

SECTION 1 – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide cemetery system master planning services for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference

There will be a pre-proposal conference scheduled for this Request for Proposal. It is strongly suggested that all Contractors attend the pre-proposal conference.

It is 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. It is strongly suggested that all Contractor's attend the pre-proposal conference.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.BidSync.com) 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 BidSync. Offerors are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for an Offeror's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Ginah Joseph at (954) 828-5142 or email at gjoseph@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.BidSync.com. 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. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART V – Requirements of the Proposal. 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 BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

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SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions Form G-107 Rev. 02/15 (GC) 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 BIDSUNC 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 BIDSUNC 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 BIDSUNC 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

Consultant 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.

Prices proposed 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 proposer.

2.6 Invoices/Payment

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

2.7 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.

2.8 Mistakes

The consultant 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.

2.9 Acceptance of Proposals / Minor Irregularities

2.9.1 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 Qualifications.

2.9.2 The City reserves the right to disqualify Consultant 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 Consultant.

2.10 Modification of Services

2.10.1 While this contract is for services provided to the department referenced in this Request for Proposals, 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.

2.10.2 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.

2.10.3 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 based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. 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.

2.10.4 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.

2.11 No 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.

2.12 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 http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf

2.13 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 of its requirements, including all form and substance.

2.14 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.

2.15 Minimum Qualifications

Proposers shall be in the business of cemetery master planning 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 principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one public 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.

2.15.1 Proposer or principals shall have at least five (5) years of experience in master planning. Project Manager assigned to the work must have a minimum of five (5) years experience in related field and have served as Project Manager with clients similar to the size and scope required in the RFP on a minimum of three previous occasions.

2.15.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of his/her 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.

2.15.3 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.

2.15.4 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.

2.15.5 Proposer and those performing the work must be appropriately licensed and registered in the State of Florida.

2.16 Lobbying Activities

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 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/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

2.17 Local Business Preference

2.17.1 Section 2-199.2, 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:

2.17.2 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.

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

2.17.4 The complete local business preference ordinance may be found on the City's web site at the following link: <http://www.fortlauderdale.gov/home/showdocument?id=6422>

2.17.5 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.

2.18 Protest Procedure

2.18.1 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 director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link:
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

2.18.2 The complete protest ordinance may be found on the city's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

2.19 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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 Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.20 Subcontractors

2.20.1 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 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.

2.20.2 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.

- 2.20.3** Contractor shall require all of 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.

2.21 Insurance Requirements

- 2.21.1** The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.
- 2.21.2** The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Procurement Services Division.
- 2.21.3** The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale 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. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000. This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person, \$500,000 each occurrence
 Property damage \$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: \$2,000,000 per occurrence

2.21.4 A copy of **ANY** current Certificate of Insurance should be included with your proposal.

2.21.5 In the event that you are the successful Proposer, you will be required to provide a certificate naming the City as an “additional insured” for General Liability. Certificate holder should be addressed as follows:

City of Fort Lauderdale
 Procurement Services Division
 100 N. Andrews Avenue, Room 619
 Fort Lauderdale, FL 33301

2.22 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 in the City.

2.23 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a purchase order or 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.

2.24 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.

2.25 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:

2.25.1 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;

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

2.25.3 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

2.25.4 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.

2.26 Canadian Companies

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.

2.27 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.

2.28 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.

2.29 Ownership of Work

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

END OF SECTION

SECTION 3 – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Purpose

The City of Fort Lauderdale Parks and Recreation Department (PARD) is seeking responses to this Request for Proposals (RFP) from Firms and Consultants with expertise in cemetery master planning, cultural landscape documentation and preservation, and cemetery and gravestone conservation.

The purpose of this project is to develop a master plan for the City of Fort Lauderdale's four municipal cemeteries. The City of Fort Lauderdale Cemetery Master Plan will provide guidance for the preservation and development of the cemeteries by examining the conditions of the cemeteries, establishing goals for the cemeteries and providing an Implementation Guide to achieve the goals.

3.2 Background

The City of Fort Lauderdale was incorporated as a City in 1911 and obtained its first official cemetery shortly thereafter. The City has four cemeteries within the City limits. These properties play an important part in preserving the history of our City, as well as serving current and future residents.

