Catherine Prince**, WSP's Deputy Project Manager. Angie has more than 12 years of experience developing decarbonization strategies for municipalities and private sector organizations, and is a Project Director in WSP's Sustainability, Energy, and Climate Change national practice. Catherine worked at the City's Transportation and Mobility Department before joining WSP. She is a principal and regional lead for the Climate, Resilience and Sustainability national business line at WSP. Catherine is a local Florida resident who understands community concerns and effective communication methods and is committed to effective planning. The key delivery team includes additional staff and subject matter experts with experience developing leading municipal climate actions plans.

**Our proposed project team is uniquely positioned to successfully complete this project:**

- ✓ Our team has experience **developing stakeholder-led, comprehensive municipal climate action plans** that account for cities' unique conditions, priorities, stakeholder concerns, and opportunities for partnerships across sectors.
- ✓ We have assembled a team that **combines leading climate planning expertise with local knowledge and experience.**
- ✓ Our team members have **led community-focused conversations on climate action planning across the region, state, and nation.** We are skilled at translating technical climate analysis into rich engagement opportunities for community members, experts, and decision-makers.

I trust that you will find the basis for selecting WSP for this project in the following pages, and I am available if you have any questions. We look forward to being given the opportunity to support you on this critical effort. If you would like to discuss this proposal or other concerns, you can reach me at 212-465-5789 or [jonathan.dickinson@wsp.com](mailto:jonathan.dickinson@wsp.com).

Respectfully,




**Principal-in-Charge**  
Vice President, WSP




**Angie Xiong, AICP**  
**Project Manager**  
Project Director, WSP



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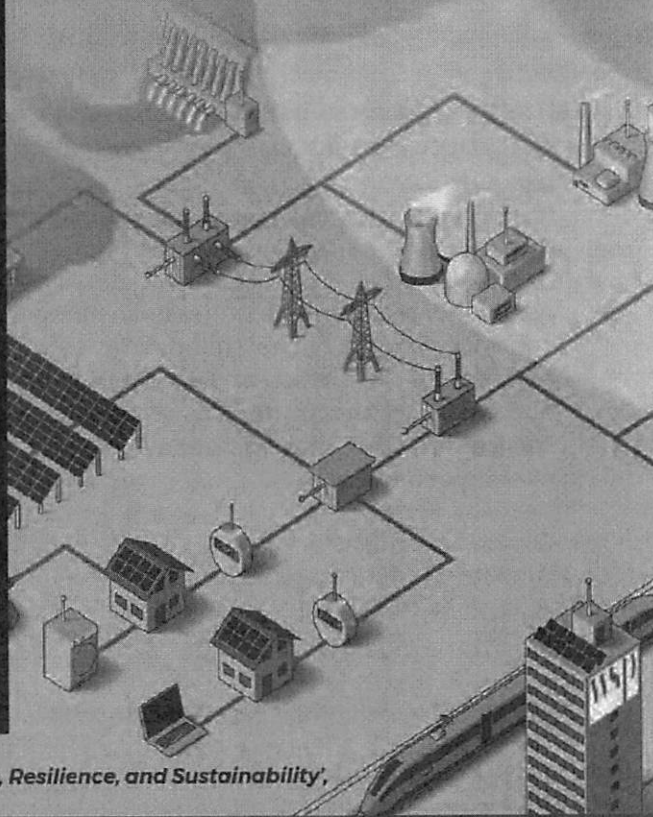
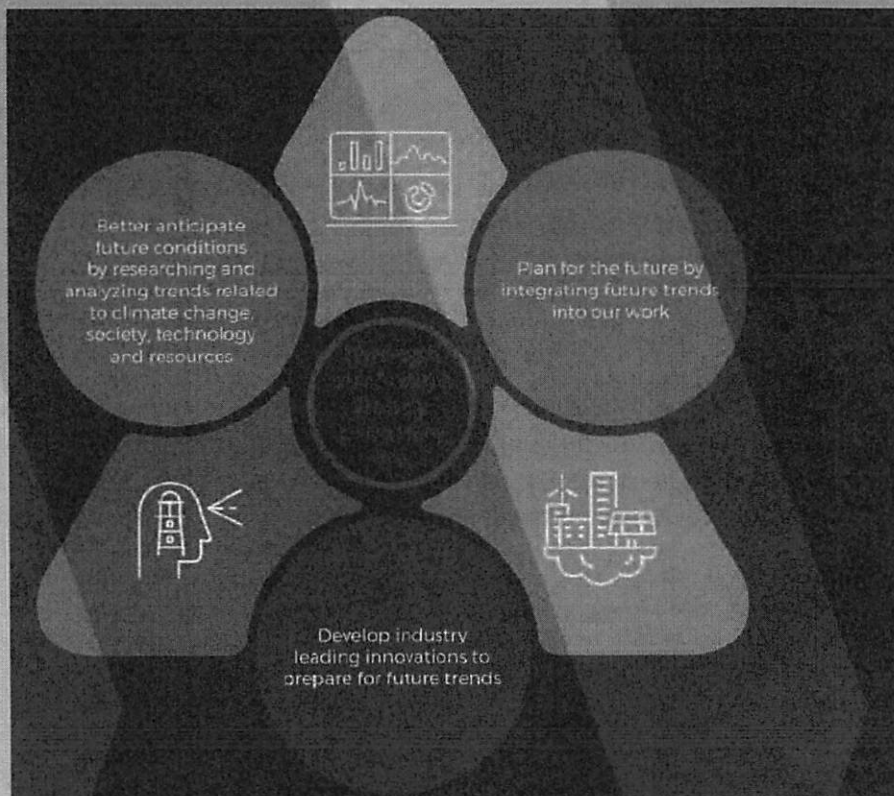
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“

**This team went above and beyond to get this project completed on time. There were some challenges along the way, but they always brought innovative problem solving and action-oriented solutions to the table. We couldn't have picked a better team for this job!”**

**Jenny Smith**  
**Assistant Director**  
**California Department of Natural Resources**





*Excerpts from Future Ready. Your Organizations' Guide to Rethinking Climate, Resilience, and Sustainability', written by WSP.*

## SECTION 1

### Executive Summary

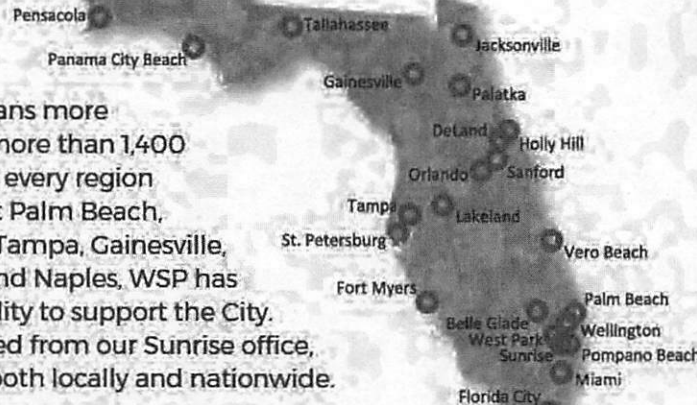
# Executive Summary

**WSP USA Inc. (WSP) is the US operating company of WSP, one of the world's leading engineering and professional services firms. A corporation licensed and registered in the State of Florida, we are engineers, planners, technical experts, strategic advisors and construction management professionals dedicated to serving local communities.**

As the City makes great strides in ensuring a safe and thriving future for its communities, it is critical that the City selects a consultant who is not only familiar with its mission and aims, but who is also rooted in compatible values and visions for the future. WSP, a national leading engineering and professional services firm, operates on both a large, multi-disciplinary scale and at a local, client specific scale.

## Office Locations

WSP has maintained a presence in Florida that spans more than three decades. With more than 1,400 people in offices located in every region of the state, including West Palm Beach, Miami, Orlando, Lakeland, Tampa, Gainesville, Jacksonville, Tallahassee, and Naples, WSP has the local resources and ability to support the City. This project will be managed from our Sunrise office, drawing on the resources both locally and nationwide.



## Background and History

With a 138-year history, WSP is one of the oldest continuously operating consulting firms in the United States that has a strong commitment to technical excellence, a diverse workforce, and dedicated service to our clients. Our infrastructure portfolio ranges from the mega projects that define an entire region to smaller, more local projects that keep communities humming.

In Florida, we have provided solutions ranging from planning to design, design evaluations, project management and construction of infrastructure systems for Florida cities, counties and utilities for more than 60 years. Some of our clients include Pinellas County, Monroe County, Miami-Dade County, Florida Department of Transportation, City of Miami Beach, South Florida Regional Transportation Authority, and South Florida Water Management District.

## Key Individuals

WSP has assembled an experienced team who has worked together previously and has been serving South Florida clients for decades. Our local, integrated team offers proven leadership from individuals that you know and the capacity required to deliver the City's greenhouse gas mitigation planning and implementation needs.

### 1885

In the U.S., WSP's origins date back to 1885, when William Barclay founded the company that would become Parsons Brinckerhoff in NYC.

### 1904

The firm has led the rail and transit sector since its first project: the design of the New York City subway system, which opened in 1904.

### 1960s

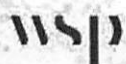
The firm began operating in Florida in the 1960s.

### 2015

Parsons Brinckerhoff was acquired by WSP, becoming WSP's transport and resilient infrastructure group in the U.S.

### 2022

WSP acquires the Environment & Infrastructure (E&I) business of Wood plc, further expanding our premier transportation and resilient infrastructure capabilities in Florida.





## Firm Stats



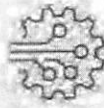
**1400**  
Florida Based  
Employees



**200**  
Florida Based  
Professional  
Engineers



**\$33 B**  
Helped Entities Secure  
Federal Grants  
and Loans for 140  
projects since 2009



**#1**  
ENR's Top 225  
International  
Design Firms



**#7**  
ENR's Top 125  
Environmental  
Firms

## Corporate Officers

US President and CEO  
**Lou Cornell**

Regional President, Southeast  
**Jerry Jannetti**

National Business Line President,  
Earth & Environment  
**Joseph Sczurko**

Climate Resilience & Sustainability  
Leader  
**Eric Christensen**

Key individuals who will be directly involved in this contract include Project Manager, **Angie Xiong, AICP** (New York, NY); and Deputy Project Manager, **Catherine Prince, PMP, LEED AP, STP** (Broward, FL). As an experienced project management team, they will keep the team on schedule and the project within budget.

Angie Xiong has over 12 years of experience in the field of climate change and resilience, with a focus on net-zero strategy, stakeholder engagement, and climate vulnerability and adaptation. Prior to joining WSP, Angie supported over a dozen climate action and adaptation planning projects for jurisdictions and public agencies in California as an AICP-certified planner. This work has enabled her clients to meet and exceed regulatory requirements (e.g., Senate Bill [SB] 32, Assembly Bill 32, SB 379), implement GHG reduction measures and adaptation strategies, and protect communities who are most vulnerable to climate impacts. Most recently, Angie has supported clients on net-zero target-setting in alignment with the Science Based Targets initiative (SBTi) standards and development of actionable target achievement roadmaps. Catherine Prince is based out of WSP's Sunrise office and will help lead this team by integrating transportation, climate resiliency, and urban design. She is also experienced as an implementor of several safe and complete street projects in the City of Fort Lauderdale and around Florida.

Other key individuals include **Jon Dickinson** (New York, NY), **Jeff Irvine** (Bethlehem, PA), **Rebecca Vanderbeck, PE** (Jacksonville, FL), **Teresa Vangeli, PE, ENV SP, LEED AP** (Boston, MA), **Jenny Bankie** (Bethlehem, PA), and **Rebecca Holzwarth** (Denver, CO).

## Summary of Key Elements

WSP understands the importance of developing stakeholder-led, ambitious and achievable municipal decarbonization plans. We have completed numerous climate action plans in communities throughout the U.S. We have honed our approach over the years, leading the evolution of the state-of-the practice in developing strategies that set cities on the course to implement impactful, equitable carbon reduction solutions. The approach to the following tasks contained in the RFP incorporates valuable lessons from our extensive national climate planning practice.

### Task 1: PROJECT MANAGEMENT

WSP will commence this project by establishing a project management approach that will ensure on-time, in-budget completion of this project. Our project management approach will be designed to efficiently leverage existing city resources and data, with all relevant project information documented and communicated through a Project Management Portal.

### Task 2: EXISTING CONDITIONS REVIEW & EMISSIONS MODELING

WSP will first complete a comprehensive review of existing conditions, considering all relevant existing data, policies, and plans to characterize existing strengths, weaknesses, opportunities, and threats of existing City plans, policies and procedures. This review will evaluate any existing gaps in the City's greenhouse gas inventories and existing emissions mitigation initiatives, which will be used to develop greenhouse gas emissions modeling. This modeling will also include sector-specific emissions projections that considers exogenous factors, including growth and the emissions mitigation impact of policies and actions at all scales.



► **Task 3: BRANDING**

Effective communication is essential to ensure buy-in and implementation success of the Net Zero Plan's initiatives. WSP will work with the City to develop a branding strategy that considers all methods of communication to the City's stakeholders.

► **Task 4: MEETINGS AND STAKEHOLDER INPUT**

A principal objective of the Net Zero Plan is to ensure full engagement and input from stakeholders. This objective will be achieved through a series of internal and external stakeholder meetings and workshops. Our stakeholder engagement approach will be designed to effectively communicate the Net Zero Plan's objectives and draft strategies to solicit critical feedback that will guide the Plan's final elements.

► **Task 5: PREPARE DRAFT NET ZERO PLAN**

The Draft Net Zero Plan will be developed in close coordination with City staff, building on information collected through existing conditions analysis and stakeholder engagement tasks. The Plan's reduction strategies will be developed that address all greenhouse gas emissions sources: buildings, transportation, waste and wastewater, and electricity supply.

► **Task 6: PREPARE FINAL NET ZERO PLAN**

Following the development of the Draft Net Zero Plan, WSP will work with the City to synthesize comments and feedback provided by City staff, adjusting specific strategies as needed to ensure the maximum opportunity for successful adoption and implementation of the Final Net Zero Plan.



# WSP USA Author Discusses Practical and Relatable Climate Strategies in New Future Ready Book

Alastair MacGregor explores a changing world and offers a roadmap through an uncertain future, in 'Future Ready: Your Organization's Guide to Rethinking Climate, Resilience and Sustainability.'

9 United States | Wednesday, May 31, 2023  
Reading Time: 4:00 minutes

WSP USA helps organizations and communities become Future Ready® by guiding policy and action for greater climate resilience and sustainability, and a newly released book sharply highlights the opportunities and strategies associated with addressing and adapting to the climate crisis.

Co-authored by Alastair MacGregor, national director of Property and Buildings at WSP, this book combines climate resilience strategy and technology with the sweeping impacts that climate change is having on organizations, communities and individuals.



the head of a household, the

## Practical Climate Strategies for Everyone

MacGregor explained that presenting the impactful stories of extreme weather events in the book's first half helps make the complex concepts within climate, resilience and sustainability more relatable to readers.

By putting it together with real stories in the first half of the book, it becomes less theoretical, because the challenge with all of these topics is to show that it does actually impact each of us," MacGregor said. "I think there will be at least one story within the first half of the book that everyone will find relatable."

The book shares practical examples and case studies that draw on hundreds of completed WSP projects across a full range of client organizations, markets, sectors and scales. According to MacGregor, these all exemplify WSP's proven Future Ready® process and propose practical strategies for readers to reduce risk, maximize resources and drive return on their investments.

More specifically, the book explores ways that leaders and project managers can effectively confront four megatrends:

- our changing climate,
- shifting societal trends and a growing focus on equity,
- increasing pressure on natural resources and ecosystems, and
- rapid developments in technology.

"When we started having these conversations internally, what became very apparent is that the whole conversation around climate resilience and sustainability was getting very siloed," MacGregor said. "In that sense, we could be driving the situation from different angles and with different client types, but perhaps

TOM LEWIS | MICHAEL MONDSHINE | STACY SWANN

# FUTURE READY

YOUR ORGANIZATION'S GUIDE TO RETHINKING CLIMATE, RESILIENCE, AND SUSTAINABILITY

## Contents

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# 1

## Rethink Everything

On October 24, 2012, meteorologists at the National Hurricane Center (NHC) in Miami, Florida, forecasted Tropical Storm Sandy (TS) to hit the northeastern United States. The storm did what you'd expect a tropical storm to do: it brought rain, wind, and waves. But it also brought a series of events that no one could have predicted. In the days following the storm, a series of events unfolded that no one could have predicted. In the days following the storm, a series of events unfolded that no one could have predicted.

The book, which is packed with practical advice, is a must-read for anyone who is interested in climate resilience and sustainability. It is a book that is both practical and inspiring. It is a book that is both practical and inspiring.

10 Future Ready

### Making Climate Risk Real

In 2022, the United Nations' Intergovernmental Panel on Climate Change (IPCC), the most authoritative source of scientific data on climate change, issued its sixth assessment. Hoesung Lee, the Chair of the IPCC, described the report as "a dire warning about the consequences of inaction." António Guterres, the United Nations (UN) Secretary-General, added that the assessment represented "an order of human suffering and a daunting indictment of failed climate leadership."

The only good news was a notable shift in how the report was received. In terms of the private sector, there was an increase in the use of climate change that hadn't existed even five years previously. Other sectors of collective risk—energy, infrastructure, and more—were also seeing a shift in how they were perceived.

Once again, the primary driver is risk perception. Decision-makers are taking climate change seriously. It is rapidly becoming a more concrete, measurable, and actionable risk. As investors, stakeholders, and business leaders rethink the threat—and opportunity—climate change represents, climate action is finally emerging as a mainstream priority.

Climate-related risk is certainly not new—it's just that it's a new, but still deadly and destructive, climate-related risk. It's a new, but still deadly and destructive, climate-related risk. It's a new, but still deadly and destructive, climate-related risk.

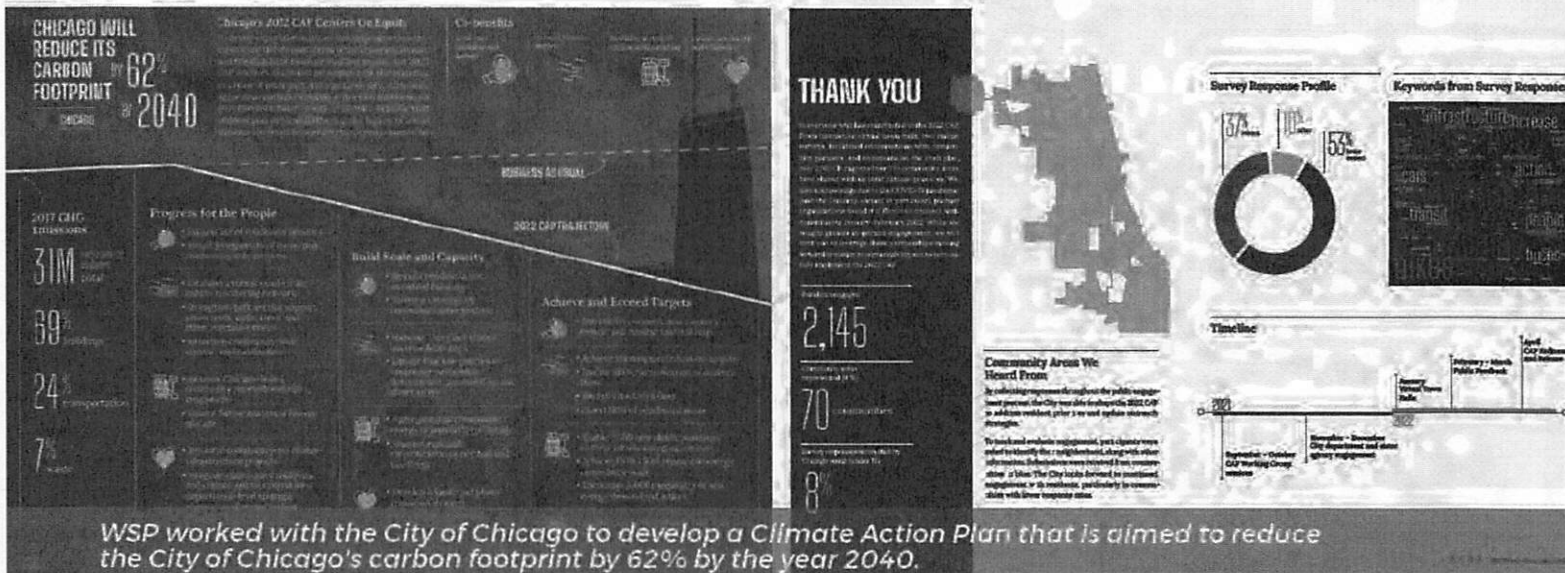
Excerpts from Future Ready: Your Organizations' Guide to Rethinking Climate, Resilience, and Sustainability, written by WSP.

## SECTION 2 Experience and Qualifications

wsp



## Firm Overview



As the City makes great strides in ensuring a safe and thriving future for its communities, it is critical that the City selects a consultant who is not only familiar with its mission and aims, but is also rooted in compatible values and visions for the future. WSP, as a national-leading engineering and professional services firm, operates on both a large, multi-disciplinary scale and a local, client-specific scale.

With more than 15,650 employees in more than 330 offices across the US, we are technical experts who design and provide strategic advice on sustainable solutions and engineering projects that will help societies grow for a lifetime to come. **In Florida, we have provided solutions ranging from planning to design, design evaluations, climate adaption strategy development, project management and construction of infrastructure systems for local cities, counties and utilities for more than 60 years.**

We offer planning, engineering design and construction management and inspection services to Florida municipalities, utilities, public agencies and private clients, as well as state-specific water policy and technical issues. Our long and varied experience across the state, and especially in South Florida where 229 of our staff live and work, gives us in-depth knowledge of the region.

### Company Information

WSP is a legal entity registered in the State of Florida.

Legal Company Name	WSP USA Inc.
Website	www.wsp.com
Tax ID Number (EIN)	11-1531569
Organization Type	Corporation
State of Incorporation	New York
Date of Incorporation	October 5, 1933
Parent Company	Parsons Brinckerhoff Holdings Inc
Public or Private?	Private Company
Years of Experience	60+ in Florida

### WSP Single Point of Contact

**Angie Xiong, AICP**  
Project Manager

(415) 402-5868  
angie.xiong@wsp.com

# Sustainable Business Practices

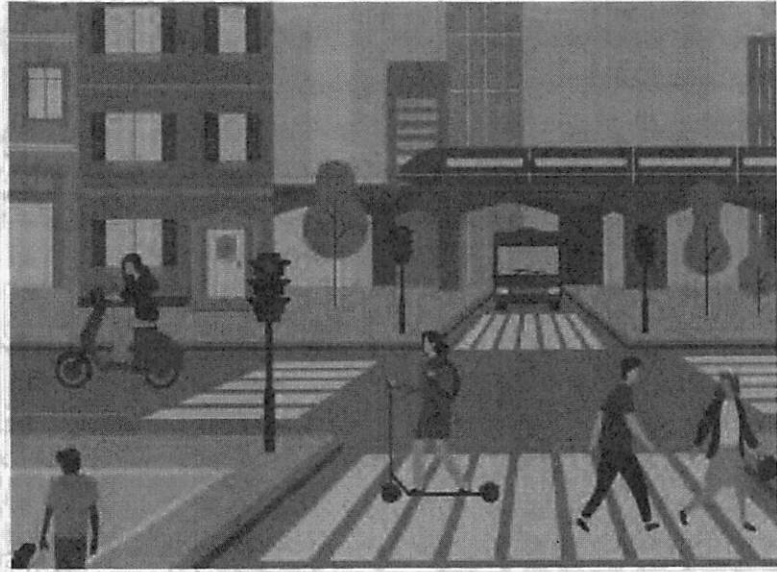
## Commitment to Sustainability

### Sustainable Business Practices

In April 2021, WSP announced its intention to get ready for less by committing to achieve net zero emissions across its value chain by 2040. We set science-based GHG emissions reduction targets, approved by the Science Based Targets initiative. These commitments are aligned with the most ambitious aim of the Paris Agreement, to limit global temperature rise to 1.5°C.

In addition, WSP has signed the Structural Engineers 2050 Commitment (SE 2050) to net zero. Two of the most commonly used structural materials — concrete and steel — represent approximately 21 percent of global carbon emissions. The objective of the SE 2050 program is to coalesce the support of the collective structural engineering industry to drive significant reductions of embodied carbon in the design and construction of structural systems.

As a signatory, WSP has committed to annually publishing an Embodied Carbon Action Plan (ECAP) and submitting data to the SE 2050 project database to increase understanding of embodied carbon and help set attainable targets for future projects.



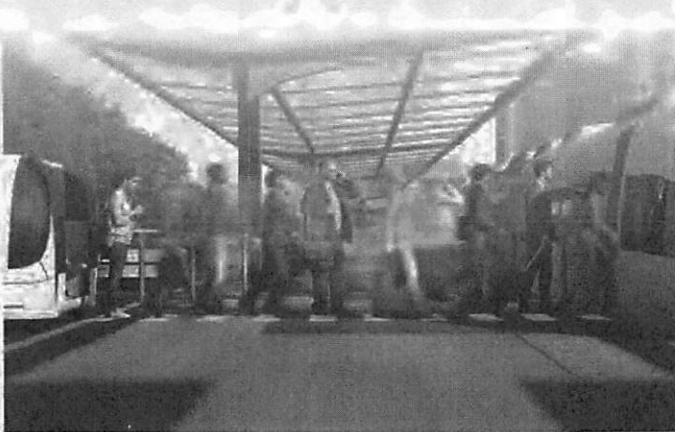
### Ability to Meet Schedule and Budget

WSP's depth and breadth of resources and our Florida coverage area offers the City stability and availability to handle any size project at any time. Contracts of this type require a highly qualified team that has the capacity to respond quickly; a strong commitment to quality, cost control and schedule maintenance; and clear team coordination and communication plans.

We are confident that this project will be an excellent fit for the WSP team in terms of experience and proficiency, as well as the availability of the personnel who are proposed. The professionals who will be utilized for this project are committed to client service and accustomed to providing the individual time and effort necessary to successfully achieve the objectives of our clients.

Our Project Manager, **Angie Xiong**, and Deputy Project Manager, **Catherine Prince**, will work with the City to ensure that our scope, schedule, and budget are acceptable and achievable. This is done through good communication practices and a variety of software applications that track planning and design phase activities. Internally, our company implements several types of scheduling, financial and data management software to control and forecast budget, resources, and deliverables.

Please see **the following page** for a comprehensive summary of the individuals who have been selected to serve as WSP's project team for the City.





## Organizational Chart

### Net Zero Plan for the City of Fort Lauderdale

WSP has provided resumes for Key Staff on the following pages. Additional resumes for all staff are available upon request.





## Angie Xiong, AICP

### Project Manager

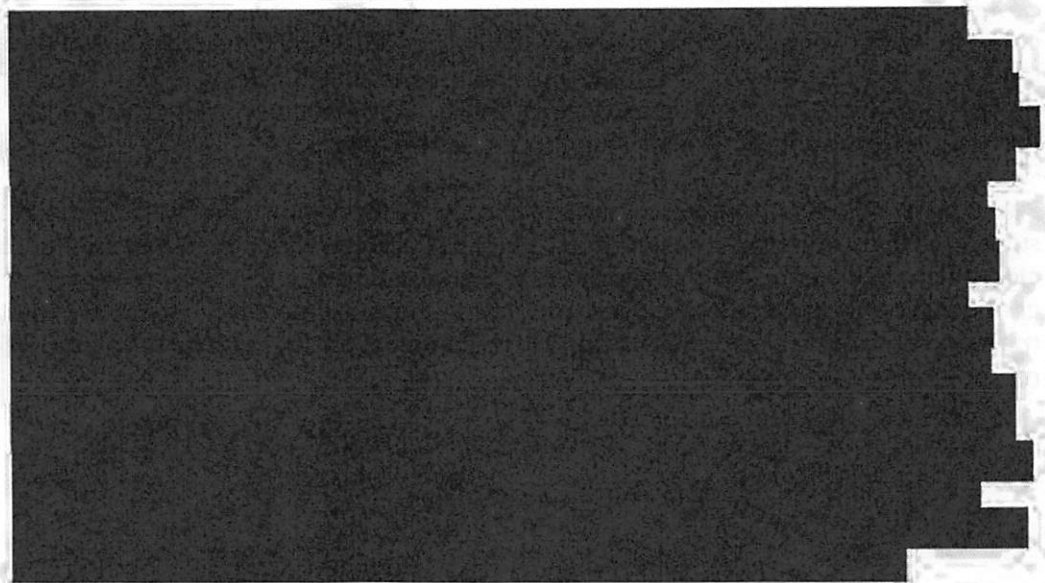
#### Career Summary

Angie Xiong is a Project Director on WSP's Sustainability, Energy, and Climate Change team. She has over 12 years of experience in the field of climate change and resilience, with a focus on net-zero strategy, stakeholder engagement, and climate vulnerability and adaptation. Most recently, Angie has supported clients on net-zero target-setting in alignment with the Science Based Targets initiative (SBTi) standards, actionable target achievement roadmaps, supplier engagement, disclosure and reporting (e.g., CDP, GRESB), and climate risk.

As a long-time educator and community engagement practitioner, Angie understands the importance of pairing technical analysis with authentic engagement to create actionable strategies that lay the groundwork for implementation. Prior to joining WSP, Angie led over a dozen climate action and adaptation planning projects for jurisdictions and public agencies in California as an AICP-certified planner. This work has enabled her clients to meet and exceed regulatory requirements (e.g., Senate Bill [SB] 32, Assembly Bill 32, SB 379), implement GHG reduction measures and adaptation strategies, and protect communities who are most vulnerable to climate impacts.

#### Professional Experience

City of New York, PlaNYC – New York City Strategic Climate Plan, New York, New York: Technical analyst and writer supporting the development of the City's update to the 2007 PlaNYC, a strategic plan released by New York City Mayor Michael Bloomberg to prepare the city for one million more residents, strengthen the economy, combat climate change, and enhance the quality of life for all New Yorkers. Angie was a key contributor to the Buildings, Clean Energy, Waste and Circularity, and Transportation sections of the plan, integrating and responding to feedback from over a dozen City agencies.



#### Years of Experience

Industry: 12

WSP: 2

#### Education

MA, Sustainability,  
Arizona State  
University

BA, English Literature  
and Religious Studies,  
Wellesley College

#### Professional Registrations

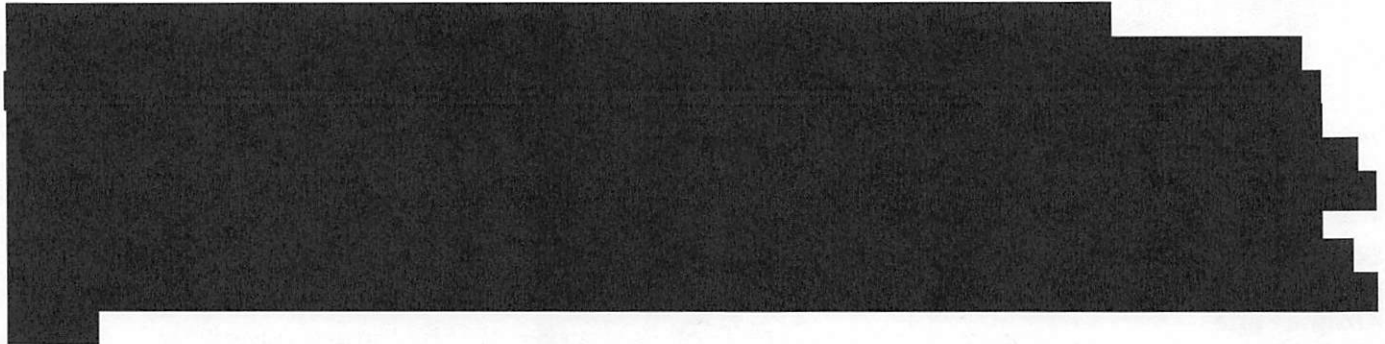
American Institute  
of Certified Planners  
(#33398)

#### Areas of Practice

GHG and Resources  
Management;  
Net-Zero Targets  
and Roadmaps;  
Sustainable Cities;  
Climate Resiliency  
and Adaptation  
Planning; Municipal  
Climate Action and  
Adaptation Planning;  
Environmental  
Justice; Community  
and Stakeholder  
Engagement

**Angie Xiong, AICP** *(continued)*  
Project Manager

**Professional Experience** *(continued)*



**Professional Experience from prior firm**

**Fremont Climate Action Plan Update, City of Fremont, California:** Project manager that supported the City of Fremont in updating their communitywide and municipal Climate Action Plan (CAP) to achieve the ambitious goals of a 55 percent reduction in GHG emissions from 2005 levels by 2030 and carbon neutrality by 2045. The CAP is aligned with the City's Post-Carbon Framework, integrates climate resilience strategies, and was developed with an equity lens. As the project manager, Angie provided overall project management support, senior review of the GHG quantification analysis, and served as the technical lead on the climate change vulnerability assessment. She also led public outreach efforts associated with the CAP.

**Yolo County Sustainability Plan, Yolo County, California:** Deputy project manager that assisted the County in developing a Sustainability Plan to promote sustainability within eight key elements: ecological health, water, air quality, buildings, waste, local food, agriculture, and education. Angie led public outreach for the Sustainability Plan, which included stakeholder interviews and community workshops; prepared the existing conditions assessment; developed recommendations; and was the primary author of the Sustainability Plan.

**Yolo County Regional Greenhouse Gas Inventory and Tool, Yolo County, California:** Deputy project manager that developed a regional GHG inventory for the County and the Cities of Davis, Winters, and Woodland to promote consistency between the jurisdictions on the collection, timing, and methodology of GHG emissions data. The GHG inventory tool allows the County and cities to calculate their inventory in-house in the future. Angie also prepared 2016 baseline year inventories for the three cities, in accordance with ICLEI's U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions.

**Sacramento County Climate Action Plan Update, Sacramento County, California:** Adaptation task lead that supported the County's Climate Action Plan (CAP) update, which included a detailed implementation plan, climate change vulnerability assessment, and adaptation and resiliency measures. Angie refined the climate change vulnerability assessment and adaptation measures based on updated climate projection data and methodologies. She also prepared the administrative draft CAP and incorporated information from technical memorandums.





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**Jon Dickinson**  
Principal-in-Charge

**Years of Experience**

Industry: 21

WSP: 5

**Education**

MS, Marine Affairs  
and Coastal Zone  
Management,  
University of Rhode  
Island

BA, English, Hobart  
College

**Areas of Practice**

Climate change  
mitigation, adaptation  
planning, greenhouse  
gas (GHG) emission  
measurement/  
reporting and  
comprehensive  
sustainability plan  
development and  
implementation

**Additional Training**

GBCI-certified Urban  
Greenhouse Gas  
Inventory Specialist

**Career Summary**

Jon Dickinson is a Vice President on WSP's Sustainability, Energy and Climate Change team, with experience in climate change mitigation and adaptation planning, greenhouse gas emissions measurement and reporting, and comprehensive sustainability plan development and implementation. Over the two decades, he has supported climate change mitigation and adaptation initiatives for New York City, completed community-scale and government operations greenhouse gas inventories for numerous U.S. cities, developed corporate carbon management strategies, and provided technical support for the development of city climate change mitigation plans. Additionally, Jon is a Lecturer at Columbia University's Master of Science in Sustainability Management program, where he teaches a graduate course on greenhouse gas measurement and mitigation strategy development.

**Professional Experience**

PlaNYC, 2023 Climate Action Plan "Getting Sustainability Done", Greater New York, NY: Subject matter expert for update to New York City's comprehensive sustainability plan. Provided expert advice and analysis on carbon mitigation strategies supporting New York City's decarbonization goals.



Sidewalk Labs, Sustainability Pillar of Master Innovation and Development Plan, Toronto, Canada: Project manager for assessment of greenhouse gas emissions implications for new and developing technology usage at city level. Analyzed feasibility of public greenhouse gas emissions commitments from a suite of interdependent technologies managing electricity generation, building energy use, water, waste, and transportation.

California High Speed Rail Authority, Sustainability Policy and Strategy: Subject matter expert providing guidance for updated Authority sustainability policy and strategy. Provided audit of Authority's 2019 Sustainability Report to determine consistency and accuracy, guided revision of Emissions Mitigation and Management Application (EMMA) submission procedures.

Port Authority of New York and New Jersey, Sustainability Strategy Development: Project manager for assessment of organization-wide sustainability strategy and goals; development of recommended Science Based Targets initiative scope 3 greenhouse gas reduction targets. Project required benchmarking of global best practices, development of strategy recommendations and implementation guidance, providing ongoing support for development and implementation of sustainability initiatives across organization.

(continued)

**Professional Experience (continued)**

**C40 Cities Climate Leadership Group Climate Adaptation and Mitigation Interaction Assessment Tool:** manager for project to develop tool to assess complementary and conflicting interactions between current and

**City of New York, Greenhouse Gas Emissions Inventories, New York, NY**

transportation, waste) and government operations (buildings, vehicle fleet, solid waste management,

**City of New York, 80x50 Action Plan:** Consultant to New York City Mayor's Office of Sustainability, provided

**C40 Cities Climate Leadership Group, Technical Assistance**

**World Bank Group, City Climate Planner Certificate Program**

matter expert, developed training curriculum for city-level greenhouse gas emissions inventory expert certificate

in development of certificate examination.

**PlaNYC, New York City's Plan for a Greener Greater Greater New York, New York:**

plan, PlaNYC. Developed climate change initiatives of PlaNYC. Advised top administration officials on all climate

involving energy efficiency and carbon mitigation projects for all government buildings, vehicles, and facilities.



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### Certifications

GBCI-certified Urban

(CRS) team and a GBCI-certified Urban Greenhouse Gas Inventory Specialist. He  
environmental justice and equity, renewable energy, energy efficiency, and

City of Chicago, Climate Action Plan, Chicago, IL:

delivering meaningful community benefits and system improvements.

City of Bethlehem, Climate Action Plan, Bethlehem, PA:

City of Bethlehem, PA, Climate Action Plan Implementation, Bethlehem, PA:

(continued)

**Professional Experience (continued)**

Sidewalk Labs, Sustainability Pillar of Master Innovation and Development Plan:

Infrastructure and Development Company, GHG Impact Assessment Tool:

City of New York, Greenhouse Gas Emissions Factor Update, New York: analysis to update city-specific factors used to update New York City's 2018 community-scale and government

City of Easton, PA, Community GHG Inventory, Easton, PA:

Large American City, 100% Renewable Electricity Plan:

Fortune 50 Technology Company, Environmental Justice PPA:

City of Bethlehem, Municipal Climate Vulnerability Assessment and Climate Adaptation Plan, Bethlehem, PA:

C40, Cities Climate Leadership Group, Adaptation and Mitigation Strategy Analysis Tool:

strategies. Led review of literature on interaction classifications, including synergies, trade-offs, mal-investment risks, and financial piggybacking. Led design of tool and Excel VBA programming of tool functionality.



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and verification



Vanderbeck has also been involved in identification of climate change risks and

Groundwork Jacksonville, McCoys Creek Restoration Plan, City of Jacksonville, FL:

to construction plans and specifications for competitive bidding with constrained

Monroe County, Harry Harris Park Vulnerability Analysis and Adaptation Plan,  
Monroe County, FL

for the near term (five years or less) and longer-term (more than 5 years) strategies

City of Fernandina Beach, Downtown Waterfront Resiliency Master Plan, City of  
Fernandina Beach, FL

enable Fernandina Beach to efficiently and effectively plan future infrastructure

understand and prepare for the impacts of existing and future downtown flooding  
which results from high-tide events, storm surge, flash floods and sea level rise

City of St. Augustine, Resilience Planning and Implementation, St. Augustine, FL:

(continued)

(continued)

St. Johns County, San Julian Wetlands Study, Permitting and Design, St. Johns County, FL

identification, and permitting services for drainage improvement projects identified in the 2019 Butler Beach

St. Johns County, S. Collins Avenue, St. Johns County, FL

solutions to on-going citizen complaints regarding poor drainage and flooding of the South Collins Avenue and Lawrence Avenue neighborhood, south of State Road 16 in St. Augustine, FL 32084. County staff has identified

St. Johns County, A Street Drainage, St. Johns County, FL

nuisance flooding along A Street that is a safety concern for pedestrians and regular traffic in the area. This project analyzed several potential drainage improvement projects to alleviate the nuisance flooding along A

St. Johns County, Lee Road, St. Johns County, FL

St. Johns County, HUD Environmental Assessment for Hastings Sewer Projects Phase I, II & III, St. Johns County, FL

history of the site, and readily available Geographic Information System (GIS) shapefiles, as well as a cursory field inspection to ground-truth the findings of the desktop survey.

**Professional Experience at another firm**

Illinois Association of Wastewater Agencies, Study on the Impact of Advanced Wastewater Treatment on Carbon Footprint, Illinois: Developed a working definition of carbon footprint for wastewater, identified all



WSP  
City of Fort Lauderdale  
Net Zero Plan for the City of Fort Lauderdale



and certification, Teresa provides sustainable guidance on projects throughout WSP,

Teresa has worked on design/build projects, preliminary designs and studies, final

City of Boston, Heat Resilience Strategies, Boston, MA:

resilience lead for infrastructure resilience, sustainable cost benefit analysis and

street scape, parks and residential (multi- and single family). Costs and benefits

costs; potential avoided business interruptions; public health benefits; impacts to property values; and other social, economic, and environmental costs and benefits.

Rowes Wharf Project, Boston, MA:

MTA Penn Station Access, New York City, New York:

LaGuardia Airport Terminal B Redevelopment Program, Queens, New York:

(continued)

**Professional Experience (continued)**

**Massachusetts Bay Transportation Authority, Quincy Bus Maintenance Facility, Quincy, MA:**

Sustainability/ Resiliency Lead. This project is the final design of a bus maintenance facility transit buses. The facility is required to be Envision and LEED certified. The project is pursuing Envision Gold and LEED Gold. The

electric bus (BEB) fleet. The owner is the Massachusetts Bay Transportation Authority. The project is pursuing Gold for both Envision and LEED. For certification, all aspects of the project location, community, site, facility,

**Massachusetts Bay Transportation Authority, South-Side Maintenance Facility, Readville, MA:**





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### Certifications

Lead Verifier,

Lead Verifier, Low

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Net Zero Plan for the City of Fort Lauderdale

experience in greenhouse gas accounting and verification; GREET lifecycle analysis (LCA) modeling; and environmental compliance. She supports clients in the financial

2022 Science-based Target Setting Support, New York, New York:

Chemicals Manufacturing Company, 2021 & 2022 Limited Assurance Support, Nationwide

and virtual site visits, developed a log of issues to fill data gaps and inconsistencies,

Aerospace & Defense Company, FY21 & FY22 Greenhouse Gas Support, Nationwide:

and missing data, developed a log of issues to fill data gaps and inconsistencies,

(continued)

**Professional Experience (continued)**

Embodied Carbon FY21, Global

2021-2023 Sustainability Support, New York, New York

company's flagship store; and assisted in considering renewable energy credit procurement options. WSP is

2021-2023 GHG Inventory Management, New York, New York

third-party verification of Scope 3 categories and provides support in reporting metrics to the luxury goods



**Certifications**

Adobe Certified



508 Compliance



a resource for graphic design methods and tools. She actively promotes firm wide



AASHTO, CEO Peer Exchange Report



Oregon Department of Transportation (ODOT), Open Tolling Back Office Systems Report, Oregon



Illinois Department of Transportation, Illinois Marine Transportation System Plan (IMTS), Illinois



updates, video support/direction, social media ads, and final design and content and graphic layout for final report. Coordinated print production for both reports.

Maryland Department of Transportation, 2020 Comprehensive Transportation Plan Brochure, Maryland



Virginia Department of Transportation (VDOT), 2019 Maintenance and Operations Comprehensive Review Report, Virginia



5-Chapters. Supported the team with file management updates and creation of various figures for this 100+ page report.



## WSP's Climate, Resilience and Sustainability (CRS) National Business Practice

Climate change is a defining challenge of our



vulnerabilities and complicates the already-difficult



We strive to be the most influential CRS services



collaborate with our clients on flood planning,



investing in new climate finance and investment



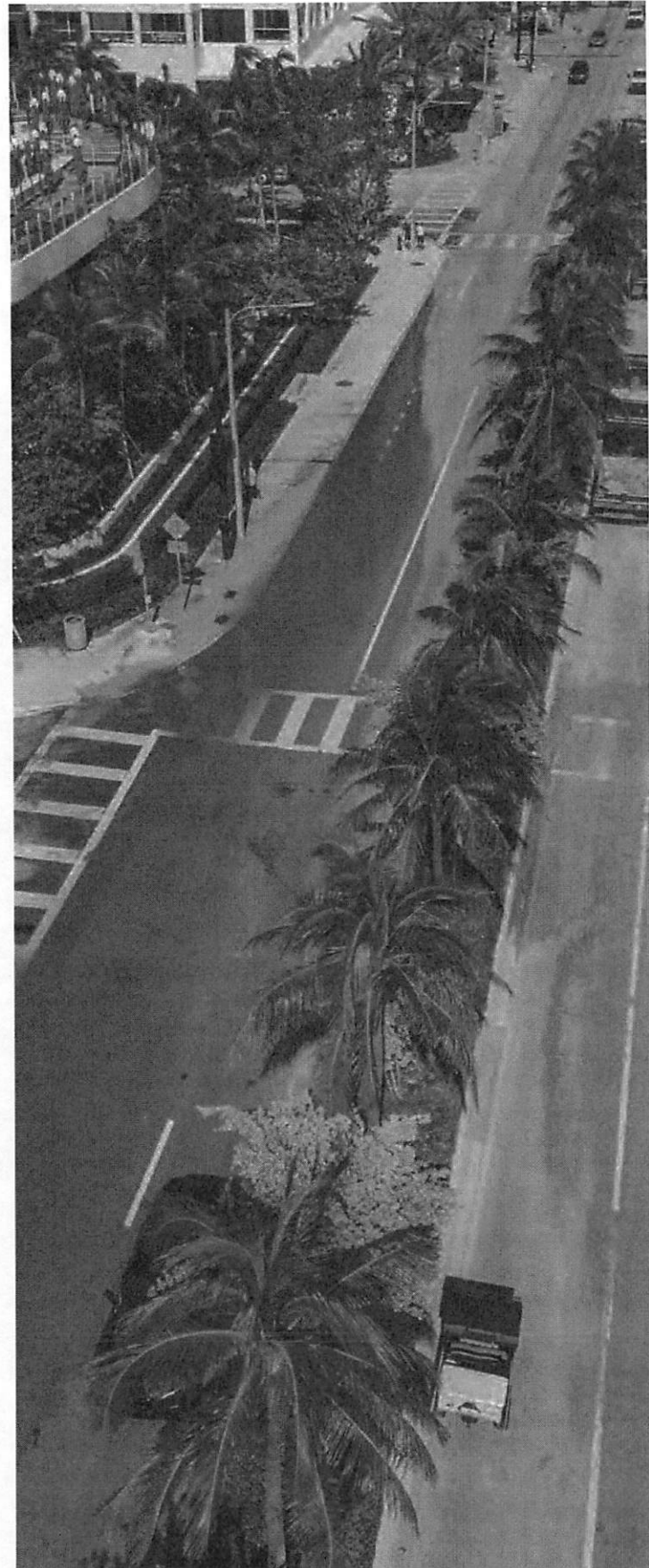
## Our People



of highly qualified professionals that can deliver the Net Zero Plan efficiently and responsively without sacrificing quality. We are fully committed to the City's



## Future Ready®



## Past Projects of Similar Size and Scope

WSP's experts locally and nationally use innovative technology and design solutions to make the complex problem of reducing emissions into an achievable strategy. Our team has worked closely with municipalities across the United States to successfully deliver projects similar in size and scope. These projects include climate and transition plans and studies that identify ways to achieve the net-zero greenhouse gas (GHG) emissions goals. Our team has worked with clients to address GHG emissions from government operations and from cities as a whole. Our projects identify GHG reduction strategies and provide recommended actions aligned with our client's needs, values, and resources.