A Cemetery System Board of Trustees consisting of ten members appointed by the Mayor and City Commissioners is responsible for overseeing maintenance and operations, promulgating rules and regulations of the cemetery system. Additionally, the Board oversees the administration and investment of the Perpetual Care Trust Fund.

The City has a full-time liaison to oversee the contractor and agenda for the Cemetery Board of Trustees. The cemetery requires that all property sales, sales on monuments, markers, benches, pay into the Perpetual Care Trust Fund.

The areas to be covered in the Master Plan include the four (4) following City of Fort Lauderdale Municipal Cemeteries:

3.2.1 **Evergreen Cemetery** 1300 S.E. 10TH Avenue Fort Lauderdale, FL 33315

Facility Background

Established in 1910 as a private cemetery, the City of Fort Lauderdale acquired Evergreen Cemetery in 1917. Evergreen Cemetery is the resting place of Fort Lauderdale's pioneering families and is the oldest cemetery in the area.

Evergreen Cemetery comprises sections for the congregations of the Fort Lauderdale Hebrew Association, serving the final resting place.

3.2.2 **Lauderdale Memorial Park Cemetery** 2100 S.W. 4th Avenue Fort Lauderdale, FL 33315

Facility Background

Established in 1945, the City of Fort Lauderdale purchased 56 acres and averages 275 burials annually. This park offers a multitude of options: full burials, a cremation garden, mausoleums, cremains niches, and private family mausoleums.

Lauderdale Memorial Park is an active municipal cemetery with approximately 6500 spaces, 10 private mausoleums, 200 mausoleums, private hedge estates, and cremation gardens available for sale.

Lauderdale Memorial Park offers a veteran's garden with a monument to honor all veterans that served our country.

Lauderdale Memorial Park has a main office and maintenance building.

3.2.3 Sunset Memorial Gardens Cemetery

3201 N.W. 19th Street
Fort Lauderdale, FL 33311

Facility Background

Sunset Memorial Gardens was established in 1961 and has historically been the burial grounds for the surrounding African-American community.

Sunset Memorial Gardens is an active cemetery with approximately 5000 spaces available for sale. It is a 30 acre cemetery that averages 375 burials per year.

Sunset Memorial Gardens offers full burials, mausoleums, and private estates. The cemetery is host to one of the area's largest luminary events annually.

Sunset Memorial Gardens has a main office and maintenance building.

3.2.4 Woodlawn Cemetery

1936 N.W. 9th Street
Fort Lauderdale, FL 33311

Facility Background

Woodlawn Cemetery is a historical resting place of many pioneering African-American residents. The original owners of the cemetery could not be found, and the City acquired the five acres of cemetery to preserve its heritage.

Woodlawn Cemetery is no longer active because no burial or plotting records exist.

Woodlawn Cemetery allows markers and monuments with a signed affidavit.

3.3 SCOPE OF WORK

3.3.1 Objective

Contractor shall provide a historic context, conditions assessment and recommendations in a clear, organized public document to guide the preservation, management and development of City of Fort Lauderdale municipal cemeteries. The Master Plan will incorporate and reflect the input and vision of the Cemetery System Board of Trustees. **To facilitate this input and vision, the Contractor shall meet with the Cemetery System Board of Trustees to guide the development of the Cemetery Master Plan.**

The Cemetery Master Plan shall, at a minimum, include the following categories:
Historic, Cultural and Natural Context

Geospatial Database

Asset Condition and Assessment

Site Analysis and Plan

Preservation and Conservation Policy and Funding

Implementation Guide

3.3.2 Implementation

Contractor shall produce narratives, charts, tables, maps, graphics, and other deliverables in a clear, orderly layout with table of contents (chapters, tables, charts, maps, and graphics), title pages, chapters, footnotes, endnotes, and appendixes to convey information and data on the following topics:

History, Cultural & Natural Context

History

Historical, cultural and archeological significance of each cemetery. While primary research has been conducted for most of the cemeteries, Contractor should be prepared to ensure that the history of all four cemeteries is equitably documented.

Documentation of the site history of each cemetery.

Overview of cemetery management history.

Context of cemetery development within its area of the City of Fort Lauderdale.

Overview of known historically significant persons buried in each cemetery.

Cultural Context

Explain how each cemetery reflects distinct cemetery types.

Identify the cultural influences on the landscapes, including representative Typology for grave markers, curbing, plot cover, fencing and monuments.