On the following pages, our team has highlighted several projects similar to the Net Zero Plan for the City of Fort Lauderdale.

### Climate Action Plan

*City of Chicago / Chicago, Illinois*

pg. 30



### PlaNYC 2023 Strategic Climate Plan

*New York City Economic Development Corporation / New York, New York*

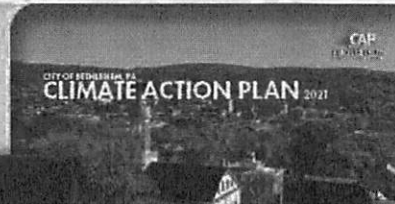
pg. 31



### Climate Action Plan

*City of Bethlehem / Bethlehem, Pennsylvania*

pg. 32



### GHG Emissions Inventory, Resiliency, Sustainability

*City of Saint Augustine / Saint Augustine, Florida*

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### Zero Emission Transition Plan

*PalmTran / Palm Beach County, Florida*

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### Other Similar Projects

*Various Clients*

pg. 35







# 2022 CAP



## CHICAGO CLIMATE ACTION PLAN

LEARN MORE ABOUT THE CITY OF CHICAGO CLIMATE ACTION PLAN:

WEBSITE: <https://www.chicago.gov/city/en/sites/climate-action-plan/home/2022-planning.html>  
REPORT: <https://www.chicago.gov/city/en/sites/climate-action-plan/home/get-involved.html>



## Chicago Climate Action Plan

*City of Chicago / Chicago, Illinois*

The City of Chicago has updated its Climate Action Plan (CAP) to reflect the bold action needed to protect and strengthen communities- locally and globally, joining 96 cities around the world. The City's updated climate goals are designed to reduce carbon emissions while also increasing household savings, advancing environmental justice, and improving community health.

Chicago's new climate goals set a course to reduce the city's carbon emissions 62% by 2040. Anchored in values of economic inclusion and savings, pollution burden reduction, and equitable access to critical infrastructure and community health and resilience. The 2022 CAP prioritizes delivering meaningful community benefits and system improvements as the city continues to lead on climate. The CAP provided Chicago strengthened partnerships and programs to expand access to green space, reduce carbon emissions, and connect residents to meaningful resources and services.

The 2022 CAP is built around climate actions (energy, carbon, electrification, waste, resiliency, and equity) that deliver multiple, meaningful benefits to residents and their communities while also reducing emissions. These co-benefits include:

1. Economic inclusion and savings; 2. Reduced pollution burden; 3. Equitable access to critical infrastructure; 4. Community health and resiliency.

To kick-start implementation of the identified strategies, the plan identified the overlap of 2022 CAP and Chicago's Recovery plan funding, as well as available climate financing options.

### Lesson Learned:

- Centering equity and justice by anchoring strategies in values of economic inclusion and savings, pollution burden reduction, and equitable access to critical infrastructure and community health and resilience. The process began with identifying patterns of historic inequities, identified current tree canopy equity, extreme heat vulnerability, and affordable energy access.
- Developing strategies by analyzing actions across sectors and supporting the city's community engagement process.
- Prioritizing the delivery of meaningful community benefits and system improvements through a focus on climate financing, delivery capacity, addressing known hurdles, and providing clear implementation next steps.

### Firm/Responsibility:

WSP

### Client/Owner:

City of Chicago

### Client Contact:

Angela Tovar  
Chief Sustainability  
Officer, Office of the  
Mayor  
City of Chicago  
312-744-9193  
[angela.tovar@cityofchicago.org](mailto:angela.tovar@cityofchicago.org)

### Project Dates:

Mar. 2021 - Mar. 2022

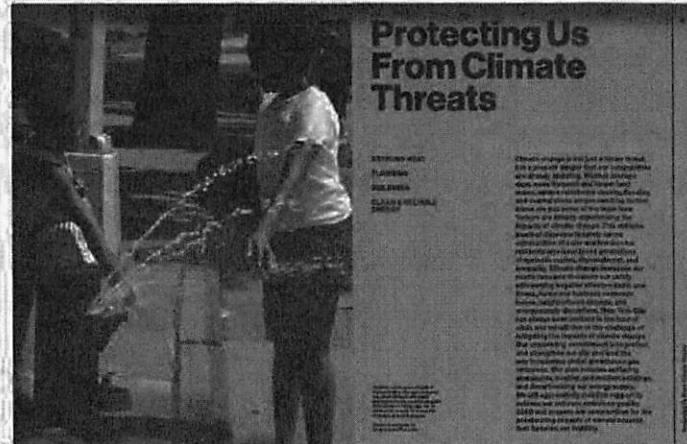
- ✓ Project Management
- ✓ Existing Conditions & Emission Modelling
- ✓ Branding
- ✓ Stakeholder Engagement
- ✓ Net-zero target development
- ✓ GHG reduction strategies
- ✓ Implementation plan
- ✓ On-time & On Budget
- ✓ Equity Considerations



# PlaNYC

## Getting Sustainability Done

LEARN MORE ABOUT THE PLANYC 2023 STRATEGIC CLIMATE PLAN:  
 WEBSITE: <https://climate.cityofnewyork.gov/initiatives/planyc-getting-sustainability-done/>  
 REPORT: <https://climate.cityofnewyork.gov/wp-content/uploads/2023/04/PlaNYC-2023-Final-Report-100.pdf>



## PlaNYC 2023 Strategic Climate Plan

New York City Economic Development Corporation / New York, New York

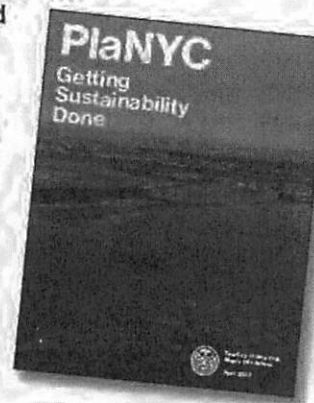
PlaNYC 2023 is New York City's strategic climate and sustainability plan. The plan articulates long term goals and near-term actions to strengthen climate resilience, advance decarbonization, and improve public health and quality of life for all New Yorkers. The City of New York is required by local law to update PlaNYC every four years to establish the administration's strategic direction, policies, and key priority projects to meet its climate and sustainability goals.

WSP was a subconsultant to BJH Advisors, leading the technical analysis and providing writing support for the plan. WSP led the technical analysis to support development of multiple policy initiatives including minimum coastal flood standards for climate resilience, the development of community resilience hubs, assessment of universal access to cooling, assessment of building retrofits to meet new regulatory emission reduction requirements, and new pathways to reduce embodied carbon from construction activities.

New York City issues updates to PlaNYC every four years. WSP co-lead the project, working closely with a consultant team of five firms and a large client team of 12 policy experts. WSP also worked with the client team to coordinate input from 22 city agencies, a strategic advisory board of multiple community organizations, and a mayoral cabinet of deputy mayors, city commissioners, and agency representatives.

### Lessons Learned:

- Technical and policy analysis across multiple climate and sustainability sectors: clean energy, built ecology, coastal resilience, stormwater management, green space and natural resources, food and agriculture, waste and organics, green economy, governance, and climate budgeting
- Complex project management structure within a very tight schedule (4 months)
- Multiple concurrent work streams: technical analysis, policy development, decision making, report writing, visualizations, design, and layout
- Staff support for briefing city leadership, deputy mayors, and elected leader



### Firm/Responsibility:

WSP

### Client/Owner:

New York City  
Economic Development  
Corporation

### Client Contact:

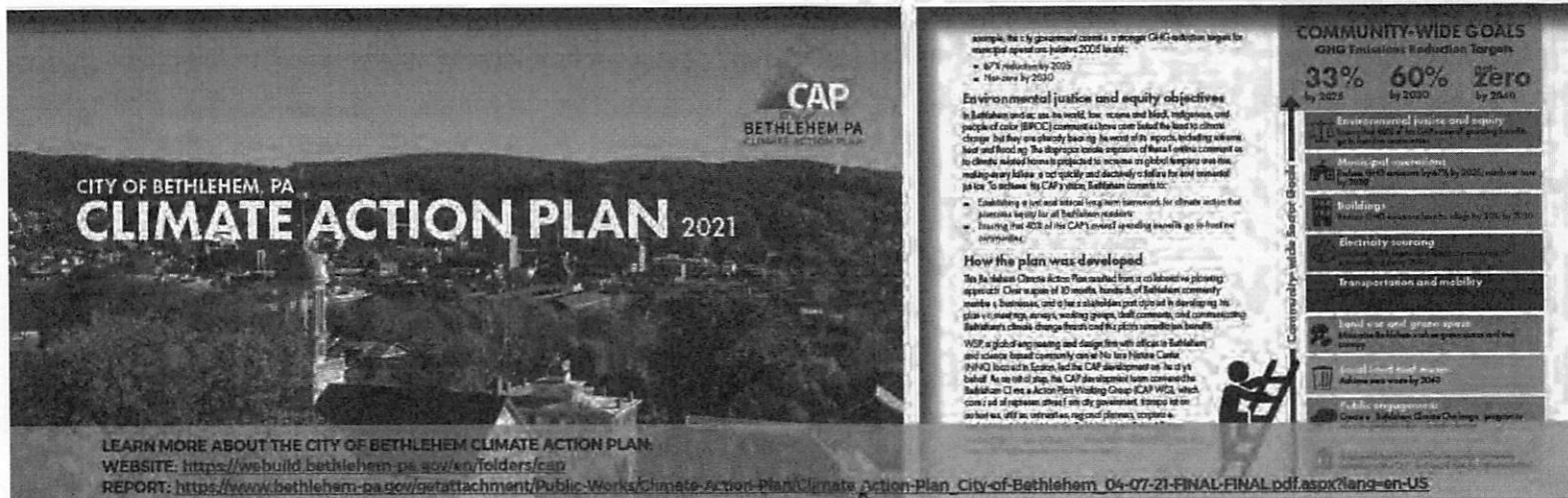
Angela Wong  
Senior Policy Advisor,  
Mayors Office of Climate  
and Environmental  
Justice  
AWong@cityhall.nyc.gov;  
212-346-5785

### Project Dates:

Dec. 2022 - Apr. 2023

- ✓ Project Management
- ✓ Branding
- ✓ Stakeholder Engagement
- ✓ Net-zero target development
- ✓ GHG reduction strategies
- ✓ Implementation plan
- ✓ Quick 5 Month Delivery & On Budget
- ✓ Equity Considerations





## Climate Action Plan

City of Bethlehem / Bethlehem, Pennsylvania

The City of Bethlehem has long supported climate action over the years, committing to the various national and global sustainability and decarbonization initiatives and implementing GHG reduction strategies between 2005 and 2017—including renewable energy purchasing—which reduced municipal emissions 37 percent. In February 2017, City Council unanimously endorsed the creation of a Climate Action Plan (CAP).

WSP was selected to develop the City's first CAP, and manage all aspects of its development, including stakeholder and public engagement, mitigation target setting and achievement roadmap, climate vulnerability assessment, and drafting of the plan. The justice and equity-focused community-wide CAP, specifically designed for the city of 70,000, establishes targeted policies, programs and projects to help Bethlehem mitigate its emissions contribution and build resilience to the impacts of a changing climate.

To establish a baseline, WSP conducted a comprehensive review of the City's municipal operations and citywide GHG emissions inventory processes and procedures. The team then modeled citywide and municipal operations GHG reduction targets for 2030 and 2050, aligning with Intergovernmental Panel on Climate Change global 1.5°C temperature scenarios.

WSP facilitated a series of stakeholder working groups to develop sector-specific mitigation goals and strategies for the CAP. The team analyzed mitigation strategies for their emissions reduction potential and co-benefits and conducted three public meetings and multiple public surveys to gather input for the plan. The team also formed an environmental justice and equity steering committee and partnered with local community-based organizations to give a voice to frontline communities and integrate the principles of justice and equity throughout the CAP.

For the climate vulnerability assessment, WSP analyzed statistically downscaled Localized Constructed Analogs (LOCA) climate projections for the city and processed daily temperature and precipitation projections for multiple future warming scenarios. The team then facilitated multiple stakeholder meetings to conduct a vulnerability assessment based on the climate projection analysis results. WSP compiled the final CAP in a graphically designed template with public release in April 2021.

### Firm/Responsibility:

WSP

### Client/Owner:

City of Bethlehem

### Client Contact:

Matt Dornier  
Deputy Director of  
Public Works, Chief of  
Engineering  
610-865-7051  
MDornier@bethlehem-pa.gov

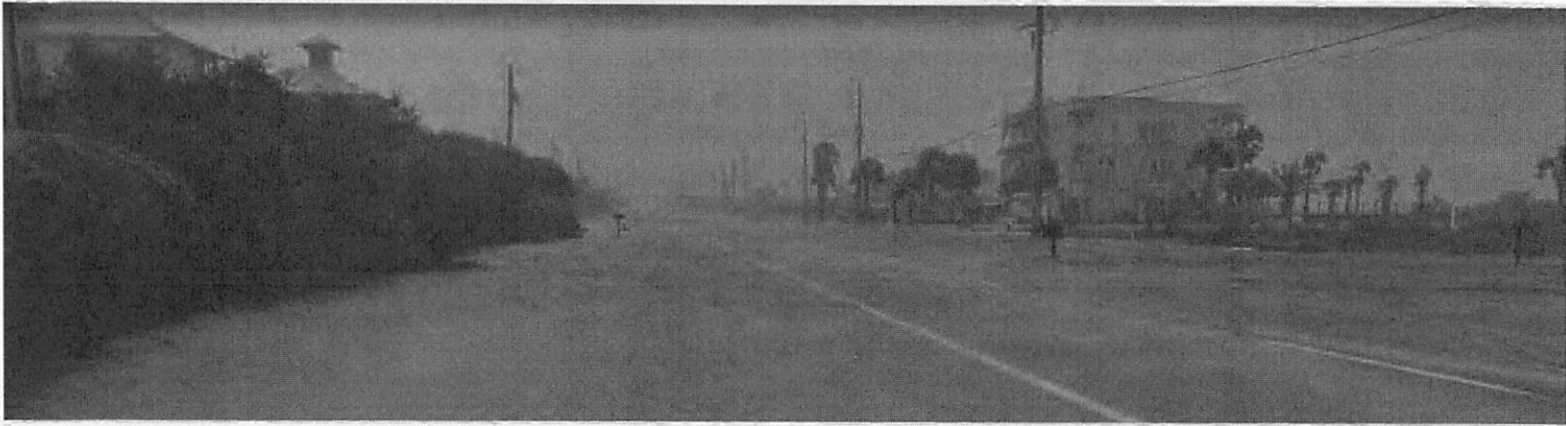
### Project Dates:

Mar. 2020 - Apr. 2021

- ✓ Project Management
- ✓ Existing Conditions & Emission Modelling
- ✓ Branding
- ✓ Stakeholder Engagement
- ✓ Net-zero target development
- ✓ GHG reduction strategies
- ✓ Implementation plan







## GHG Emissions Inventory, Resiliency, Sustainability

*City of Saint Augustine / Saint Augustine, Florida*

### Internal Sustainability Plan

The WSP team worked with CoSA to develop an Internal Sustainability Plan for government services that will serve as a guidebook to be used internally by CoSA staff and facilitate coordination and tracking of projects/initiatives and related information across departments. One of the City's initiatives from their Strategic Plan was to develop CoSA values that lead to sustainable best practices, environmental conservation, and operational change that reduces the CoSA's carbon footprint.

In addition to aligning with the Strategic Plan, the Sustainability Plan will provide:

- Coordination and tracking of projects/ initiatives and related information across departments.
- Guidebook to be used internally by government services.
- Positive effect on the triple bottom line.

At the Sustainability Planning Workshop, the team worked with close to 20 representatives from various CoSA departments to develop criteria that identified values and behaviors related to sustainability that are important to CoSA. These values were then developed into guiding principles which will guide decisions and operations of government services to promote sustainability.

The team also worked with CoSA representatives to name key program areas to group together the goals, topics, and aspects of sustainability, and then identified two or three key indicators per program area that could be used to measure progress in those areas.

### Greenhouse Gas (GHG) Emissions Inventory

WSP is assisting CoSA to begin tracking the carbon footprint associated with operations. A GHG inventory is underway for CoSA's Utilities Department. The inventory will serve as a template that can be further expanded to include other city departments in the future. It will also provide a baseline for tracking the impact of emissions reduction projects going forward.

The CoSA Utilities Department includes the following areas and services: water treatment, wastewater treatment, water transmission and distribution, wastewater collection, stormwater operations, solid waste, environmental compliance, GIS, and meter maintenance. The Carbon Footprint framework will include the fleet departmental vehicles.

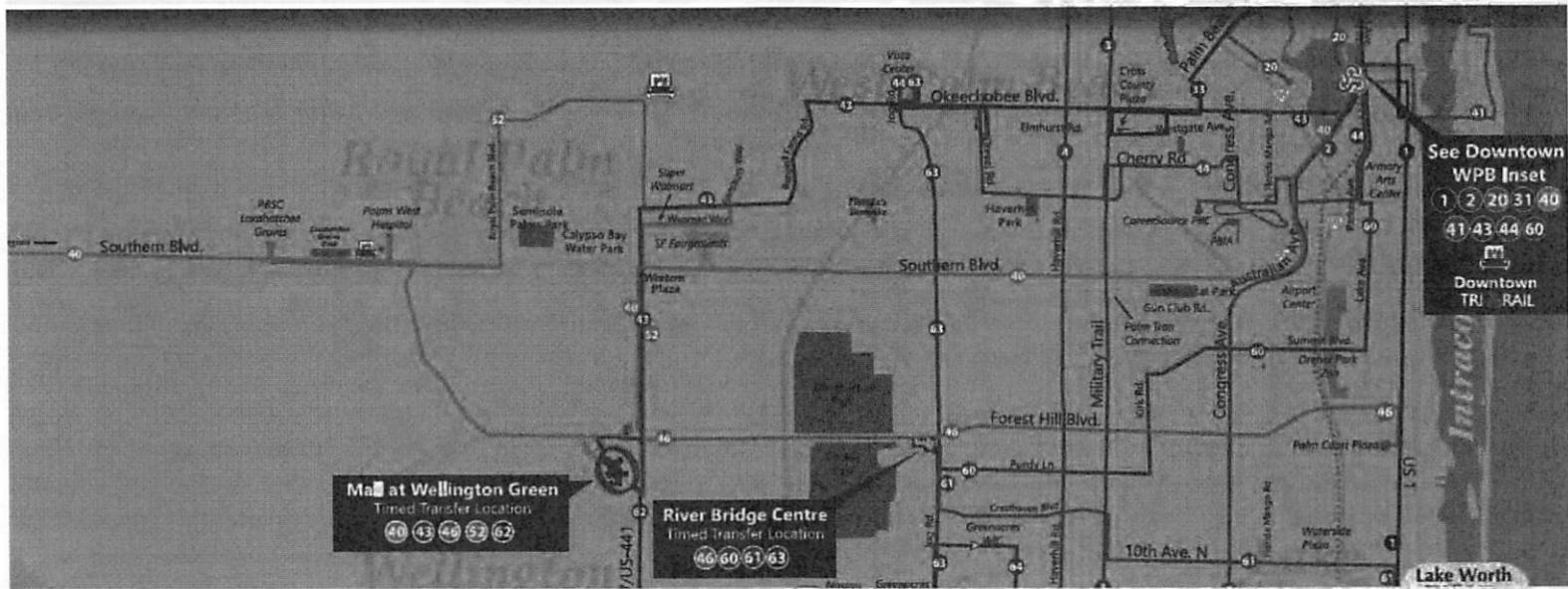
**Firm/Responsibility:**  
WSP

**Client/Owner:**  
City of Saint Augustine

**Client Contact:**  
Todd Grant, PG  
Public Works Deputy  
Director  
City of St. Augustine  
904-209-4271  
TGrant@citystaug.org

**Project Dates:**  
2017 - Ongoing

- ✓ Project Management
- ✓ Existing Conditions & Emission Modelling
- ✓ Branding
- ✓ Stakeholder Engagement
- ✓ Net-zero target development
- ✓ GHG reduction strategies
- ✓ Implementation plan



## Zero Emission Transition Plan

*PalmTran / Palm Beach County, Florida*

WSP is working with PalmTran to provide a Zero Emission Transition Plan for PalmTran's fixed route system, allowing PalmTran to apply for competitive Federal Transit Administration (FTA) funds. This zero-emissions transition plan addressed the items in the FTA's December 1, 2021, Dear Colleague Letter and reviewed the infrastructure required for operating zero emission buses (ZEB).

The Zero Emission Transition Plan evaluates areas of PalmTran's operations such as fleet, funding, regulations, facilities, utilities, and the work force. As part of the plan the agency reviewed the infrastructure, funding, and workforce development needs required to meet its goal of maintaining a 25% low or no emissions vehicle fleet.

PalmTran provides fixed route, paratransit, and on-demand services within Palm Beach County. Located in southeastern Florida, Palm Beach County is the third largest county in Florida by population, with nearly 1.5 million residents, and the second largest county by land area, at 1,977 square miles. PalmTran's fixed route network includes thirty-two (32) routes which serve approximately 3,000 bus stops and seventeen (17) park-and-rides. The plan recommends a gradual replacement of low or no-emission vehicles over time, replaced gradually over time. Under this proposed fleet replacement PalmTran would reach a 25% low or no-emission fleet by 2025. Additionally, the plan proposed workforce training, coaching, and refresher training to ensure they may continue to operate and maintain the PalmTran fleet safely and provide a critical service to the capital area.

### Firm/Responsibility:

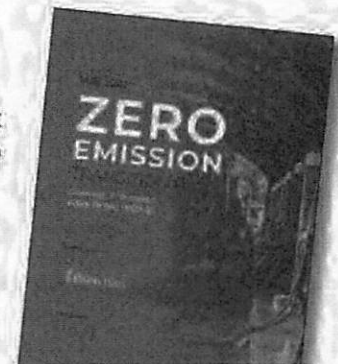
WSP

### Client/Owner:

PalmTran

### Project Dates:

Jan. 2022 - May 2022





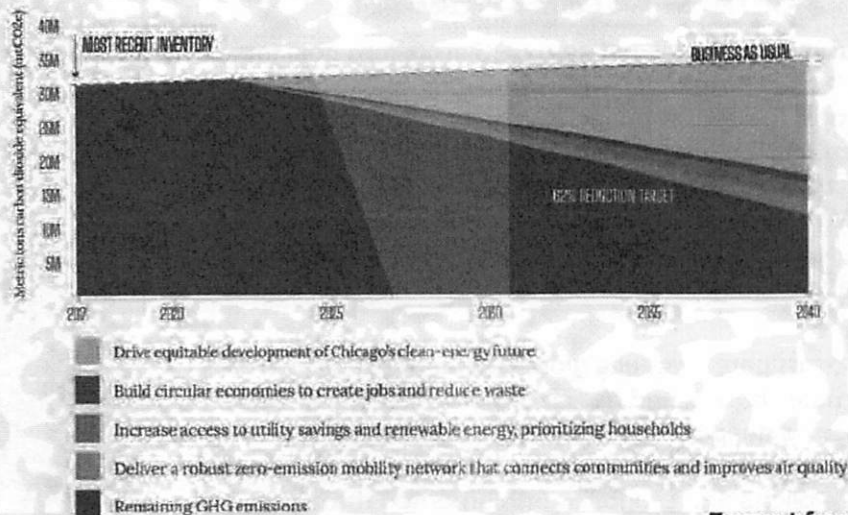
## Other Similar Projects:

Projects	Policy/Plans	Technical Analysis	Economic Assessments	Certification (i.e. -Envision)	Change Management	Energy Transition	Design Guide and Approach	Project Funding
Sustainability								
<b>"The Stitch" Project</b> Atlanta Downtown Improvement District	■	■						
<b>Heat Resilience Solutions for Boston Action Plan</b> City of Boston		■	■				■	
<b>Asset Information Management Project</b> New York City Housing Authority	■	■			■	■		
<b>Energy Procurement Strategy</b> Peninsula Corridor Joint Powers Board	■	■	■			■		
<b>General Architectural and Engineering</b> Washington Metropolitan Area Transit Authority	■	■					■	■
<b>South Dade Transit Operations Center Design</b> (Climate Resilience, Emergency Management, Envision) Miami-Dade County	■	■		■			■	■
<b>Adaptation Planning and Sustainability Support</b> California High-Speed Rail Authority	■	■	■	■	■	■	■	■
<b>On-Call Environmental Planning, Permitting, and Support Services Contract</b> Caltrain	■	■		■		■		■
<b>Air Quality and Sustainability Technical and Policy Analysis On-Call</b> LA Metro	■	■	■			■		
<b>On-Call Services</b> American Association of State Highway Transportation Office	■	■					■	
<b>Strategic Plan</b> SamTrans	■				■	■		
<b>Environmental Planning and Permitting Services On-Call</b> SamTrans	■	■		■		■		■
<b>Planning Services</b> Metropolitan Atlanta Rapid Transit Authority		■					■	■

# CHICAGO GHG EMISSIONS REDUCTION TARGET PATHWAY

## Greenhouse Gas Inventory Summary

The emissions reductions expected from the actions in this plan use the 2017 GHG Emissions Inventory, the most recent report, as a baseline. This inventory estimates the total GHG emissions generated from residential, commercial, institutional, and industrial activities within the city boundary. In 2017, Chicago generated 31,035,000 metric tons of carbon dioxide equivalent (mtCO<sub>2</sub>e) from the activities highlighted in the chart.



*Excerpt from City of Chicago, Climate Action Plan*

## SECTION 3 Approach to Scope of Work



# Approach to Scope of Work

## Understanding of the Scope of Work

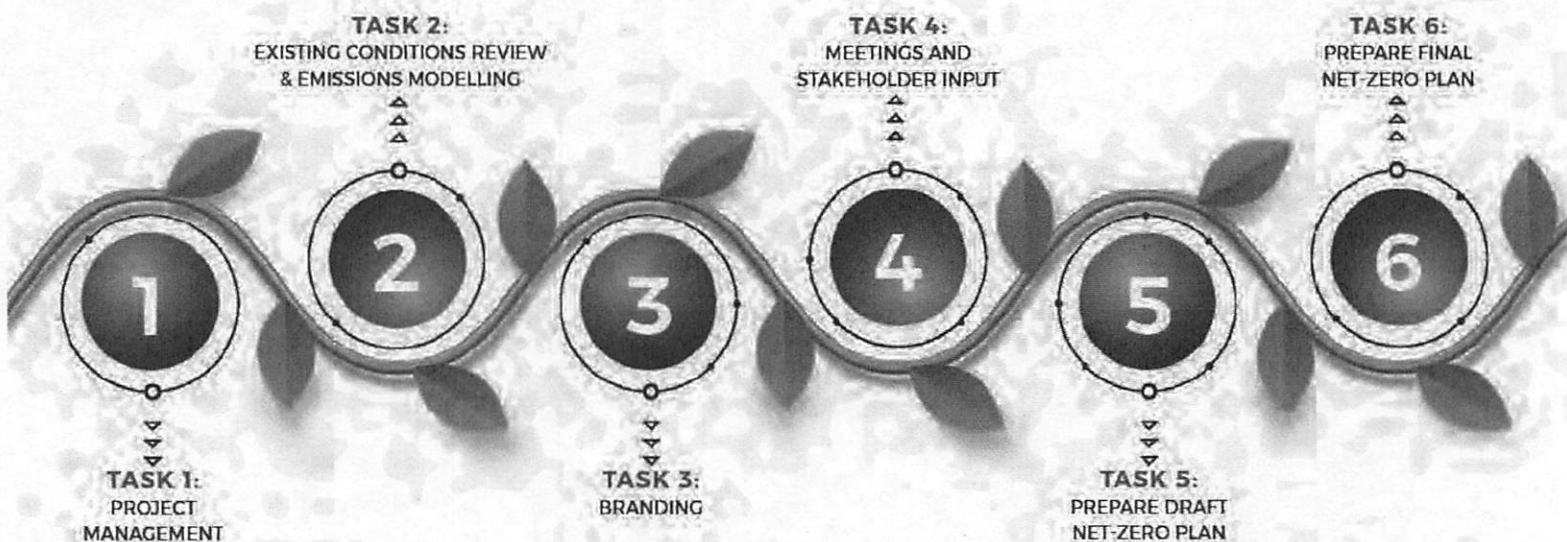
The City of Fort Lauderdale (the City) has made a commitment to reach net zero communitywide and city government operations greenhouse gas (GHG) emissions by 2050, below 2019 levels. This commitment builds on the City's 2010 *Sustainability Action Plan*, which set a goal of a 20% reduction of GHG emissions by 2020. The City subsequently set a more ambitious GHG reduction goal of an 80% reduction by 2050 as a component on the City's Advance Fort Lauderdale Comprehensive Plan.

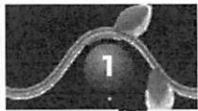
In December 2021, the City Commission ratified the net zero GHG emissions goal for City government operations by 2040 and community-wide emissions by 2050, further increasing the City's climate ambitions. To support the achievement of these goals, the City has joined ICLEI - Local Governments for Sustainability's Race to Zero campaign, an initiative based on the United Nations' Framework Convention on Climate Change's (UNFCCC) Race to Zero Campaign. WSP understands that this commitment requires the City to set a science based GHG reduction target by 2030, which will be followed by an additional interim 2040 target and culminating with net zero GHG emissions by 2050.

Fort Lauderdale recognizes it must do its part to reduce global GHG emissions to avoid the most catastrophic effects of climate change, and has an opportunity to lead cities in South Florida in setting and achieving deep carbon reductions. Developing and implementing initiatives that will yield lower GHG emissions will bring multiple benefits to Fort Lauderdale and its residents. Policies and programs implemented through this effort will create green jobs, increase the city's resilience to the effects of climate change, improve air quality, lead to other public health benefits, and results in a more prosperous, thriving city for decades to come.

WSP has helped numerous communities to develop stakeholder-led, equity focused GHG mitigation plans. Our technical expertise and experience collaborating with communities and private corporations to set and achieve ambitious, achievable GHG reduction goals is unparalleled.

## Project Approach





ector-specific subject matter experts, as well

► **COMMUNICATION/COLLABORATION:**

- Volume of fuel used by City fleet
- and management approach (landfill, waste to energy,
- 
- 

**TASK 1 DELIVERABLES WILL INCLUDE:**

- |   |   |
|---|---|
| 1 | 2 |
| 3 | 3 |



## TASK 2: EXISTING CONDITIONS REVIEW & EMISSIONS MODELLING

Fort Lauderdale implemented the first Sustainability Action Plan to address the challenge of climate hazards more than ten years ago. Since then, a variety of initiatives have emerged. WSP takes a top-down approach to reviewing to review all existing energy, emissions, waste, and climate policies, plans, ordinances from state requirements/standards/codes to city policies/ordinances/plans. The City has enacted policies and procedures organized by emissions sources and categories. The team will identify both the positive aspects of the policies and the roadblocks, policies that hinder, that were uncovered using the **SWOT** (Strengths, Weaknesses, Opportunities, Threats) analysis. WSP will identify 'levers' that are in City control, 'levers' under control of others (FPL), and 'levers' that are voluntary and owned by public.

WSP shall review and align this Plan with key City and regional plans including but not limited to:

- |  |  |
|--|--|
| 1. Fast Forward 2035 Vision Plan                   | 8. Transportation Plans                    |
| 2. Press Play 2024 Strategic Plan                  | 9. Urban Design Master Plans               |
| 3. Advance Fort Lauderdale 2040 Comprehensive Plan | 10. Design and Construction Manual         |
| 4. Net Zero greenhouse gas goals                   | 11. Parks Master Plan                      |
| 5. 2019 GHG inventory                              | 12. SFRCC Regional Climate Action Plan 3.0 |
| 6. Neighbor surveys                                |  |
| 7. Public Works Master Plans                       |  |



This existing conditions analysis will form the foundation for three key tasks. It will inform:

1. GHG emissions forecast modeling and future scenario selection;
2. Stakeholder and community engagement, to highlight achievements and focus participant attention on gaps and opportunities; and
3. GHG reduction strategy development

WSP will prepare two forecast scenarios for the community and government operations by emissions sector for 2030, 2040, and 2050. The business-as-usual (BAU) scenario is a conservative scenario that only accounts for anticipated population and employment growth in Fort Lauderdale. WSP will also develop a "legislative-adjusted forecast" which accounts not only for population and economic growth, but planned policies and anticipated regulatory action at the federal, state, and local levels.

### TASK 2 DELIVERABLES WILL INCLUDE:

1. Technical Memorandum outlining data collected;
2. Review of existing GHG inventories;
3. Modelling of future emissions scenarios; and key conclusions from the analysis.



### TASK 3: BRANDING

Communications surrounding the Roadmap to Net Zero Plan initiatives would focus on the Energy and transportation sectors that accounts for 82% of annual emissions in Florida as of 2022. Communicating recommended actions - and the reasoning behind them - clearly and concisely will be paramount to program success and establishing a comprehensive brand strategy that will direct that consistent communication.

THE ROADMAP TO NET ZERO PLAN BRAND STRATEGY WILL CONSIST OF THREE MAIN ELEMENTS:  
1) POSITIONING, 2) COMMUNICATION, 3) IDENTITY.

These three elements will be delivered at the conclusion of the task in a Brand Guidelines document, which provides guidance on brand use and documents the development process behind the Guidelines.

#### ELEMENT 1: BRAND POSITION

In developing our Brand Position, we will establish the Roadmap to Net Zero Plan vision and values and provide an understanding of how others are communicating parallel environmental and climate change mitigation initiatives in the City, both within and outside of city government. We will analyze other programs in the same Net Zero space to determine what messages they are communicating and how, and evaluate which methods provide the most engagement and success. We will also identify which brands dovetail with or support our strategy to determine potential partnerships and cohesiveness of messaging. At the conclusion of the analysis process, we will present our findings and preliminary messaging recommendations to City staff for review and discussion.

With that analysis in-hand, the next step of the Brand Positioning element is to clearly identify program intent, desired future outcomes when the program is implemented, and the steps required to achieve that outcome. By clearly defining the goals and objectives of the Roadmap to Net Zero Plan program and understanding potentially competing or parallel messaging delivered by other programs, we identify what makes our program unique and establish key messaging and high-impacts statements that form the foundation for our Brand Communications.

#### TASK 3, ELEMENT 1: BRAND POSITION DELIVERABLES WILL INCLUDE:

The Brand Guideline document section on Brand Position, including:

- ▶ Competitive Analysis of City environmental and climate change mitigation initiatives (memo)
- ▶ Presentation of Competitive Analysis to City staff (teleconference, slide deck)
- ▶ Roadmap to Net Zero Plan purpose statement
- ▶ Roadmap to Net Zero Plan vision statement
- ▶ Key messaging statements

#### ELEMENT 2: BRAND COMMUNICATION

The Brand Communication element builds on the Brand Position and identifies our communication objectives, channels, and the voice we will use to share our message.

A primary communication objective for our brand will be to communicate and educate stakeholders on the importance of the Net Zero Plan in combating carbon emissions and mitigating climate-related impacts. Refining that objective, and others, and establishing messaging guidelines will allow the City to be clear and consistent in the presentation of your Net Zero Plan content. The messaging guidelines will help the City focus on the benefits of the program and highlight what makes the program unique and effective. The guidelines can be optionally adapted as a series of executive-level 'talking points.'

Building on the Competitive Analysis from the Brand Position element, we will recommend the most effective channels and strategies for communicating information about the Net Zero Plan across the spectrum of print, digital, web, multimedia, social media, and press. We will develop a matrix identifying communication methods for different target audiences, and recommendations for maximizing engagement opportunities with the

public. We will also identify additional opportunities for engagement not already captured in the Competitive Analysis process.

Having identified the recommended channels, we will outline a proposed brand voice for communicating about the project. The brand voice will provide direction on how to communicate our messaging in a way that should be the most well received and inspirational to your audience, including tone, perspective, tense, and word choice.

**TASK 3, ELEMENT 2: BRAND COMMUNICATION DELIVERABLES WILL INCLUDE:**

The Brand Guideline document section on Brand Communication, including:

- ▶ Messaging guidelines for communicating about the Net Zero Plan
- ▶ Recommendations for communication channels and maximizing engagement with the public
- ▶ Identifying communication opportunities
- ▶ Outline of brand voice

**ELEMENT 3: BRAND IDENTITY**

The Brand Identity is the visual representation of the Net Zero Plan brand. The Brand Identity will include the design of a Net Zero Plan logo or identifier and color palette, fonts, iconography, and other graphic elements that will form the visual vocabulary for the brand. The Brand Identity System will also provide guidelines for using the logo and other visual elements of the brand, including acceptable uses of the logo, guidelines for partnering or co-branding, and accessibility guidelines to ensure that text and colors are used in a way that maximizes access to information.

The logo design process will include the development of up to three unique logo concepts that will be presented to the City for review. Based on feedback, the preferred logo option will be refined into a final logo design that will be presented to the City for approval. After approval, the logo will be documented in the Brand Identity System. Electronic logo files will be provided to the City in original art (.ai), vector (.svg), and raster (.png, .jpg) formats.

The final deliverable for the branding effort will be the complete Brand Guideline document, including the deliverables from Elements 1-3 and a stand-alone Brand Identity System intended as a reference for users of the brand.

**TASK 3, ELEMENT 3: BRAND IDENTITY DELIVERABLES WILL INCLUDE:**

The Brand Guideline document section on Brand Identity, including:

- ▶ Net Zero Plan logo concepts
- ▶ Net Zero Plan final logo
- ▶ Logo usage guidelines
- ▶ Brand fonts, color palette, iconography, graphic elements, and accessibility guidelines
- ▶ Standalone Brand Identity reference for users of the brand





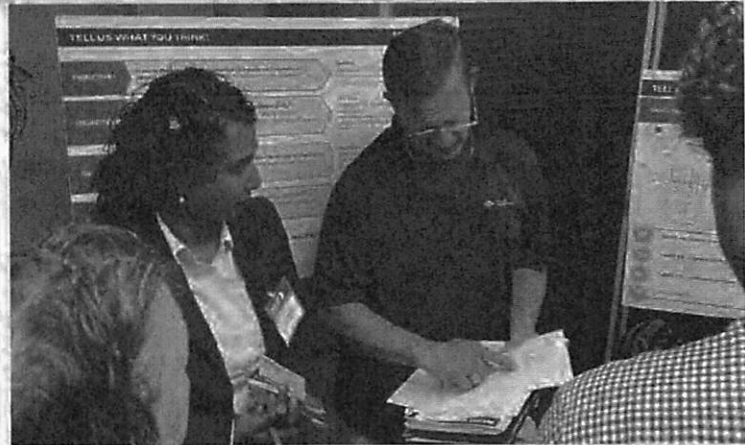
## TASK 4: MEETINGS AND STAKEHOLDER INPUT

EFFECTIVE STAKEHOLDER MANAGEMENT IS CENTRAL TO DEVELOPING OUR NET ZERO PLAN AND IMPLEMENTATION STRATEGIES.

Stakeholder engagement is a cornerstone of successful planning and implementation of a roadmap.

**Catherine Prince** has strong experience engaging with Fort Lauderdale communities. Community and internal stakeholder engagement is not an afterthought but engrained in the Project from the onset. The Roadmap to Net Zero in conjunction with the City's Climate Vulnerability Analysis requires significant and sustained outreach, particularly with the historically disinvested communities in the City.

**WSP's approach is to create a sense of ownership, build excitement, and strengthen the relationships between citizens, neighborhoods, and government.**



Encouraging partnerships amongst stakeholders and the Community will catalyze a sense of unity not only for the Project at hand but for future work. Our team has dozens of examples of stakeholder-driven and -informed projects ranging from the public to elected officials. These successful projects have enhanced stakeholder engagement and public buy-in, setting the stage for longer-term success. Our approach to this challenge is elaborated in the below section.

### COMMUNITY-BASED ENGAGEMENT WITH TWO GOALS: TRANSPARENCY AND BUY-IN

A transparent process requires substantial and sustained engagement. The WSP team will map an outreach plan in coordination with the City. This will include, an essential stakeholder list, and specific areas where stakeholder input is desired. The outreach plan will create clear expectations for how and when engagement will drive the project and where feedback is essential.

- ▶ **Develop an outreach plan**, a two-page document that lays out the outreach plan providing a detailed list of tasks, due dates, and list of stakeholders- both internal, external. The plan is a living document and is updated after each check-in meeting, which serves as how we provide accountability as part of the outreach phase. Everyone involved from the WSP team and the City will have an easy-to-use reference document
- ▶ **Setting clear expectations** from the start of a project and ensuring consistent communication is key to building the will necessary for further action. This team is ready from day one - to engage the Community and internal City stakeholders.
- ▶ **We will not assume that everyone is on the same starting page.** Real engagement begins with understanding our stakeholders and their purpose for engaging or explaining why they should care. We will consider the messaging for each stakeholder group and engage with them in a way tailored to individual needs and works for the City. We will use that engagement to understand better each community member's concerns to drive the project process. We will use partner and community groups to integrate existing knowledge and expand upon the needs of all members.
- ▶ **Outreach within historically disadvantaged communities.** Equitable outreach requires deliberate planning, particularly with trusted community leaders. The team will work with the City to identify these leaders. Also, when, where, and how we engage is a consideration. It is important to bring engagement to where the community live, works, or have their daily activities. The WSP team will work with the city to identify the best ways to engage for productive engagement.



**THE WSP TEAM HAS THE EXPERIENCE WORKING WITH FORT LAUDERDALE'S COMMUNITIES AND CITY DEPARTMENTS TO DELIVER THE CITY A SUCCESSFUL OUTCOME. WE BRING STRONG COMMUNITY RELATIONSHIPS TO NEIGHBORHOOD ASSOCIATIONS, BUSINESS LEADERS, AND COMMUNITY LEADERS AND ACTIVITIES.**

**Leading community workshops.** The WSP team will lead a hands-on interactive workshop with the community. Deputy Project Manager **Catherine Prince** has extensive experience organizing and leading community workshops. The first workshop will identify community priorities and potential strategies. The second workshop will focus on building consensus of the identified strategies and implementation plan.

**Developing a project website for community input and to share project updates.** The WSP team will develop a standalone project website that can serve a dual purpose of digital engagement, as well as one single space for project updates from initiation to final Net Zero plan.

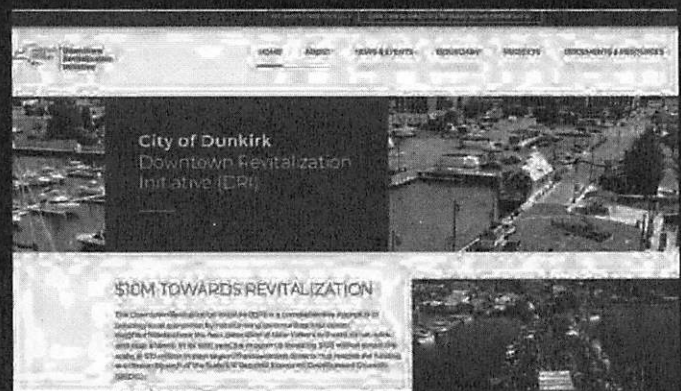
### WSP'S EXPERTISE IN VISUAL COMMUNICATIONS

WSP leverages its expertise in visual communications and its comprehensive knowledge of regional, state, and federal organizations to create a targeted, result-driven project website. As a key element and starting point of any website strategy, and in collaboration with the project team and our teaming partners, WSP will build upon existing agency branding to clearly establish a visual identity for the project's website. WSP's web team will work closely with planning teams, outreach teams, and the graphics team to ensure a consistent and complimentary brand is maintained throughout the website development cycle.

WSP will facilitate an early and comprehensive needs analysis and detailed requirements gathering process with agency staff and other essential teaming partners. The goal of this process is to clearly define the information architecture for the website program, define overall usability and visual aesthetics, and establish a clear vision of the overall interface requirements, all within the context of the intended target audiences and their needs. Technical aspects of website delivery will also be clarified.

A thorough review of objectives, web standards and agency branding will serve as the foundation of the user interface design and information architecture. WSP will prepare a user interface for review and comment. User interface will be further revised to illustrate navigation functionality and responsive display.

Following user interface design approval, WSP will develop a functional website prototype for preview on WSP's secure servers. A sampling of website pages will be populated with placeholder content to ensure website interactivity and functionality are agreed upon. Key interactive and visual elements will be included as part of this review. Content will be integrated to facilitate readability and usability and will maintain overall aesthetic page design and highlight key messages. WSP will also ensure page layout is compliant with Section 508 web accessibility requirements to the extent feasible and as required. Following review and integration of all client comments, website will be launched to the public.



*Illustrated Above: WSP collaborated with the City of Dunkirk, New York on the Downtown Revitalization project, creating a website to spur digital engagement within the community.*

<https://dunkirkdri.com/>

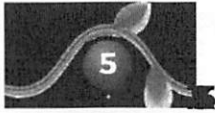


**STAKEHOLDER ENGAGEMENT****Internal stakeholders to include:**

City of Fort Lauderdale Division	Anticipated Coordination
<b>Transportation and Mobility (TAM) Divisions of Planning, Projects, Parking, FXE Airport</b>	Multimodal policies & projects, Circuit and other local circulators, parking, curb space management, event alternate mobility considerations/closures.
<b>Parks and Recreation</b>	Urban tree cover, events waste management, water conservation, Sargassum recycling, and other efforts.
<b>Department of Public Works (PW) - Divisions of Sustainability, Utilities, Engineering</b>	Solid Waste Management, lighting and other energy efficiency, policy, and ordinance updates to consider future climate conditions (if any). Opportunities to integrate sustainable infrastructure policies.
<b>Department of Sustainable Development (DSD), Divisions of Urban Design &amp; Planning, Permitting</b>	Smart growth and existing and proposed private property policy requirements (if any), ease of permitting to install solar panels, other renewable energy options, tracking Green Buildings certifications, others.

**External stakeholders to include:**

External Stakeholders	Role in the Community, Anticipated Coordination
<b>Florida Power and Light</b>	FPL is the sole provider of energy utility services for the City. Discussions to include: FPL's Real Zero plan, options to reduce energy burden on the frontline communities.
<b>The CLEO Institute</b>	CLEO Institute is a climate crisis advocacy non-partisan organization. Discussions to include: impacts to frontline communities, potential opportunities, strategies, and solutions.
<b>Miami Waterkeeper</b>	Miami Waterkeeper is an advocacy for clean water and ecosystem protection. Discussion will include: water pollution and water conservation.
<b>Greater Fort Lauderdale Chamber of Commerce</b>	Business organization with over 1000 companies. Discussions may include the policies and strategies that can facilitate the shift towards net zero in the business community.
<b>Urban Land Institute (ULI)</b>	Professional organization of real estate sector and land use. Discussion with the resilience committee to review the opportunities to decarbonize.
<b>Urban Sustainability Directors Network (USDN)</b>	Leverage the City's membership and access innovative strategies that may have been successful in other South Florida cities.
<b>ICLEI - Local Governments for Sustainability</b>	Leverage the City's membership to access support for developing science based GHG reduction targets and potential reduction strategies.



## PREPARE DRAFT NET-ZERO PLAN

from specific strategies, reflecting WSP's extensive experience developing and implementing carbon mitigation

WSP's approach will consider circumstances specific to Fort Lauderdale, building on its review of existing

strategies reflective of best practices in community and government operations net zero GHG planning. The

to illustrate pathways to net zero GHG emissions by 2050, with specific strategies prioritized in consideration of

WSP's approach to developing GHG mitigation strategies will also consider relevant co-benefits, including climate resilience and public health benefits, for example, from heat mitigation. Implementation for

scale, such as carbon removal. All assumptions used in WSP's analysis will be clearly identified.

implementation of new programs. Proposed actions will be specific to government operations and community

- ▶ Set energy efficiency/GHG reduction standards and goals for new and existing buildings, in accordance
- ▶ Decarbonize existing buildings through incentivizing all-electric building retrofit with the minimum
- ▶
- ▶
- ▶
- ▶
- ▶
- ▶

ON-ROAD VEHICLE MILES TRAVELLED (VMT)

- ▶ **Connecting the Blocks**  
identifies over 126 multimodal (pedestrian, bicycle, vision Zero, Safe Streets for Fort Lauderdale)
- ▶ **emission reduction from Inflation Reduction Act (IRA)**
- ▶ **with specific consideration to the 2017 Transportation**
- ▶ **over the next five years, or the competitive Discretionary**
- ▶ **divert waste from landfills.**



CAM #23-0792  
Exhibit 7  
Page 46 of 112

CAM #23-0792  
Exhibit 7  
Page 48 of 112



# Scheduling Methodology

WSP has developed the below timeline for completion of the City's Net Zero Plan in a 180 day period (6 months). In our experience, 120 days (4 months) is a very aggressive timeline, given the critical need for stakeholder engagement and input. As such, WSP has proposed a 180 day timeline to ensure all project milestones are met.

Proposed Project Timeline			Activities	KO	Kick-Off	#	Workshops	D1	First Draft	D1C	First Draft City Comments	FDC	Final Draft City Comments	PP	Published Plan												
Months from NTP	Calendar Days from NTP	Weeks	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6				
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Task 1: Project Management																											
1. Monthly progress meetings (5 meetings)			KO																								
2. Prepare and maintain Project Management Portal																											
3. Request for Information (RFI) and Data Collection																											
Task 2: Existing Conditions & Emissions Modelling																											
1. Review relevant data, policies, and plans																											
2. Review, identify gaps with City's GHG inventory and its initiatives																											
3. GHG emissions modelling per sector, for future emission scenarios																											
4. Review and align with regional plans																											
Task 3: Branding																											
1. Develop branding strategy																											
2. Review and summarize existing brands																											
3. Recommendations to maximize engagement, co-branding																											
Task 4: Meetings and Stakeholder Input (in-person)																											
1. Internal workshop at kick-off																											
2. Internal stakeholder meetings (two 90 min meetings with small groups)																											
3. Community workshops (#1 community input, #2 plan finalization)										#1				#2													
4. Stakeholder meetings (up to three 90 min meetings)																											
5. Project Website to plan and post updates																											
Task 5: Net Zero Plan DRAFT																											
1. Net zero plan																		D1									
2. Prioritization framework, costs, timeline, prioritization metrics																											
3. Goals and initiatives short, medium, long-term																											
4. Implementation Plan																											
City review period																				D1C					FDC		
Task 6: Net ZeroPlan FINAL																											
1. Final Plan																									FD		PP
2. Presentation: Sustainability Advi Board (SAB), City Commission (conf & regular)																											

Require new City buildings to be all-electric and retrofit



## Current Workload

Our proposed team is well-prepared to begin work on the Net Zero Plan for the City of Fort Lauderdale. Our unique blend of expertise and experience incorporates lessons learned and best practices from similar projects across the United States. We will collaborate with the City to develop cost-effective solutions that will protect citizens and infrastructure. Our vast experience has helped hundreds of clients tackle climate change challenges over the past two decades. We will advise the City in developing a Roadmap to Net Zero Plan that will identify pathways to achieve the City's net-zero greenhouse gas emissions goals within the ambitious schedule.

WSP's depth of professional resources across Florida having over 1,400 staff in the state, our 3rd-party audited quality processes, and a workforce approach proven scalable to match the need are all critical factors in delivering professional capacity. These advantages ensure we are positioned to manage concurrent, expedited and complex projects. WSP works constantly under contracts like this, where project needs range from dormant to urgent. In response, our staffing systems are designed to efficiently dedicate resources where needed at peak times, and shift them back to other programs when needs decrease. The chart below highlights WSP's key staff dedicated to this project with a proven ability to implement the scope of services required under this project.

	<b>Angie Xiong   Project Manager</b> <ul style="list-style-type: none"> <li>13 years of experience in climate change and resilience, focused on GHG inventories, climate change policies, community/stakeholder engagement, and implementation planning in both a municipal and corporate context</li> <li>As an AICP-certified planner, supported over a dozen city, county, and special agencies in climate action and adaptation planning and sustainability strategy.</li> </ul>	<b>WSP</b> Availability: 60% Years of Experience: 12 Date Available: NTP
	<b>Catherine Prince, PMP, LEED AP STP+   Deputy Project Manager</b> <ul style="list-style-type: none"> <li>Former Fort Lauderdale staff and understands the City's processes and procedures</li> <li>Focused on transportation prioritization and adaptation strategies</li> </ul>	<b>WSP</b> Availability: 70% Years of Experience: 18 Date Available: NTP
	<b>Jon Dickinson   Principal-in-Charge</b> <ul style="list-style-type: none"> <li>Experienced in climate change mitigation, adaptation planning, GHG emissions measurement and reporting, and sustainability plan development and implementation</li> <li>GBCI-certified Urban Greenhouse Gas Inventory Specialist</li> </ul>	<b>WSP</b> Availability: 60% Years of Experience: 21 Date Available: NTP
	<b>Jeff Irvine   Senior Advisor</b> <ul style="list-style-type: none"> <li>GBCI-certified Urban Greenhouse Gas Inventory Specialist</li> <li>Leads the CRS goal- and target-setting practice area at WSP</li> <li>Directed the development of multiple SBTi-approved sciencebased targets and net-zero targets for Fortune 100 corporate clients</li> </ul>	<b>WSP</b> Availability: 70% Years of Experience: 16 Date Available: NTP
	<b>Rebecca Vanderbeck   Senior Advisor</b> <ul style="list-style-type: none"> <li>Involved in identification of climate change risks and opportunities</li> <li>Involved in development of greenhouse gas emissions inventories</li> <li>Has worked with clients developing sustainability programs</li> <li>Engaged with stakeholders on both municipal and private projects</li> </ul>	<b>WSP</b> Availability: 70% Years of Experience: 22 Date Available: NTP
	<b>Teresa Vangeli, PE, ENV SP, LEED AP   Senior Advisor</b> <ul style="list-style-type: none"> <li>Manages sustainable project design and certification, and provides sustainable guidance throughout WSP</li> <li>USGBC LEED BD+C accredited professional</li> </ul>	<b>WSP</b> Availability: 70% Years of Experience: 33 Date Available: NTP
	<b>Jenny Bankie   Net Zero Plan Lead</b> <ul style="list-style-type: none"> <li>Leads the development of greenhouse gas inventories, contributes to science-based target setting, strategic planning, supply chain engagement, embodied carbon analysis and reduction strategy</li> </ul>	<b>WSP</b> Availability: 70% Years of Experience: 10 Date Available: NTP
	<b>Rebecca Holzwarth   Branding Lead</b> <ul style="list-style-type: none"> <li>Adobe Certified Professional in Graphic Design and Illustration</li> <li>28 years of experience in Graphic Design</li> <li>Specializes in corporate identity, sign manufacturing/production, branding and designing presentation material for print, multimedia projects and electronic material</li> </ul>	<b>WSP</b> Availability: 70% Years of Experience: 28 Date Available: NTP



These initiatives will be  
implemented citywide across a  
diverse range of neighborhoods,  
some of which are depicted in  
this image.

Look for illustrations like these  
throughout the plan for a  
glimpse into the future of NYC.

## SECTION 4

### References

## Similar References

Our strong commitment to client service is reflected by our great references and our repeat clients, as well as our ability to be reselected for on-call contracts and individual projects. Below is a table with client contact information for projects with a similar scope as listed in this RFQ.

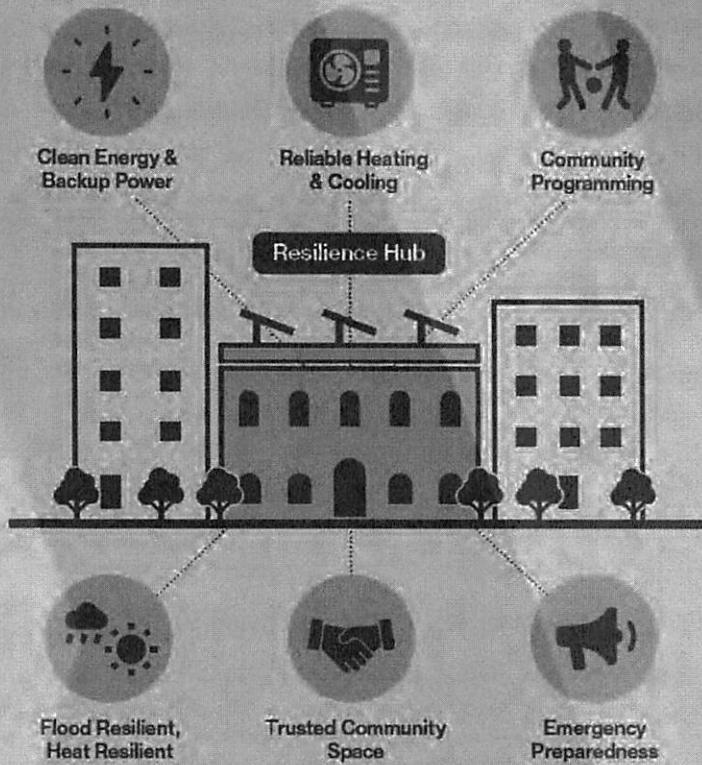
Government References					
Client/Project Name	Contact Information	Firm Contact	Year Completed	Construction Cost (Estimated/Actual)	Description of Work
New York City Economic Development Corporation, PlaNYC 2023 Strategic Climate Plan	Angela Wong Senior Policy Advisor, Mayors Office of Climate and Environmental Justice New York City Economic Development Corporation 253 Broadway, 14th Floor New York, NY 10007 212-346-5785 AWong@cityhall.nyc.gov	Jon Dickinson, WSP	2023	N/A	Modeled GHG emissions, mitigation and cobenefit impacts. Served as lead authors of the report, graphic design services
City of Chicago, Climate Action Plan	Angela Tovar Chief Sustainability Officer, Office of the Mayor City of Chicago 121 N La Salle St Ste 507, Chicago, IL 60602 312-744-9193 angela.tovar@cityofchicago.org	Elias Menninger, WSP	2022	N/A	Technical/ policy analysis across multiple climate/ sustainability sectors, tight schedule (4 months), technical analysis, policy development, decision making, report writing, visualizations, design, layout
City of Bethlehem, Climate Action Plan	Angela DeGrosso Stein Director of Mayor's Initiatives, City of Bethlehem 10 East Church Street, Bethlehem, PA 18018 610-997-7922 AStein@bethlehem-pa.gov	Jeff Irvine, WSP	2021	N/A	Plan development, Stakeholder /public engagement, Mitigation target setting, achievement roadmap, Climate vulnerability assessment, Statistically downscaled climate modeling to provide local projections



## LEVERAGING FEDERAL AND STATE FUNDING

### Resilience Hubs

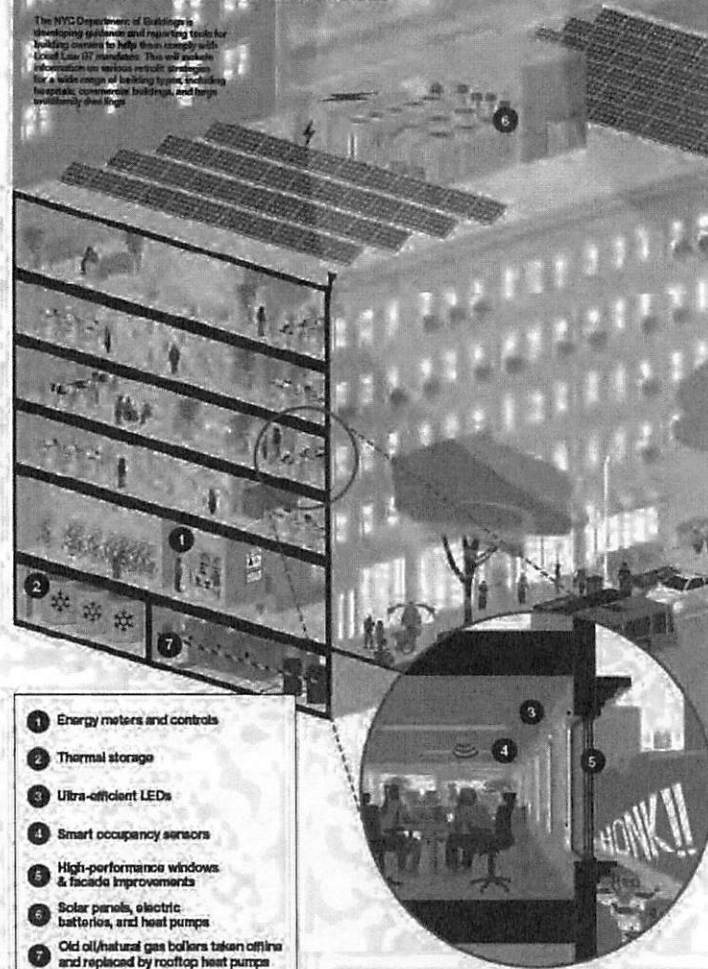
Resilience hubs are existing community spaces that are protected from climate hazards such as flooding and extreme heat.



Excerpt from PlaNYC 2023 Strategic Climate Plan

## LOCAL LAW 97 RETROFIT IMPLEMENTATION EXAMPLES

The NYC Department of Buildings is developing guidelines and reporting tools for building owners to help them comply with Local Law 97 mandates. This will include information on various retrofit strategies for a wide range of building types, including hospitals, commercial buildings, and large multifamily dwellings.



## SECTION 5 Minority/Women (M/WBE) Participation

## M/WBE Efforts

WSP's commitment to diversity and inclusion is a major part of our culture. We take pride in our ability to develop partnerships with a wide range of professional service firms from across the country and throughout Florida.

Our commitment to M/WBE owned business enterprises extends beyond project requirements of meeting utilization goals. We strive for meaningful partnerships and relationships and creating opportunities on an ongoing basis to ensure small/minority/women/disadvantaged businesses get a fair share and grow their business.

Our commitment to providing opportunities to these businesses' stems, not only from our desire to meet or exceed our clients' goals, but from a belief that the use of such businesses helps us to fulfill our guiding principles of being locally dedicated with an international scale and fostering collaboration in everything we do. In sum, commitment to diversity furthers our mission of providing services to transform the built environment and restore the natural environment.

### OUR COMMITMENT

*Committed to M/WBE Firms  
and the Community*

We provide meaningful opportunities and enable maximum participation when subconsultants are needed by:

- Providing supportive services for emerging small/minority business firms
- Supporting achievement of the City's minority/women owned firms participation goals
- Establishing coaching components that help meet their development goals
- Assisting minority/women owned firms with each project step to set and satisfy goals throughout the course of a contract



# CHICAGO WILL REDUCE ITS CARBON FOOTPRINT BY 62% BY 2040

CHICAGO

## Chicago's 2022 CAP Centers On Equity

To better serve communities that disproportionately experience the chronic stress of the changing climate and the shocks of extreme weather events, the 2022 CAP anchors all climate strategies with the objective to create a more just and equitable city. Alongside aggressive carbon emission reduction investments, governments must invest in climate actions that address and prevent furthering the legacy of social injustices in frontline and overburdened communities.

## Co-benefits

Economic  
increases and  
savings



Reduced Pollution  
burden



Equitable access to  
critical infrastructure



Community health  
and resiliency



## 2017 GHG Emissions

31M  
metric tons CO<sub>2</sub>  
equivalent  
total

69%  
buildings

24%  
transportation

7%  
waste

## Progress for the People

- Expand use of commuter benefits
- Install 5 megawatts of co-owned community solar projects
- Establish a robust outdoor air quality monitoring network
- Strengthen policies that support green roofs, walls, trees, and other vegetative cover
- Introduce community-wide organic waste collection

- Increase Chicago-based community renewables to 20 megawatts
- Ensure 150 megawatts of energy storage

- Resource community-led climate infrastructure projects
- Integrate community resilience and climate justice criteria into department-level strategic planning and annual budget setting

## Build Scale and Capacity

- Retrofit residential and industrial buildings
- Increase community renewables subscriptions

- Increase Citi Bike and shared micromobility trips
- Update land use policies to encourage sustainable development, accessibility, and street safety

- Aggregate clean renewable energy in proximity to Chicago
- Support equitable electrification of ride hail and taxi fleets

- Develop a fossil-fuel plants transition strategy
- Increase CTA ridership

## 2022 CAP TRAJECTORY

## Achieve and Exceed Targets

- Retrofit City-owned, sister agency-owned, and commercial buildings
- Achieve building electrification targets
- Enable 100% electrification of delivery fleets
- Electrify the City's fleet
- Divert 90% of residential waste

- Enable 2,500 new public passenger electric vehicle charging stations
- Achieve 100% clean renewable energy community-wide
- Encourage 3,000 megawatts of new energy demand reduction

- Enable Chicagoans to walk, bike, take transit, or use shared micromobility for 45% of all trips

2017

2025

2030

2035

2040

Excerpt from City of Chicago, Climate Action Plan

## SECTION 6 Subcontractors

wsp



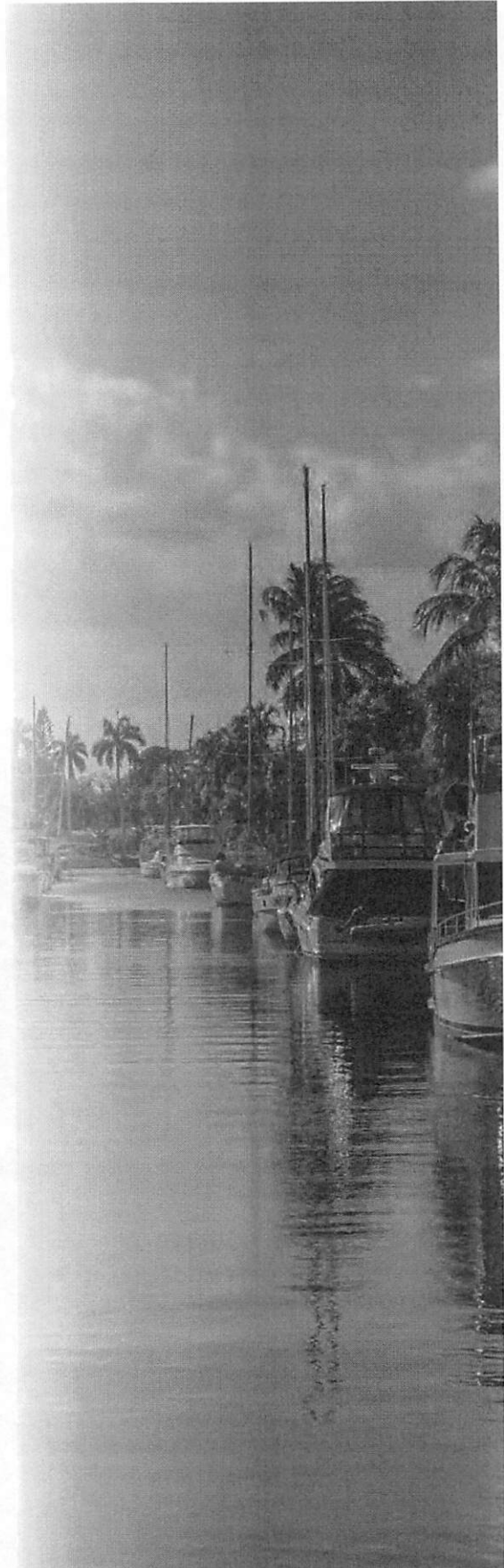
# Identification of Subcontractors



WSP is a leading technical firm for developing Net Zero pathways



budget. For the reasons noted, WSP did not team with other firms



**INFLUENCE OF REDLINING ON PRESENT DAY  
ENVIRONMENTAL JUSTICE COMMUNITIES**



Many areas that were designated as grade D (black) on the Home Owner's Loan Corporation (HOLC) Residential Security Maps overlap with today's environmental justice communities. The redlining process that took place in the 1930s contributed to a cycle of disinvestment in certain neighborhoods and subjected residents to health hazards that are still being felt today.



Source: New York State Department of Environmental Conservation, 2020.

Excerpt from PlaNYC 2023 Strategic Climate Plan

## SECTION 7

### Required Forms

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# Cost Proposal

## SECTION VI - COST PROPOSAL PAGE

Proposer Name: WSP USA Inc.

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

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

### Notes:

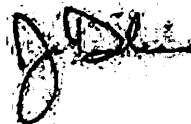
Attach a breakdown of all costs by task, including but not limited to staff time and hours per task broken out by job titles. Labor breakdown shall include titles, hourly rates, and hours assigned per task.

1. Task 1 - Project Management Subtotal:	\$ <u>10,760.00</u>
2. Task 2 - Existing Conditions Review & Emissions Modelling Subtotal:	\$ <u>20,410.00</u>
3. Task 3 - Branding Subtotal:	\$ <u>14,354.20</u>
4. Task 4 - Meetings and Stakeholder Input Subtotal:	\$ <u>37,643.33</u>
5. Task 5 - Prepare Draft Net Zero Plan Subtotal:	\$ <u>44,519.66</u>
6. Task 6 - Prepare Final Net Zero Plan Subtotal:	\$ <u>19,702.56</u>
Expenses - Printing Costs, Travel Expenses	\$ <u>2,609.25</u>
Total Roadmap to Net Zero Plan Project Cost	\$ <u>149,999.00</u>

Submitted by:

Jonathan Dickinson  
Name (printed)

6/13/2023  
Date



Vice President  
Title

# Cost Proposal

Titles, Hourly Rates and Allocated Hours per Task				Jon Dickinson	Angie Xiong	Ca herine Prince	Elias Me ninger	Jeff Irvine	Osamu Ts da	Je ny Bankie	Teresa Vangoli	Rynan Witters Hicks	Rebecca Van erbeck	Rebecca Holzwarth	Alec Lovell	Allyson Powers	Ben Rudolph	Lauren Padron	Celina Semaan
				Pr nc pal-in-charge	Project Manager	Deputy Project Manager	Net Zero Plan Support	Senio Advisor	Net Zero Plan Support	Net Zero Plan Lead	Sen or Advisor	Net Ze o Plan Support	Senio Adviso	Branding Lead	Branding & Design Support	Website Lead	Website support	Community Workshop Support	Community Workshop Support
	Total Hours/ Task	Hourly Rate	Cost per task																
<b>Task 1: Project Management</b>	52	\$206.92	\$10,760.00																
1. Monthly progress meetings (5 meetings)	36		\$7,480.00	8	10	8					5		5						
2. Prepare and maintain Project Management Portal	10		\$2,050.00		10														
3. Request for Information (RFI) and Data Collection	6		\$1,230.00		6														
<b>Deliverables: Meeting agenda &amp; minutes, Memo with PMP &amp; timeline, RFI</b>																			
<b>Task 2: Existing Conditions Review &amp; Emissions Modelling</b>	112	\$182.23	\$20,410.00																
1. Review relevant data, policies, and plans	16		\$2,880.00			4	12												
2. Review, identify gaps with City's GHG inventory and its initiatives	28		\$5,340.00	4	12				12										
3. GHG emissions modelling per sector, for future emission scenarios	56		\$10,430.00	4	12			5	20	15									
4. Review and align with regional plans	12		\$1,960.00		2		10												
<b>Deliverables: Memo with collected data, GHG inventory &amp; modeling</b>																			
<b>Task 3: Branding</b>	105	\$186.71	\$19,604.55																
1. Develop branding strategy	32		\$4,655.12		2									10	20				
2. Review and summarize existing brands	35		\$4,255.68											5	30				
3. Recommendations to maximize engagement, co-branding	38		\$5,443.40	1	2									10	25				
<b>Deliverables: Memo with branding strategies, branding materials</b>																			
<b>Task 4: Meetings and Stakeholder Input (in-person)</b>	243	\$154.91	\$37,643.33																
1. Internal workshop at kick-off	5		\$1,015.00	1	1	1				1		1							
2. Internal stakeholder meetings (two 90 min meetings with small groups)	27		\$5,035.00			5	12		10										
3. Community workshops (#1 community input, #2 plan finalization)	130		\$19,584.92	2	20	36			6	6					10			25	25
4. Stakeholder meetings (up to three 90 min meetings)	24		\$4,920.00		6	18													
5. Project Website to plan and post updates	57		\$7,088.41		2											15	40		
<b>Deliverables: Meeting agenda and minutes, project website</b>																			
<b>Task 5: Net Zero Plan DRAFT</b>	238	\$187.06	\$44,519.66																
1. Net zero plan	60		\$10,783.28	4	12	4						35			5				
2. Prioritization framework, costs, timeline, prioritization metrics	74		\$14,105.69	4	15	4		5	24	14	4		4						
3. Goals and initiatives short, medium, long-term	56		\$10,715.69	4	10	4	25	5			4		4						
4. Implementation Plan	48		\$8,915.00	4	10	4	25	5											
<b>Deliverables: Table of contents, draft roadmap to Net Zero plan, appendices</b>																			
<b>Task 6: Net Zero Plan FINAL</b>	72	\$273.65	\$19,702.56																
1. Final Plan	72		\$12,402.56	4	8	5	10		10	10		10		5	10				
2. Presentation: Sustainability Advi Board (SAB), City Commission (conf & regular)	23		\$4,795.00	4	10	5				2		2							
Expenses																			
Printing Cost			\$ 609.25																
Travel Expenses (PM, three in-person trips)			\$2,000.00		\$2,000														
<b>Total Hours</b>	<b>822</b>			<b>44</b>	<b>155</b>	<b>105</b>	<b>82</b>	<b>20</b>	<b>82</b>	<b>53</b>	<b>8</b>	<b>53</b>	<b>8</b>	<b>30</b>	<b>100</b>	<b>15</b>	<b>40</b>	<b>25</b>	<b>25</b>
<b>Total Cost</b>			<b>\$149,999.00</b>																





### **NON-COLLUSION STATEMENT**

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

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

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

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

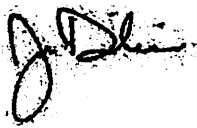
3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

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

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

<b><u>NAME</u></b>	<b><u>RELATIONSHIPS</u></b>
<u>A</u>	<u>A</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

	_____
<u>B</u>	<u>B</u>
_____	_____
Name (Printed)	Date

Rev 09-2022

# Non-Discrimination Certification Form



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

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

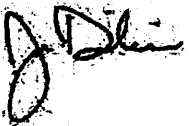
Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.


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


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

The Contract shall include provisions for the following:

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

 \_\_\_\_\_

 \_\_\_\_\_  
Print Name and Title

 \_\_\_\_\_  
Date



## **LOCAL BUSINESS PREFERENCE**

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

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

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

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

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

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
**[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2\\_AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR)**

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

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



## LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

- (1) is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

- (2) is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

- (3) is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.



\_\_\_\_\_  
Business Name

- (4) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

- (5) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

- (6) is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

\_\_\_\_\_  
Business Name

BIDDER'S COMPANY:  \_\_\_\_\_

AUTHORIZED COMPANY PERSON:  \_\_\_\_\_  
PRINT NAME

 \_\_\_\_\_  
DATE



## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

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

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

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

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

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

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

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

### **Definitions**

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





### DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

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

Business Name

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

Business Name

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

Business Name

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

Business Name

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



Business Name

BIDDER'S COMPANY: 

AUTHORIZED COMPANY PERSON:   
PRINT NAME

  
DATE



### CONTRACT PAYMENT METHOD

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

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

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

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

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

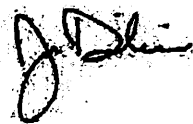
☒ Visa



\_\_\_\_\_  
Company Name



\_\_\_\_\_  
Name (Printed)





\_\_\_\_\_  
Title



\_\_\_\_\_  
Date

# E-Verify Affirmation Statement



## E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No:                     

Project Description:                     

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

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

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

Contractor/Proposer/ Bidder Company Name:                     

Authorized Company Person's Signature:                     

Authorized Company Person's Title:                     

Date:

# Sample Insurance Certificate



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177		<b>CONTACT NAME:</b> AJG Service Team <b>PHONE (A/C, No, Ext):</b> 212-994-7100 <b>FAX (A/C, No):</b> 212-994-7047 <b>E-MAIL ADDRESS:</b> GGB.WSPUS.CERTREQUESTS@AJG.COM	
		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Liberty Insurance Corporation	<b>NAIC #</b> 42404
<b>INSURED</b> WSP USA Inc. One Penn Plaza New York, NY 10119		<b>WSPGLOB-01</b> <b>INSURER B:</b> Zurich American Insurance Company	16535
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

### COVERAGES

CERTIFICATE NUMBER: 267002313

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO 9835819-09	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COMPIOP AGG \$ 3,500,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS7-621-094060-032	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WA7-62D-094060-012 WA7-62D-094060-982 WA7-62D-095609-072 WC7-621-094060-912	5/1/2022 5/1/2022 5/1/2022 5/1/2022	5/1/2023 5/1/2023 5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THIRTY (30) DAYS NOTICE OF CANCELLATION.

### CERTIFICATE HOLDER

### CANCELLATION

As A Matter of Record	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# W-9 for Proposing Firm

Form W-9 Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.
1. Name (as shown on your income tax return). Name is required on this line and not here for the first time. W-9 (01/01/2023)		
2. Check all names being used with this return, if different from above:		
3. Check appropriate box for federal tax classification of the filer. Check only one of the following categories:		
<input type="checkbox"/> Individual sole proprietor or single-member LLC	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited liability company. Enter the tax classification (S-C corporation, S-S corporation, or Partnership):		
4. Fully disclose (on this line only) any interest in, or ownership of, any other entity that is a disregarded entity for federal tax purposes.		
5. Enter the name of the entity that is a disregarded entity for federal tax purposes.		
6. Address (number, street, and apt. or suite no.) and city, state, and ZIP code.		
7. The address number(s) from the return.		

Part III Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a partner, sole proprietor, or disregarded entity, use the appropriate TIN. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN later.	Social security number
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a partner, sole proprietor, or disregarded entity, use the appropriate TIN. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN later.	Employee identification number

Part IV Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because (a) I am not a new business, (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) (including that I am exempt from FATCA reporting) is correct.	
Certification instructions: You must check box 1 and 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest, debt forgiveness, or abandonment of secured property, completion of item 2 is required. For all other transactions, completion of item 2 is required. For all other transactions, completion of item 2 is required. For all other transactions, completion of item 2 is required. For all other transactions, completion of item 2 is required.	

Sign Here	Signature of filer	Date
	<i>James D. Finkler</i>	01/01/2023

General Instructions	
Section references are to the Internal Revenue Code unless otherwise noted.	
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/form990">www.irs.gov/form990</a> .	
Purpose of Form	
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employee identification number (EIN). To report on an information return the amount due to you, or other person, reportable on an information return. Examples of information returns include, but are not limited to, the following:	
<ul style="list-style-type: none"> <li>Form 1099-INT (Interest earned or paid)</li> <li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>Form 1099-S (proceeds from real estate transactions)</li> <li>Form 1099-K (merchant card and third party network transactions)</li> <li>Form 1099-NEC (nonemployee compensation)</li> <li>Form 1099-E (employee wages, salaries, tips, and other compensation)</li> <li>Form 1099-G (unemployment benefits)</li> <li>Form 1099-SS (student loan interest)</li> <li>Form 1099-T (taxable interest)</li> <li>Form 1099-C (cancelled debt)</li> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul>	
Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.	
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.	

CAL-100-100-100

Form W-9 (01/01/2023)



# Active Status Page from Division of Corporations - Sunbiz.org

**Sunbiz** DIVISION OF CORPORATIONS  
an official State of Florida website

Department of State | Division of Corporations | Search Records | Search by Entity Name |

Corporate Details | Annual Filings | Business Search | WSP USA

**Detail by Entity Name**

Foreign Profit Corporation  
WSP USA INC.

**Filing Information**

Document Number: 829525  
FE/EN Number: 11-1531568  
Date Filed: 03/05/1973  
State: NY  
Status: ACTIVE  
Last Event: NAME CHANGE AMENDMENT  
Event Date Filed: 05/02/2017  
Event Effective Date: NONE

**Principal Address**

One Penn Plaza  
4th Floor  
New York, NY 10119

Changed: 03/07/2023

**Mailing Address**

One Penn Plaza  
4th Floor  
New York, NY 10119

Changed: 03/07/2023

**Registered Agent Name & Address**

CT CORPORATION SYSTEM  
1200 S. PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 07/02/1992

Address Changed: 07/02/1992

**Officer/Director Detail**

**Name & Address**

**Title Secretary**

Jasey, Hillary F.  
One Penn Plaza  
4th Floor  
New York, NY 10119

**Title President/CEO**

McNeilly, Bernard P.  
One Penn Plaza  
4th Floor  
New York, NY 10119

**Title Director**

Bentz, Gregory P.  
One Penn Plaza  
4th Floor  
New York, NY 10119

**Title Director**

McNeilly, Bernard P.  
One Penn Plaza  
4th Floor  
New York, NY 10119

**Title Director**

Yaman, Mark  
One Penn Plaza  
4th Floor  
New York, NY 10119

## Title Treasurer

Esposito, Andrew C.  
One Penn Plaza  
4th Floor  
New York, NY 10119

## Title VP

Lynn, Andrew J.  
One Penn Plaza  
4th Floor  
New York, NY 10119

## Title VP

Rand, Kevin S.  
One Penn Plaza  
4th Floor  
New York, NY 10119

## Title Director

Dolan, David J.  
One Penn Plaza  
4th Floor  
New York, NY 10119

## Title Director

Esposito, Andrew C.  
One Penn Plaza  
4th Floor  
New York, NY 10119

## Annual Reports

Report Year	Filed Date
2021	04/18/2021
2022	04/29/2022
2023	03/07/2023

## Document Images

03/07/2023 - ANNUAL REPORT	View Image in PDF format
04/29/2022 - ANNUAL REPORT	View Image in PDF format
04/18/2021 - ANNUAL REPORT	View Image in PDF format
02/24/2020 - ANNUAL REPORT	View Image in PDF format
02/20/2019 - ANNUAL REPORT	View Image in PDF format
11/06/2018 - AMENDED ANNUAL REPORT	View Image in PDF format
04/06/2018 - ANNUAL REPORT	View Image in PDF format
09/14/2017 - AMENDED ANNUAL REPORT	View Image in PDF format
07/07/2017 - AMENDED ANNUAL REPORT	View Image in PDF format
05/02/2017 - Name Change	View Image in PDF format
04/02/2017 - ANNUAL REPORT	View Image in PDF format
06/20/2016 - AMENDED ANNUAL REPORT	View Image in PDF format
03/22/2016 - ANNUAL REPORT	View Image in PDF format
04/22/2015 - ANNUAL REPORT	View Image in PDF format
06/03/2014 - AMENDED ANNUAL REPORT	View Image in PDF format
04/07/2014 - ANNUAL REPORT	View Image in PDF format
01/18/2013 - ANNUAL REPORT	View Image in PDF format
02/24/2012 - ANNUAL REPORT	View Image in PDF format
12/08/2011 - ANNUAL REPORT	View Image in PDF format
11/03/2011 - Name Change	View Image in PDF format
04/13/2011 - ANNUAL REPORT	View Image in PDF format
02/17/2010 - ANNUAL REPORT	View Image in PDF format
09/13/2009 - ANNUAL REPORT	View Image in PDF format
12/09/2009 - ANNUAL REPORT	View Image in PDF format
04/24/2008 - ANNUAL REPORT	View Image in PDF format
12/13/2007 - ANNUAL REPORT	View Image in PDF format
11/20/2006 - Name Change	View Image in PDF format
02/17/2006 - ANNUAL REPORT	View Image in PDF format
02/09/2006 - ANNUAL REPORT	View Image in PDF format
02/25/2004 - ANNUAL REPORT	View Image in PDF format
03/20/2003 - ANNUAL REPORT	View Image in PDF format
04/18/2002 - ANNUAL REPORT	View Image in PDF format
06/07/2001 - ANNUAL REPORT	View Image in PDF format
03/20/2001 - ANNUAL REPORT	View Image in PDF format
02/10/2000 - ANNUAL REPORT	View Image in PDF format
04/14/1999 - ANNUAL REPORT	View Image in PDF format
04/02/1998 - ANNUAL REPORT	View Image in PDF format
06/19/1997 - ANNUAL REPORT	View Image in PDF format
06/15/1996 - ANNUAL REPORT	View Image in PDF format
02/14/1995 - ANNUAL REPORT	View Image in PDF format


# Evidence of Binding Authority

## WSP USA INC. ASSISTANT SECRETARY'S CERTIFICATE

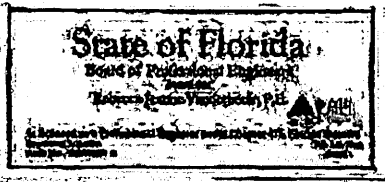
I, Laura S. Unger, Assistant Secretary of WSP USA Inc. (the "Corporation"), do hereby certify on behalf of the Corporation and not in my individual capacity that on August 4, 2020 the Board of Directors of the Corporation adopted the following resolution:

**"RESOLVED**, that parties authorized by the Delegation of Authority may sign RFPs, RFQs and any resulting project contracts or amendments in accordance with the Delegation of Authority."

I further certify that the resolution has not been revoked and that, as Practice Leader, Sustainability, Energy, and Climate Change, Jonathan Dickinson is authorized by the Delegation of Authority to sign proposals, contracts and other legal instruments between the City of Fort Lauderdale, Florida, and the Corporation regarding Request for Proposal No. Event 95: Net Zero Plan for the City of Ford Lauderdale.

  
\_\_\_\_\_  
Laura S. Unger  
Assistant Secretary

June 12, 2023  
Date





City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
954-828-5933 • Fax 954-828-5576 • [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 1

RFP: Event 95  
TITLE: Net Zero Plan for the City of Fort Lauderdale

ISSUED: June 9, 2023

This addendum is being issued to provide additional information to help aid proposers in providing their most accurate Statement of Work.

1. The attached report from 2014 is the most current information we could find that lists the City owned and operated buildings including their square footage.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin  
Senior Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_  
*[Handwritten Signature]*

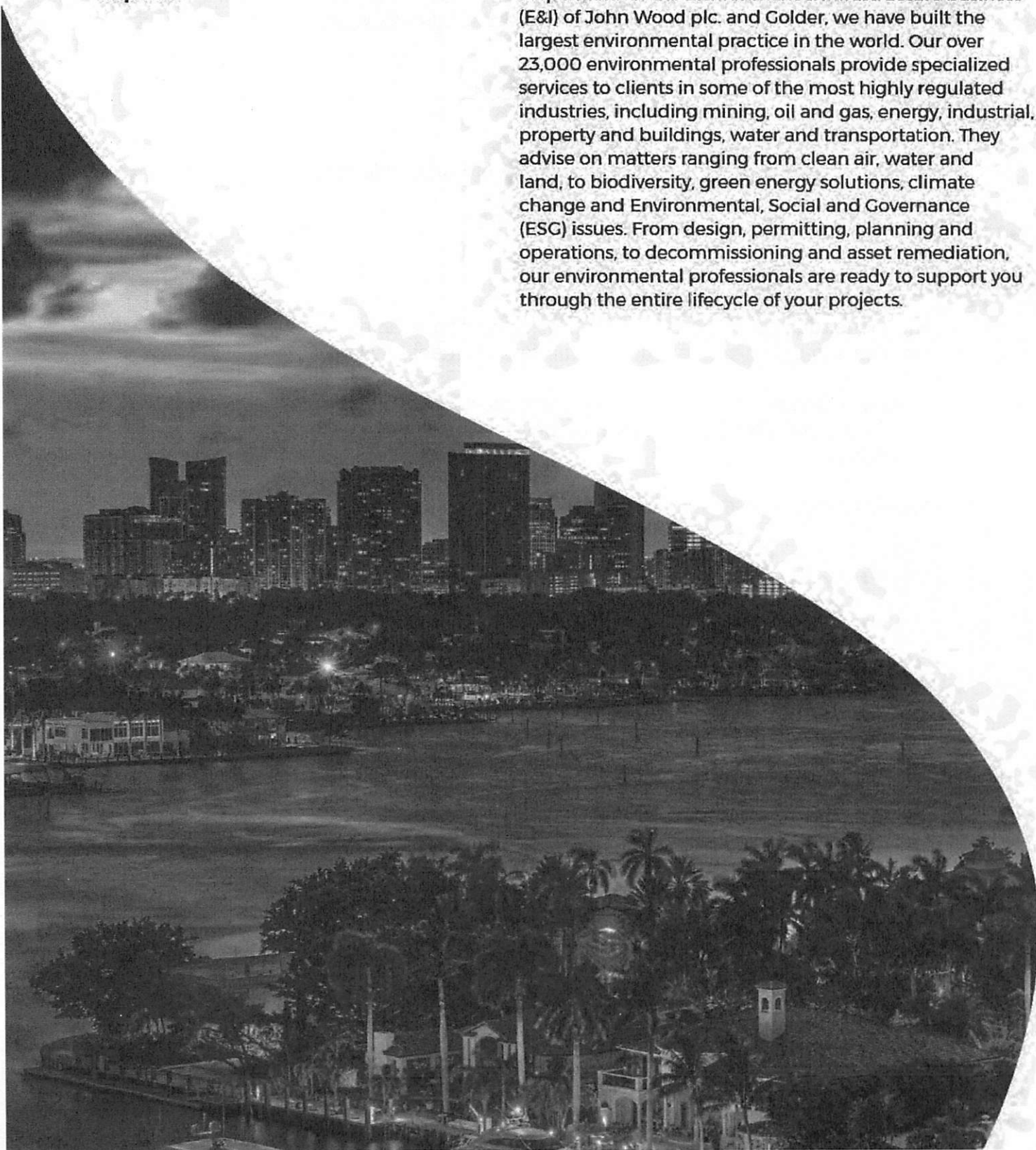
Date: \_\_\_\_\_



1000 Sawgrass Corporate  
Parkway, Suite 578  
Sunrise, FL 33323  
(954) 908-8700

[wsp.com](http://wsp.com)

**As one of the world's leading professional service firms, WSP brings clarity and vision to complex challenges by working with and advising governments and private-sector clients on key aspects of earth sciences and environmental sustainability.** With the recent acquisitions of the Environment & Infrastructure business (E&I) of John Wood plc. and Golder, we have built the largest environmental practice in the world. Our over 23,000 environmental professionals provide specialized services to clients in some of the most highly regulated industries, including mining, oil and gas, energy, industrial, property and buildings, water and transportation. They advise on matters ranging from clean air, water and land, to biodiversity, green energy solutions, climate change and Environmental, Social and Governance (ESG) issues. From design, permitting, planning and operations, to decommissioning and asset remediation, our environmental professionals are ready to support you through the entire lifecycle of your projects.





# INFLUENCE OF REDLINING ON PRESENT DAY ENVIRONMENTAL JUSTICE COMMUNITIES



Many areas that were designated as grade D (Discouraged) on the Home Owner's Loan Corporation (HOLC) Residential Security Maps overlap with today's environmental justice communities. The redlining process that took place in the 1930s contributed to a cycle of disinvestment in certain neighborhoods and substandard residential health hazards that are still being felt today.



Source: New York State Department of Environmental Conservation, 2020.

Excerpt from PlaNYC 2023 Strategic Climate Plan

## SECTION 7 Required Forms

# Proposal Certification

## CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

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

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

Company: (Legal Registration) WSP USA Inc. EIN (Optional): 11-1531569

Address: One Penn Plaza, 4th Floor

City: New York State: NY Zip: 10119

Telephone No.: 212-465-5789 FAX No.: N/A Email: jonathan.dickinson@wsp.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 180 days

Total Bid Discount (section 1.05 of General Conditions): N/A

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

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<u>1</u>	<u>6/9/23</u>						

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

WSP requests the opportunity to discuss, negotiate and agree to mutually agreeable terms that reflect reasonable, customary, and industry standards.

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

Submitted by:

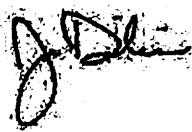
Jonathan Dickinson

Name (printed)

6/13/2023

Date

Signature



vice President

Title

# Cost Proposal

## SECTION VI - COST PROPOSAL PAGE

Proposer Name: WSP USA Inc.

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

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

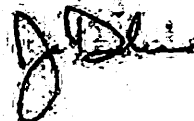
### Notes:

Attach a breakdown of all costs by task, including but not limited to staff time and hours per task broken out by job titles. Labor breakdown shall include titles, hourly rates, and hours assigned per task.

1. Task 1 - Project Management Subtotal:	\$ <u>10,760.00</u>
2. Task 2 - Existing Conditions Review & Emissions Modelling Subtotal:	\$ <u>20,410.00</u>
3. Task 3 - Branding Subtotal:	\$ <u>14,354.20</u>
4. Task 4 - Meetings and Stakeholder Input Subtotal:	\$ <u>37,643.33</u>
5. Task 5 - Prepare Draft Net Zero Plan Subtotal:	\$ <u>44,519.66</u>
6. Task 6 - Prepare Final Net Zero Plan Subtotal:	\$ <u>19,702.56</u>
Expenses * Printing Costs, Travel Expenses	\$ <u>2,609.25</u>
Total Roadmap to Net Zero Plan Project Cost	\$ <u>149,999.00</u>

Submitted by:

Jonathan Dickinson  
Name (printed)  
6/13/2023  
Date



Vice President  
Title

# Cost Proposal

Titles, Hourly Rates and Allocated Hours per Task				Jon Dickinson	Angie Xiong	Ca herine Prince	Elias Me ninger	Jeff Irvine	Osamu Ts da	Je ny Bankie	Teresa Vangeli	Kynan Witters Hicks	Rebecca Van erbeck	Rebecca Holzwarth	Alec Lovell	Allyson Powers	Ben Rudolph	Lauren Padron	Celina Semaan
				Pr nc pal-in-charge	Project Manager	Deputy Project Manager	Net Zero Plan Support	Senio Advisor	Net Zero Plan Support	Net Zero Plan Lead	Sen or Advisor	Net Ze o Plan Support	Senio Adviso	Branding Lead	Branding & Design Support	Website Lead	Website support	Community Workshop Support	Community Workshop Support
	Total Hours/ task	Hourly Rate	Cost per task																
<b>Task 1: Project Management</b>	57	\$206.92	\$10,780.00																
1. Monthly progress meetings (5 meetings)	36		\$7,480.00	8	10	8				5		5							
2. Prepare and maintain Project Management Portal	10		\$2,050.00		10														
3. Request for Information (RFI) and Data Collection	6		\$1,230.00		6														
<b>Deliverables: Meeting agenda &amp; minutes, Memo with PMP &amp; timeline, RFI</b>																			
<b>Task 2: Existing Conditions Review &amp; Emissions Modelling</b>	112	\$182.23	\$20,410.00																
1. Review relevant data, policies, and plans	16		\$2,680.00			4	12												
2. Review, identify gaps with City's GHG inventory and its initiatives	28		\$5,340.00	4	12				12										
3. GHG emissions modelling per sector, for future emission scenarios	56		\$10,430.00	4	12			5	20	15									
4. Review and align with regional plans	12		\$1,960.00		2		10												
<b>Deliverables: Memo with collected data, GHG inventory &amp; modelling</b>																			
<b>Task 3: Branding</b>	105	\$136.71	\$14,354.70																
1. Develop branding strategy	32		\$4,655.12		2									10	20				
2. Review and summarize existing brands	35		\$4,755.68											5	30				
3. Recommendations to maximize engagement, co-branding	38		\$5,443.40	1	2									10	25				
<b>Deliverables: Memo with branding strategies, branding materials</b>																			
<b>Task 4: Meetings and Stakeholder Input (in-person)</b>	243	\$154.91	\$37,643.39																
1. Internal workshop at kick-off	5		\$1,015.00	1	1	1				1		1							
2. Internal stakeholder meetings (two 90 min meetings with small groups)	77		\$5,035.00		5	12			10										
3. Community workshops (#1 community input, #2 plan finalization)	130		\$19,584.92	2	70	36			6	6					10			25	25
4. Stakeholder meetings (up to three 90 min meetings)	24		\$4,920.00		6	18													
5. Project Website to plan and post updates	57		\$7,088.41		2											15	40		
<b>Deliverables: Meeting agenda and minutes, project website</b>																			
<b>Task 5: Net Zero Plan DRAFT</b>	238	\$187.06	\$44,519.66																
1. Net zero plan	60		\$10,783.28	4	12	4						35			5				
2. Prioritization framework, costs, timeline, prioritization metrics	74		\$14,105.69	4	15	4		5	24	14	4		4						
3. Goals and initiatives short, medium, long-term	56		\$10,715.69	4	10	4	25	5			4		4						
4. Implementation Plan	48		\$8,915.00	4	10	4	25	5											
<b>Deliverables: Table of contents, draft roadmap to Net Zero plan, appendices</b>																			
<b>Task 6: Net Zero Plan FINAL</b>	72	\$273.65	\$19,702.56																
1. Final Plan	72		\$12,407.56	4	8	5	10		10	10		10		5	10				
2. Presentation: Sustainability Adv Board (SAB), City Commission (conf & regular)	23		\$4,795.00	4	10	5				2		2							
<b>Expenses</b>																			
Printing Cost			\$609.25																
Travel Expenses (PM, three in-person trips)			\$2,000.00			\$2,000													
<b>Total Hours</b>	822			48	135	105	82	20	82	58	8	34	8	30	100	15	40	25	25
<b>Total Cost</b>			\$149,999.00																

# Non-Collusion Statement



**NON-COLLUSION STATEMENT**

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

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

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

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

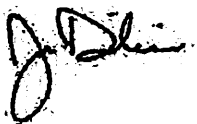
3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

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

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

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

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

  
Jonathan Dickinson  
Name (Printed)

Vice President  
Title  
6/13/2023  
Date

Rev 09-2022



# Non-Discrimination Certification Form



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

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

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

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

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

The Contract shall include provisions for the following:

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

A handwritten signature in black ink, appearing to read "Jonathan Dickinson".

Jonathan Dickinson, Vice President  
\_\_\_\_\_  
Print Name and Title

6/13/2023  
\_\_\_\_\_  
Date

# Local Business Preference (LBP)



## LOCAL BUSINESS PREFERENCE

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

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

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

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

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

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

**[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2 AD ARTVFI DIV2PR S2-186LOBUPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR)**

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

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

# Local Business Preference (LBP)



## LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

- (1) is a **Class A Business** as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

- (2) is a **Class B Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

- (3) is a **Class C Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

WSP USA Inc.

\_\_\_\_\_  
Business Name

- (4) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

- (5) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

\_\_\_\_\_  
Business Name

- (6) is considered a **Class D Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

\_\_\_\_\_  
Business Name

BIDDER'S COMPANY: WSP USA Inc.

AUTHORIZED COMPANY PERSON: Jonathan Dickinson  
PRINT NAME

6/13/2023  
DATE

# Disadvantaged Business Enterprise Preference (DBEP)



## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

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

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

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

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

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

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

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

### **Definitions**

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

# Disadvantaged Business Enterprise Preference (DBEP)



## DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

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

Business Name

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

Business Name

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

Business Name

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

Business Name

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

WSP USA Inc.

Business Name

BIDDER'S COMPANY: WSP USA Inc.

AUTHORIZED COMPANY PERSON: Jonathan Dickinson  
PRINT NAME

6/13/2023  
DATE



# Contract Payment Method



## CONTRACT PAYMENT METHOD

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

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

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

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

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☒ Visa

WSP USA Inc.

\_\_\_\_\_  
Company Name

Jonathan Dickinson

\_\_\_\_\_  
Name (Printed)

A handwritten signature in black ink, appearing to read "Jonathan Dickinson", written over a horizontal line.

Vice President

\_\_\_\_\_  
Title

6/13/2023

\_\_\_\_\_  
Date

# E-Verify Affirmation Statement



## E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: Solicitation Event 95

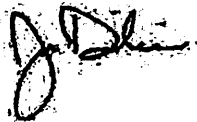
Project Description: **Net Zero Plan for the City of Fort Lauderdale**

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

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

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

Contractor/Proposer/ Bidder Company Name: WSP USA Inc.

Authorized Company Person's Signature: 

Authorized Company Person's Title: Vice President

Date: 6/13/2023

# Sample Insurance Certificate



## CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
4/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177		<b>CONTACT NAME:</b> AJG Service Team <b>PHONE (A/C, No, Ext):</b> 212-994-7100 <b>FAX (A/C, No):</b> 212-994-7047 <b>E-MAIL ADDRESS:</b> GGB.WSPUS.CERTREQUESTS@AJG.COM	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Liberty Insurance Corporation	42404
		<b>INSURER B:</b> Zurich American Insurance Company	16535
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 267002313 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GLO 9835819-09	5/1/2022	5/1/2023	EACH OCCURRENCE \$3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$3,500,000 GENERAL AGGREGATE \$7,500,000 PRODUCTS - COMP/OP AGG \$3,500,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS7-621-094060-032	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WA7-62D-094060-012 WA7-62D-094060-982 WA7-62D-095609-072 WC7-621-094060-912	5/1/2022 5/1/2022 5/1/2022 5/1/2022	5/1/2023 5/1/2023 5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THIRTY (30) DAYS NOTICE OF CANCELLATION.

<b>CERTIFICATE HOLDER</b>  As A Matter of Record	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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Part II Certification		1		2		3		4		5		6		7		8		9		10	
Under penalties of perjury, I certify that:																					
1. The return is correct on this form (my correct taxpayer identification number (if I am waiting for a number to be issued to me) and																					
2. I am not subject to backup withholding because: (a) I am not a new backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																					
3. I am a U.S. citizen or other U.S. person (defined below); and																					
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																					
Certification instructions: You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For most estate beneficiaries, item 2 does not apply. For marriage interest paid, acquisition or abandonment of secured property, power of appointment, contribution to an individual retirement arrangement (IRA), and generally, payments other than dividends and interest, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, line 4.																					

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[Entity](#) | [Name/Address](#)

### Detail by Entity Name

Foreign Profit Corporation  
WSP USA INC.

**Filing Information**

Document Number: 829629  
 FEMIN Number: 11-1531668  
 Date Filed: 03/05/1973  
 State: NY  
 Status: ACTIVE  
 Last Event: NAME CHANGE AMENDMENT  
 Event Date Filed: 05/02/2017  
 Event Effective Date: NONE

**Principal Address**

One Penn Plaza  
 4th Floor  
 New York, NY 10119

Changed: 03/07/2023

**Mailing Address**

One Penn Plaza  
 4th Floor  
 New York, NY 10119

Changed: 03/07/2023

**Registered Agent Name & Address**

CT CORPORATION SYSTEM  
 1200 S. PINE ISLAND ROAD  
 PLANTATION, FL 33324

Name Changed: 07/02/1992

Address Changed: 07/02/1992

**Officer/Director Detail**

**Name & Address**

**Title Secretary**

Jassey, Hilary F.  
 One Penn Plaza  
 4th Floor  
 New York, NY 10119

**Title President/CEO**

McNally, Bernard P.  
 One Penn Plaza  
 4th Floor  
 New York, NY 10119

**Title Director**

Benz, Gregory P.  
 One Penn Plaza  
 4th Floor  
 New York, NY 10119

**Title Director**

McNally, Bernard P.  
 One Penn Plaza  
 4th Floor  
 New York, NY 10119

**Title Director**

Vitman, Mark  
 One Penn Plaza  
 4th Floor  
 New York, NY 10119

#### Title Treasurer

Esposito, Andrew C.  
 One Penn Plaza  
 4th Floor  
 New York, NY 10119

#### Title VP

Lynn, Andrew J.  
 One Penn Plaza  
 4th Floor  
 New York, NY 10119

#### Title VP

Reed, Kevin B.  
 One Penn Plaza  
 4th Floor  
 New York, NY 10119

#### Title Director

Odeh, David J.  
 One Penn Plaza  
 4th Floor  
 New York, NY 10119

#### Title Director

Esposito, Andrew C.  
 One Penn Plaza  
 4th Floor  
 New York, NY 10119

#### Annual Reports

Report Year	Filed Date
2021	04/18/2021
2022	04/29/2022
2023	03/07/2023

#### Document Images

03/07/2023 - ANNUAL REPORT	View Image in PDF format
04/29/2022 - ANNUAL REPORT	View Image in PDF format
04/08/2021 - ANNUAL REPORT	View Image in PDF format
02/24/2020 - ANNUAL REPORT	View Image in PDF format
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08/14/2017 - AMENDED ANNUAL REPORT	View Image in PDF format
07/07/2017 - AMENDED ANNUAL REPORT	View Image in PDF format
05/02/2017 - Name Change	View Image in PDF format
03/12/2017 - ANNUAL REPORT	View Image in PDF format
08/20/2016 - AMENDED ANNUAL REPORT	View Image in PDF format
03/22/2016 - ANNUAL REPORT	View Image in PDF format
04/23/2015 - ANNUAL REPORT	View Image in PDF format
06/03/2014 - AMENDED ANNUAL REPORT	View Image in PDF format
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01/18/2013 - ANNUAL REPORT	View Image in PDF format
02/14/2012 - ANNUAL REPORT	View Image in PDF format
12/08/2011 - ANNUAL REPORT	View Image in PDF format
01/09/2011 - Name Change	View Image in PDF format
06/13/2011 - ANNUAL REPORT	View Image in PDF format
02/17/2010 - ANNUAL REPORT	View Image in PDF format
08/13/2009 - ANNUAL REPORT	View Image in PDF format
02/08/2009 - ANNUAL REPORT	View Image in PDF format
04/24/2008 - ANNUAL REPORT	View Image in PDF format
02/13/2007 - ANNUAL REPORT	View Image in PDF format
11/20/2006 - Name Change	View Image in PDF format
02/17/2006 - ANNUAL REPORT	View Image in PDF format
02/09/2005 - ANNUAL REPORT	View Image in PDF format
02/26/2004 - ANNUAL REPORT	View Image in PDF format
03/20/2003 - ANNUAL REPORT	View Image in PDF format
02/15/2002 - ANNUAL REPORT	View Image in PDF format
05/07/2001 - ANNUAL REPORT	View Image in PDF format
03/20/2001 - ANNUAL REPORT	View Image in PDF format
02/10/2000 - ANNUAL REPORT	View Image in PDF format
04/14/1999 - ANNUAL REPORT	View Image in PDF format
04/02/1998 - ANNUAL REPORT	View Image in PDF format
06/19/1997 - ANNUAL REPORT	View Image in PDF format
06/12/1996 - ANNUAL REPORT	View Image in PDF format
02/14/1995 - ANNUAL REPORT	View Image in PDF format


# Evidence of Binding Authority

## WSP USA INC. ASSISTANT SECRETARY'S CERTIFICATE

I, Laura S. Unger, Assistant Secretary of WSP USA Inc. (the "Corporation"), do hereby certify on behalf of the Corporation and not in my individual capacity that on August 4, 2020 the Board of Directors of the Corporation adopted the following resolution:

**"RESOLVED**, that parties authorized by the Delegation of Authority may sign RFPs, RFQs and any resulting project contracts or amendments in accordance with the Delegation of Authority."

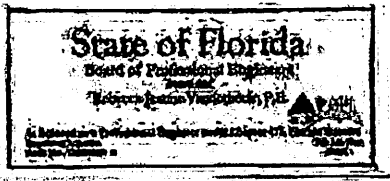
I further certify that the resolution has not been revoked and that, as Practice Leader, Sustainability, Energy, and Climate Change, Jonathan Dickinson is authorized by the Delegation of Authority to sign proposals, contracts and other legal instruments between the City of Fort Lauderdale, Florida, and the Corporation regarding Request for Proposal No. Event 95: Net Zero Plan for the City of Ford Lauderdale.

  
\_\_\_\_\_  
Laura S. Unger  
Assistant Secretary

June 12, 2023  
Date



# Licenses and Other Pertinent Information



# Addendum 1



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
954-828-5933 • Fax 954-828-5576 • [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 1

RFP: Event 95  
TITLE: Net Zero Plan for the City of Fort Lauderdale

ISSUED: June 9, 2023

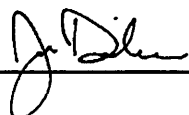
This addendum is being issued to provide additional information to help aid proposers in providing their most accurate Statement of Work.

1. The attached report from 2014 is the most current information we could find that lists the City owned and operated buildings including their square footage.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin  
Senior Procurement Specialist

Company Name: WSP USA Inc.  
(please print)

Bidder's Signature: 

Date: 6/13/2023

# Addendum 1



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
954-828-5933 • Fax 954-828-5576 • [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

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All other terms, conditions, and specifications remain unchanged.

Laurie Platkin  
Senior Procurement Specialist

Company Name: WSP USA Inc.  
(please print)

Bidder's Signature: 

Date: 6/13/2023

## Request to Proposer WSP

### Request:

Provide brief descriptions and links for three Net Zero or Climate Action Plans completed by your firm most similar to this scope of work.

### WSP Response:

**Chicago Climate Action Plan:** <https://www.chicago.gov/city/en/sites/climate-action-plan/home/get-involved.html>

The City of Chicago has updated its Climate Action Plan (CAP) to reflect the bold action needed to protect and strengthen communities – locally and globally, joining 96 cities around the world. The City's updated climate goals are designed to reduce carbon emissions while also increasing household savings, advancing environmental justice, and improving community health.

Chicago's new climate goals set a course to reduce the city's carbon emissions 62% by 2040. Anchored in values of economic inclusion and savings, pollution burden reduction, and equitable access to critical infrastructure and community health and resilience. The 2022 CAP prioritizes delivering meaningful community benefits and system improvements as the city continues to lead on climate. The CAP provided Chicago strengthened partnerships and programs to expand access to green space, reduce carbon emissions, and connect residents to meaningful resources and services.

The 2022 CAP is built around climate actions (energy, carbon, electrification, waste, resiliency, and equity) that deliver multiple, meaningful benefits to residents and their communities while also reducing emissions. These co-benefits include: 1. Economic inclusion and savings; 2. Reduced pollution burden; 3. Equitable access to critical infrastructure; 4. Community health and resiliency.

To kick-start implementation of the identified strategies, the plan identified the overlap of 2022 CAP and Chicago's Recovery plan funding, as well as available climate financing options.

**PlaNYC 2023 Strategic Climate Plan:** <https://climate.cityofnewyork.us/wp-content/uploads/2023/04/PlaNYC-2023-Full-Report-low.pdf>

PlaNYC 2023 is New York City's strategic climate and sustainability plan. The plan articulates long term goals and near-term actions to strengthen climate resilience, advance decarbonization, and improve public health and quality of life for all New Yorkers. The City of New York is required by local law to update PlaNYC every four years to establish the administration's strategic direction, policies, and key priority projects to meet its climate and sustainability goals.

WSP was a subconsultant to BJH Advisors, leading the technical analysis and providing writing support for the plan. WSP led the technical analysis to support development of multiple policy initiatives including minimum coastal flood standards for climate resilience, the development of community resilience hubs, assessment of universal access to cooling, assessment of building retrofits to meet new regulatory emission reduction requirements, and new pathways to reduce embodied carbon from construction activities.

New York City issues updates to PlaNYC every four years. WSP co-led the project, working closely with a consultant team of five firms and a large client team of 12 policy experts. WSP also worked with the client team to coordinate input from 22 city agencies, a strategic advisory board of multiple community organizations, and a mayoral cabinet of deputy mayors, city commissioners, and agency representatives.

## Request to Proposer WSP

**City of Bethlehem, PA Climate Action Plan:** [https://www.bethlehem-pa.gov/getattachment/Public-Works/Climate-Action-Plan/Climate-Action-Plan\\_City-of-Bethlehem\\_04-07-21-FINAL-FINAL.pdf.aspx?lang=en-US](https://www.bethlehem-pa.gov/getattachment/Public-Works/Climate-Action-Plan/Climate-Action-Plan_City-of-Bethlehem_04-07-21-FINAL-FINAL.pdf.aspx?lang=en-US)

The City of Bethlehem has long supported climate action over the years, committing to the various national and global sustainability and decarbonization initiatives and implementing GHG reduction strategies between 2005 and 2017 — including renewable energy purchasing — which reduced municipal emissions 37 percent. In February 2017, City Council unanimously endorsed the creation of a Climate Action Plan (CAP).

WSP was selected to develop the City's first CAP, and manage all aspects of its development, including stakeholder and public engagement, mitigation target setting and achievement roadmap, climate vulnerability assessment, and drafting of the plan. The justice and equity-focused community-wide CAP, specifically designed for the city of 70,000, establishes targeted policies, programs and projects to help Bethlehem mitigate its emissions contribution and build resilience to the impacts of a changing climate.

To establish a baseline, WSP conducted a comprehensive review of the City's municipal operations and citywide GHG emissions inventory processes and procedures. The team then modeled citywide and municipal operations GHG reduction targets for 2030 and 2050, aligning with Intergovernmental Panel on Climate Change global 1.5°C temperature scenarios.

WSP facilitated a series of stakeholder working groups to develop sector specific mitigation goals and strategies for the CAP. The team analyzed mitigation strategies for their emissions reduction potential and co-benefits and conducted three public meetings and multiple public surveys to gather input for the plan. The team also formed an environmental justice and equity steering committee and partnered with local community-based organizations to give a voice to frontline communities and integrate the principles of justice and equity throughout the CAP.

For the climate vulnerability assessment, WSP analyzed statistically downscaled Localized Constructed Analogs (LOCA) climate projections for the city and processed daily temperature and precipitation projections for multiple future warming scenarios. The team then facilitated multiple stakeholder meetings to conduct a vulnerability assessment based on the climate projection analysis results. WSP compiled the final CAP in a graphically designed template with public release in April 2021.

A nighttime aerial photograph of Fort Lauderdale, Florida. The image shows the city skyline with numerous illuminated skyscrapers in the background. In the foreground, there is a body of water with a boat on the left and a waterfront area with palm trees and buildings on the right. A diagonal white line runs from the top right towards the bottom right, separating the city view from a white background area.

wsp

# CITY OF FORT LAUDERDALE

## NET ZERO PLAN FOR THE CITY OF FORT LAUDERDALE

AM #23-0792  
Exhibit 7  
p 07 of 112



## Our Understanding of the City's Need: Reaching Net Zero GHG Emissions by 2050

- Roadmap to Net Zero Plan outlining **actionable strategies** to achieve the City's net zero goals and develop interim GHG reduction goals.
- **City to lead by example**, achieving net zero government operations emissions by 2040, 10 years earlier than the community-wide net zero target.
- **Build on existing achievements** through the Sustainability Action Plan and other City initiatives and planning efforts.
- **Co-develop the Plan through effective and inclusive engagement**, with a focus on marginalized communities and those disproportionately affected by climate change.

## Dedicated to the City's Commitment to Reach Net Zero GHG Emissions

- ☑ Experience helping communities develop stakeholder-led, equity focused GHG mitigation plans and climate action plans.
- ☑ Team that combines leading climate planning expertise with local knowledge and experience.
- ☑ Experience leading community-focused conversations on climate action planning.

Our team brings a successful history of collaboration with a proven ability to deliver the City's GHG mitigation planning and implementation needs.



Angie Xiong  
Project  
Manager



Jon Dickinson  
Principal-in-Charge



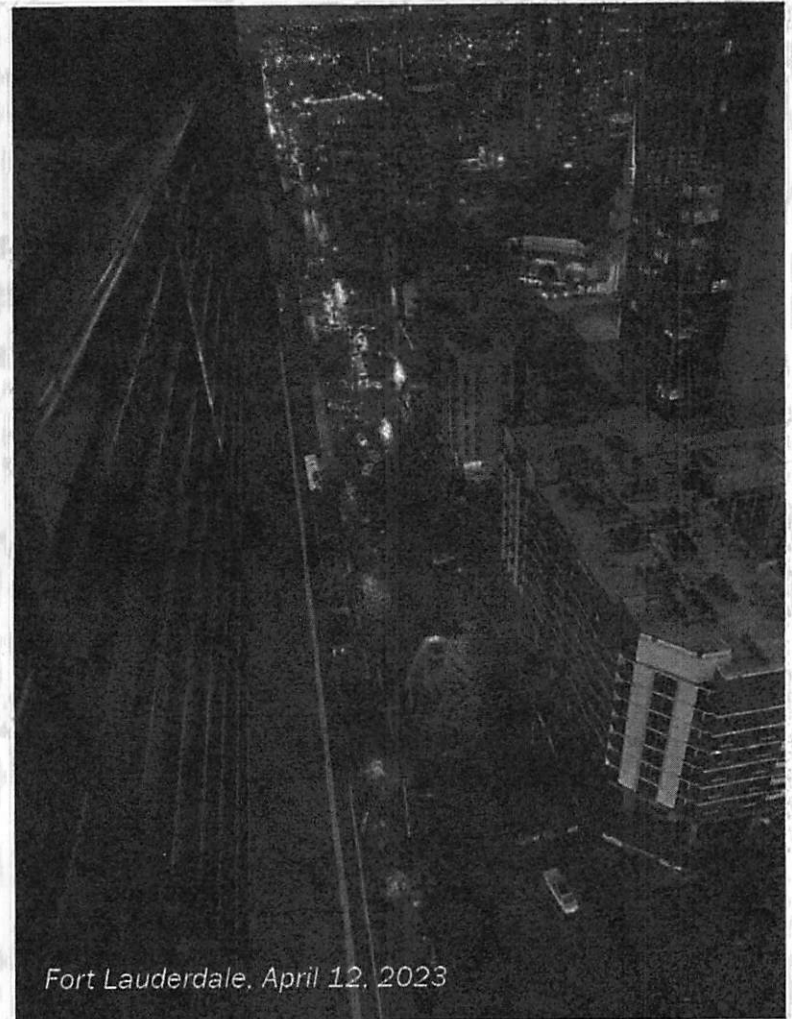
Catherine Prince  
Deputy Project  
Manager



Allyson Powers  
Website Lead

## Overview of Approach

- Task 1 – Project Management
- Task 2 – Existing Conditions Review & Emissions Modeling
- Task 3 – Branding
- Task 4 – Meetings and Stakeholder Input
- Task 5 – Prepare Draft Net Zero Plan
- Task 6 – Prepare Final Net Zero Plan



Fort Lauderdale, April 12, 2023

## The Brand Will be the Foundation for the City's Net Zero Plan and Will Reflect Everything We Do: Engagement Process, Strategies

### ■ Brand position

- » Define the distinctive brand strategy (program intent)
  - ☑ Define goals and objectives
  - ☑ Set tone/messaging “personality of brand”
  - ☑ Integrate visuals (logo, color, imagery)

### ■ Brand communication

- » Frame your strategy
- » Establish messaging guidelines
- » Crafting your brand promise

### ■ Brand identification

- » Defining your brand character (visual brand)
- » Activating your strategy (materials, mediums)
- » Identifying your plan of action



WSP received the “Highly Commended” Award for Branding of the Chicago Climate Action Plan



CAM #23-0792  
Exhibit 7  
Page 101 of 112



## INTERVIEW QUESTIONS

1 What is your method of modeling current and future GHG emissions? Will a GHG dashboard be created for use by the City to effectively manage GHG emissions going forward? If so, what technology, layout, and or other method will be used?

2 How does your firm recommend addressing scope 3 emissions within the current scope of work for city operations and local community?

2a Please provide details on the methodologies, data collection processes, and calculation approaches that will be used to accurately measure and report scope 3 emissions if included.

3 How does your firm plan to effectively engage the local community in the creation and implementation of the net-zero plan?

3a Please provide details on the strategies, activities, and channels you will utilize to foster open dialogue, gather feedback, and collaborate with community members.

3c Who on the team would present and conduct public workshops?

4 Who will maintain and update the website?

3b Additionally, explain how you will ensure inclusivity and representation of diverse stakeholders, and how their input will be incorporated into decision-making processes to create a shared vision and maximize positive impact within the community.

3d What support would you need from City staff?

5 Do you recommend the City increase its project timeline to allow effective community engagement and a comprehensive Net Zero Plan? If so, what changes in the timeline do you recommend? Describe the value-added services that will be included without additional cost.

6 Describe how your firm will develop and implement a framework for prioritization of actions to reduce greenhouse gas emissions.

## Setting Informative GHG Emissions Forecasts

- **Current emissions approach:** City used ICLEI's ClearPath tool to develop its community-wide and government operations GHG inventories.
- **Future emissions modeling:** ClearPath or custom Excel tool. Data needs: population, employment, land use change, VMT projections, etc.
- **Dashboard:** Not requested in the RFP and not currently part of the proposed SOW. WSP can develop one, but this would require additional time and budget.



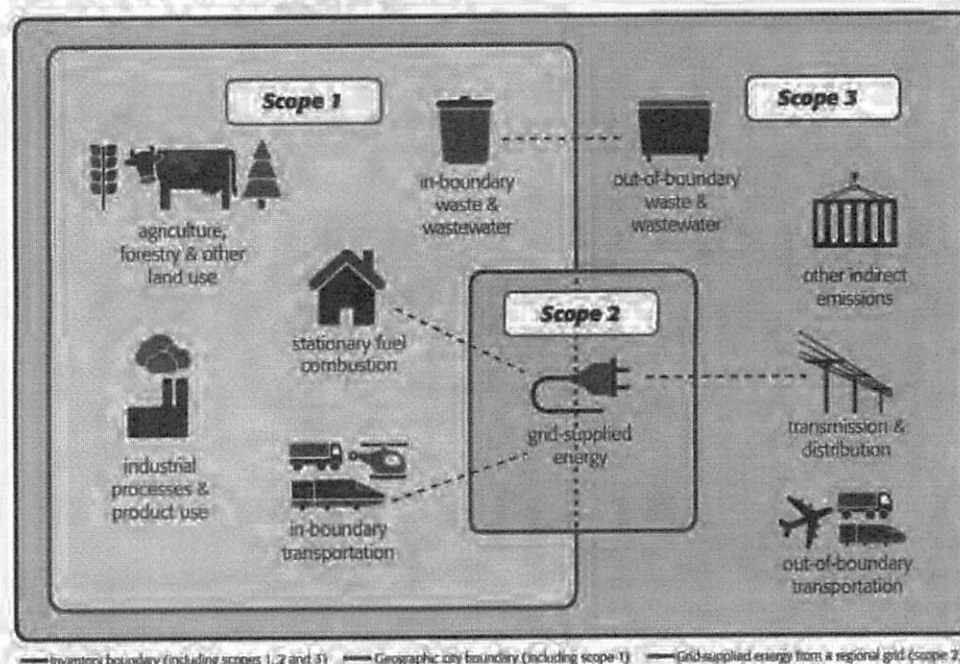
FDOT District 7 Dashboard



## Addressing Scope 3 GHG Emissions

- The City's current GHG inventories include scope 3 emissions for:
  - » Government operations
    - ☑ Employee commute
    - ☑ Natural gas distribution
  - » Community
    - ☑ Aviation (out of boundary)
- **WSP will incorporate the City's existing scope 3 GHG emissions** into its GHG emissions forecast and emissions reduction modeling.
- Calculation of additional scope 3 emissions was not in RFP and is not in WSP's proposed SOW.

Figure 1 Sources and boundaries of city GHG emissions



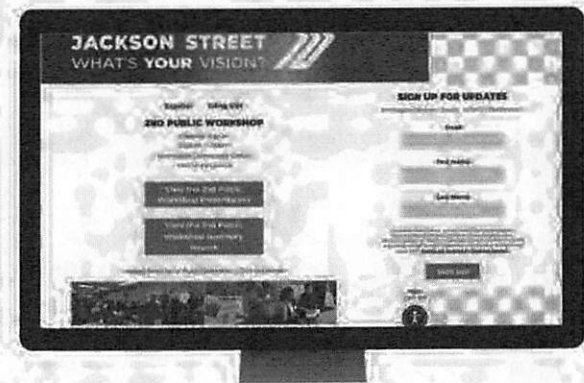
How does your firm plan to effectively engage the local community in the creation and implementation of the net-zero plan? Please provide details on the strategies, activities, and channels you will utilize to foster open dialogue, gather feedback, and collaborate with community members. Who on the team would present and conduct public workshops?

## Use Local Knowledge to Develop an Engagement Plan That Supports Open Dialogue and Collaboration

### Community Engagement Plan

#### Table of Contents (example)

1. Project branding & messaging
2. Key stakeholders & influencers (WHO)
3. Engagement strategies, tools, tactics (HOW, WHAT)
4. Engagement timeline (WHEN)



Jackson Street Redesign dedicated webpage embedded in County's website. [www.ReimagineJacksonStreet.com](http://www.ReimagineJacksonStreet.com)

#### External stakeholders to include:

External Stakeholders	Role in the Community, Anticipated Coordination
Florida Power and Light	FPL is the sole provider of energy utility services for the City. Discussions to include: FPL's Real Zero plan, options to reduce energy burden on the frontline communities.
The CLEO Institute	CLEO Institute is a climate crisis advocacy non-partisan organization. Discussions to include: impacts to frontline communities, potential opportunities, strategies, and solutions.
Miami Waterkeeper	Miami Waterkeeper is an advocacy for clean water and ecosystem protection. Discussion will include: water pollution and water conservation.
Greater Fort Lauderdale Chamber of Commerce	Business organization with over 1000 companies. Discussions may include the policies and strategies that can facilitate the shift towards net-zero business.

Exhibit 7  
Page 105 of 112

How does your firm plan to effectively engage the local community in the creation and implementation of the net-zero plan? Please provide details on the strategies, activities, and channels you will utilize to foster open dialogue, gather feedback, and collaborate with community members. Who on the team would present and conduct public workshops?

We Will Leverage a Combination of Digital and In-Person Engagement

### Internal Stakeholders Engagement

- Two (2) 90-minute small group meetings

### External Stakeholders Engagement

- Community Workshop #1, #2
- Up to three (3) 90-minute small group meetings



SMALL GROUP DISCUSSIONS



COMMUNITY WORKSHOPS



COMMUNITY WORKSHOPS

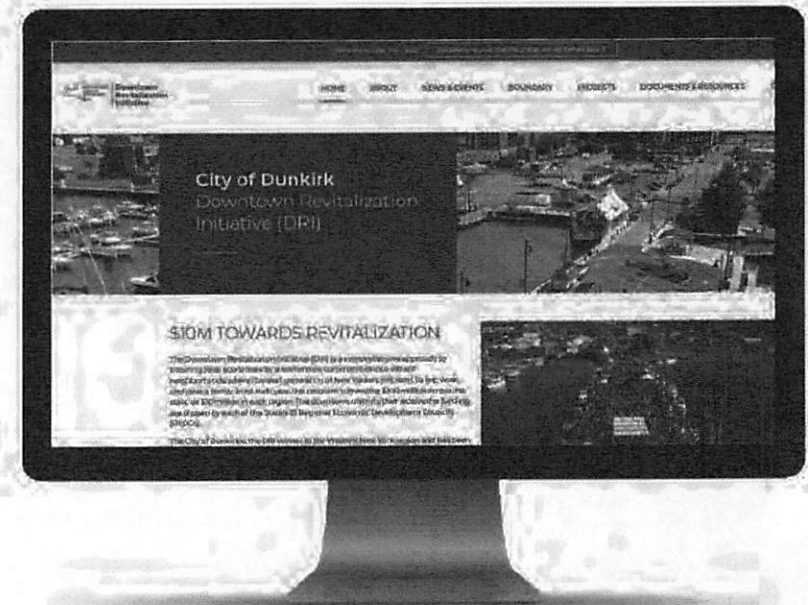
CAM #23-0792  
Exhibit 7

Page 106 of 112



## Creating a Targeted, Result-Driven Project Website

- **Website kick-off call** to listen to the City and teaming partner goals and vision for the website.
- **Discuss schedule** and determine major milestones where significant content updates may be required.
- **Host and maintain the project website.**
- At completion of the project, WSP will **transfer website files** to the City and ensure compatibility with the City's hosting platform.



City of Dunkirk, New York Downtown Revitalization website

## Community Input will be Integrated into Branding, Strategies, Implementation

**Net Zero Plan will be informed by the community's on-the-ground lived experience.**

- » Understand community priorities and values.
- » Understand impacts & unintended consequences of proposed GHG reduction actions.
- » Identify co-benefits: health, air quality and water quality improvements, resiliency, etc.

**Opportunity to educate and build consensus for implementation strategies.**



OUR TIMELINE REFLECTS THE COMMUNITY INPUT  
INTEGRATION TO FINAL NET ZERO PLAN

## Committed to Leading with Staff's Support to Engage Equitably

- Identify stakeholders
  - » List of internal stakeholders
  - » List of external stakeholders, key influencers
- Public meeting locations, A/V set up
- Send project updates to stakeholders
- Additional considerations
  - » Translation into other languages
  - » Organize pop-up events at a local gathering area such as churches, grocery stores
  - » Survey (digital & print) for those who cannot engage at meetings
  - » Provide virtual community meeting option

**REIMAGINE JACKSON STREET**  
WHAT'S YOUR VISION?

**TAKE THE SURVEY!!**

1. Which best describes how you use Jackson Street?  
☐ I run past West Jackson Street and use it to get to most of my destinations.  
☐ I use West Jackson Street as an alternate to West Commercial.  
☐ I don't live near West so get to work or school.

2. How do you travel to school or recreation? (Choose all that apply)  
☐ Walk  
☐ Bicycling  
☐ T-RAV Buses or Trolley  
☐ Drive

3. Where along or on Jackson Street do you NOT feel safe walking, biking, or using transit? (If needed, please describe)  
 Intersection: \_\_\_\_\_  
 Between what streets or blocks: \_\_\_\_\_

**REIMAGINE JACKSON STREET**  
¿CUAL ES SU VISIÓN?

El condado de Escambia, la ciudad de Pensacola y sus agencias de desarrollo comunitario (CRA) se están asociando para determinar una visión para West Jackson Street. El objetivo del esfuerzo es desarrollar un plan maestro implementable para el corredor. Las mejores propuestas complementarán las comunidades existentes y abordarán la seguridad, la movilidad y la reurbanización económica sostenible a largo plazo.

LOS LÍMITES DEL PROYECTO CORRIEN A JO LARGO 24, WEST JACKSON STREET, ENTRE A STREET Y HARBFIELD DRIVE.

**SURVEY, LANGUAGE TRANSLATION ARE OTHER TACTICS**

**POP-UP EVENTS ARE AN EFFECTIVE WAY TO ENGAGE**

Exhibit 7

Page 109 of 112

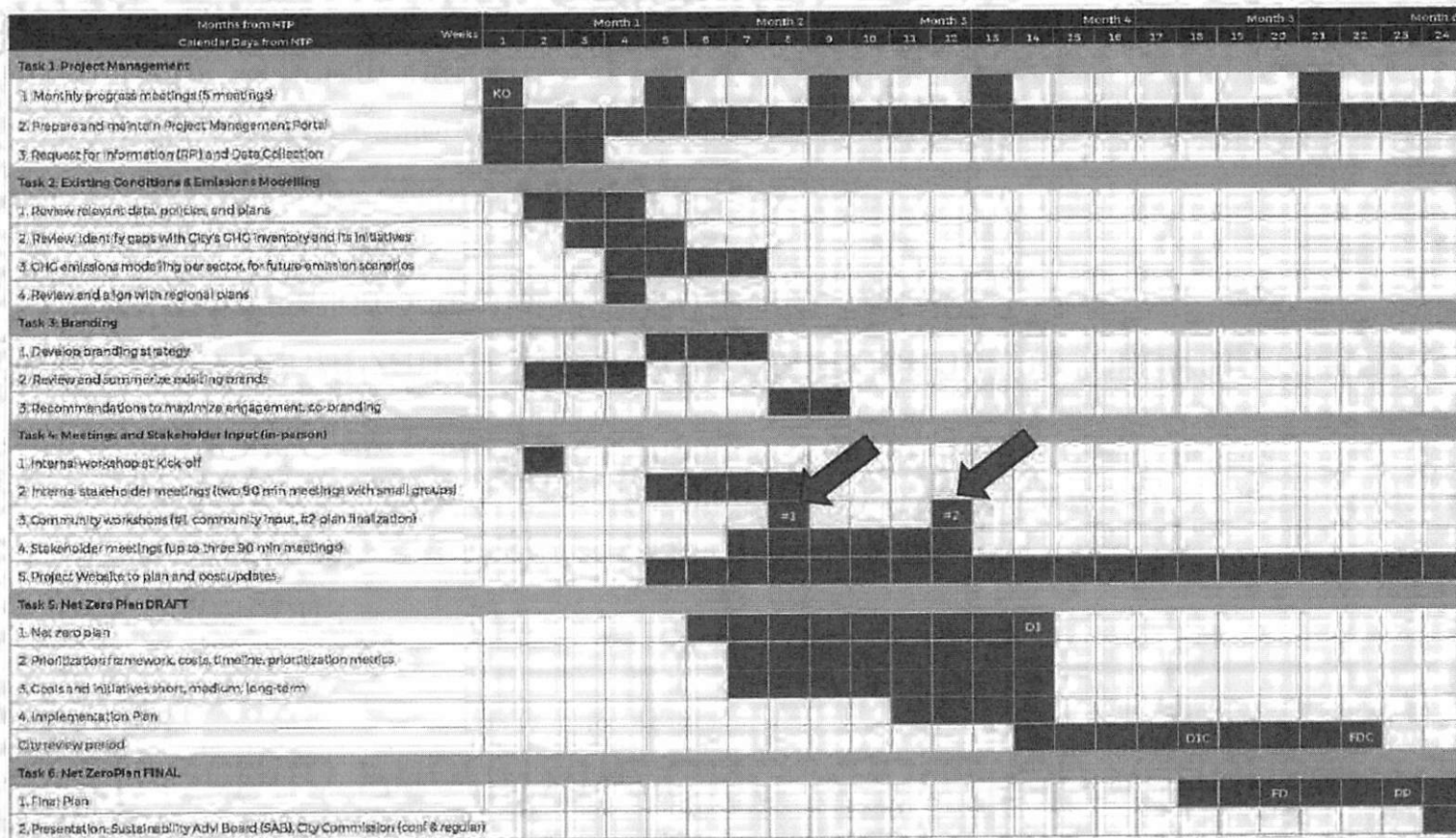
CITY OF FORT LAUDERDALE | NET ZERO PLAN

wsp

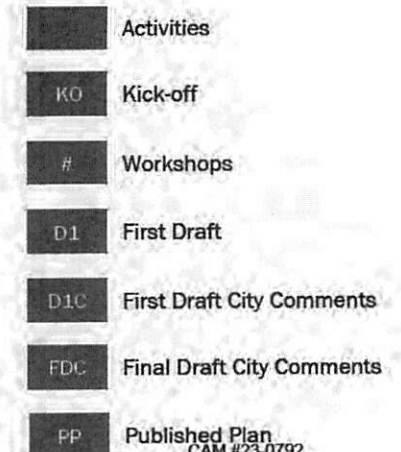


Do you recommend the City increase its project timeline to allow effective community engagement and a comprehensive Net Zero Plan? If so, what changes in the timeline do you recommend?

## Proposed 6-month Timeline



Given the critical need for stakeholder engagement and input, WSP has proposed a 180-day timeline to ensure all project milestones are met.

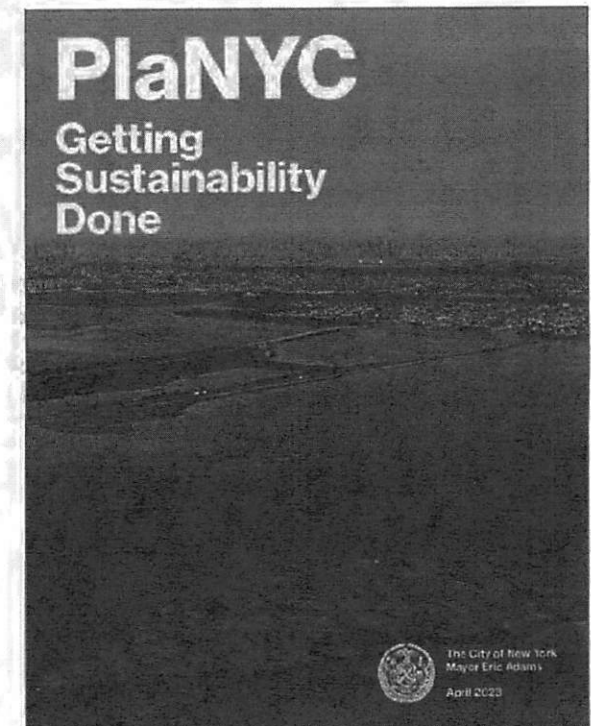
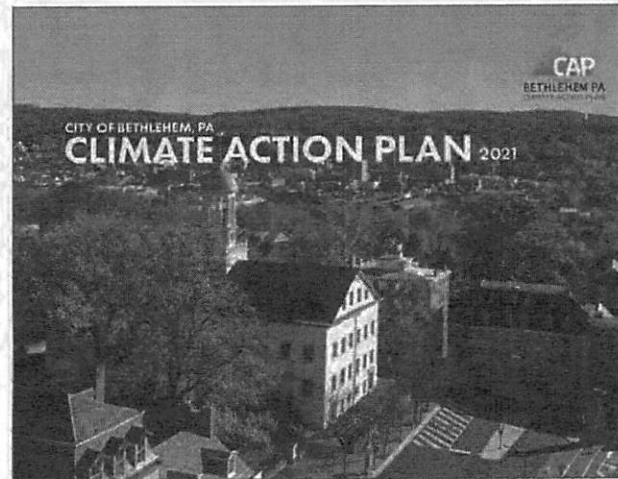
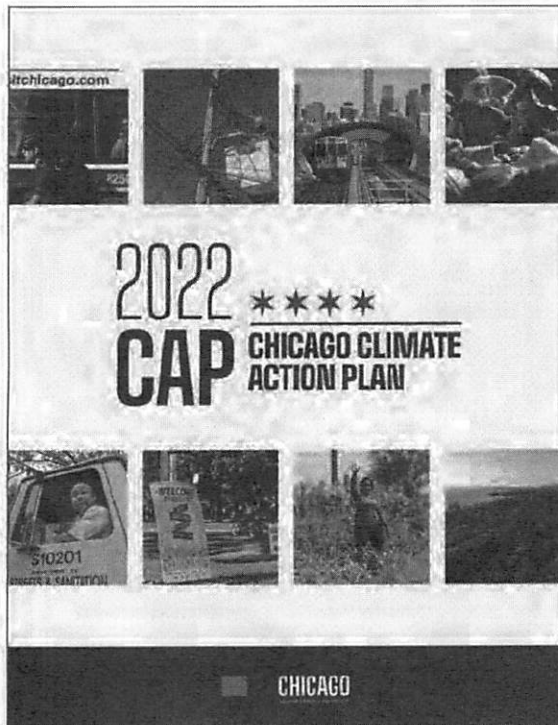


CAM #23-0792  
Exhibit 7  
Page 110 of 112

## Approach to Prioritizing GHG Reduction Actions

- Key questions
  - » What actions are required to meet the City's net zero target?
  - » In addition to GHG reductions, which actions are most feasible, supported by stakeholders and community, and generate the most co-benefits for the community?
- Develop prioritization framework considering the following metrics
  - » GHG mitigation potential by 2030, 2040, and 2050
  - » CapEx, OpEx, ROI
  - » Synergies with existing plans and initiatives
  - » Co-benefits (resilience, health and safety, cost savings, air quality improvement, equity, etc.)
  - » Ease of implementation
  - » Timeframe

## WSP Team brings National Expertise with Local Knowledge



*"Highly Commended" Award  
for Branding of the  
Chicago Climate Action Plan*

CAM #23-0792  
Exhibit 7

Page 112 of 112

CITY OF FORT LAUDERDALE | NET ZERO PLAN



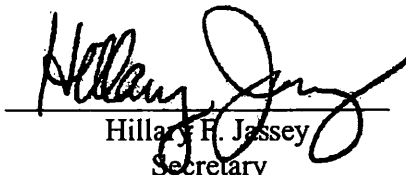
WSP USA INC.

SECRETARY CERTIFICATE

I, Hillary Jassey, Secretary of WSP USA Inc. (the "Corporation"), do hereby certify on behalf of the Corporation and not in my individual capacity that on August 4, 2020 the Board of Directors of the Corporation adopted the following resolution:

"RESOLVED, that parties authorized by the Delegation of Authority may sign RFPs, RFQs and any resulting project contracts or amendments in accordance with the Delegation of Authority."

I further certify that the resolution has not been revoked and that, as a Vice President of the Corporation, Jonathan Dickinson is authorized by the Delegation of Authority to sign the Agreement for Net Zero Plan for the City of Fort Lauderdale, including any and all exhibits and addenda, prepared by the City of Fort Lauderdale, a Florida municipality and the Corporation.

  
Hillary H. Jassey  
Secretary

September 26, 2023  
Date





# CITY MANAGER'S OFFICE

## DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

1L

TODAY'S DATE: 11/9/2023

DOCUMENT TITLE: Agreement for Net Zero Plan (FTL-WSP USA Inc.)

COMM. MTG. DATE: 9/19/23 CAM #: 23-0792 ITEM #: CP-1 CAM attached: ☒ YES ☐ NO

Routing Origin: FIN-Proc Router Name/Ext: M. Eaton, 5141 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 11/14/23 Attorney's Name: Rhonda Montoya Hasan Initials: [Signature]

3) City Clerk's Office: # of originals: 1 Routed to: \_\_\_\_\_ Ext: \_\_\_\_\_ Date: 11/14/23

4) City Manager's Office: CMO LOG #: NOV 48 Document received from: \_\_\_\_\_

Assigned to: GREG CHAVARRIA ☒ ANTHONY FAJARDO ☐ SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO \_\_\_\_\_ (Initial) S. GRANT \_\_\_\_\_ (Initial)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward ☒ originals to ☐ Mayor ☒ CCO Date: 11/17/23

5) Mayor/CRA Chairman: Please sign as indicated.

Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

### INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 1 originals to: M. Eaton, 5141 (Name/Dept/Ext)

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☐ NO

Original Route form to CAO

TH# 23-0619