Natural Context

Physical location.

Significant natural features.

Soils.

Topography, USGS, elevations, watersheds, floodplains, drainage.

Geological features.

Orientation map and road maps.

Flora and fauna.

3.3.3 Geospatial Database

Contractor shall deliver a set of databases, including geodatabases and ASCII text files. The files shall be compatible with ArcGIS version 10 Service Pack 5.

Databases shall include at a minimum:

- All cemetery perimeter legal boundaries.
- Mausoleums.
- Buildings and facilities.
- Above ground infrastructure.
- Irrigation lines and equipment.
- Roadways and paths. Database shall include material type.

All geospatial databases shall:

- Be co-registered.
- Have identical resolution, no greater than 30 meters per cell if raster based.
- Have the same extent.
- Have the same projection and datum.
- Have complete Metadata.
- Be sourced from data produced in 2009 or later (with exceptions approved by the City).

3.3.4 Asset Condition and Assessment

Using existing reports, studies and assessments in conjunction with on-site physical evaluations and field work, Contractor shall:

Inventory, assess, map and document the conditions of above-ground features in the four (4) City of Fort Lauderdale Municipal Cemeteries, taking note of the following exceptions:

- The scope of this project excludes an assessment of individual gravestones.

- The scope of this project excludes a conditions assessment of all cemetery buildings. However, the location of buildings and facilities are required to be mapped in ArcGIS and Contractor shall incorporate existing conditions assessments and cost projections into Implementation Plan.

Provide recommendations for the preservation, maintenance and rehabilitation of the asset or facility as noted below:

3.3.4.1 Grave Markers

Contractor shall provide a methodology for assessing gravesites and provide an overall conditions assessment using representative examples of grave typologies (material and style) and representative conditions, with a focus on conditions that present a safety hazard.

3.3.4.2 Perimeter Fencing and Gateways

The Contractor shall evaluate the condition, appropriateness and efficacy of fencing and gateways and shall make recommendations for repair and/or replacement in all four (4) cemeteries.

3.3.4.3 Roadways

The Contractor shall evaluate road material, width and curbing and make recommendations to improve access as well as prevent threats to grave sites that are adjacent to roads.

3.3.4.4 Drainage Systems

Contractor shall identify areas of persistent flooding and areas where storm water poses a threat to cemetery assets. Contractor shall determine if professional engineering services are required, and prioritize accordingly in the Implementation Guide. Contractor shall summarize risks of failure of existing drainage infrastructure with respect to gravesites. Preliminary engineering and stamped drawings are not required as a part of the scope of work for this project.

3.3.4.5 Turf

The Contractor shall provide an assessment of the current turf for each cemetery and provide recommendations for turf care and a turf maintenance plan.

3.3.4.6 Irrigation

While the design of new irrigation systems is not part of the scope of this project, the Contractor shall provide an assessment of irrigation systems based on the age and performance. Contractor shall determine what professional services are needed to repair or replace irrigation systems. Contractor shall also research opportunities to reduce water consumption or access the city's reclaimed water program.

3.3.4.7 Sidewalks and Pedestrian Pathways

The Contractor shall evaluate the conditions of sidewalks and pedestrian pathways in the cemeteries, determine if existing sidewalks need repair or replacement, and provide treatment recommendations.

3.3.5 Site Analysis & Plan

3.3.5.1 Spatial Organization

The Contractor shall provide recommendations to increase operational efficiency through alterations in the siting of maintenance and spoils storage areas. The Contractor shall examine existing and potential nodes for pedestrian-related amenities such as benches and trash receptacles.

3.3.5.2 Circulation and Access

The Contractor shall provide recommendations to increase operational efficiency, public access, and asset protection through changes to vehicular circulation, parking and pedestrian circulation as well as addressing ADA accessibility issues.

3.3.5.3 Signage and Interpretation

The Contractor shall provide recommendations for the development of cemetery informational and directional signage, including way-finding and marking of cemetery sections. Contractor shall identify opportunities for visitor kiosks that provide cemetery historical information and maps.

3.3.5.4 Security and Vandalism

The Contractor shall determine the major threats to cemetery security and identify strategies for the reduction of crime, vandalism and theft. The Contractor shall address theft and security issues with regard to historic iron fencing and other funerary items.

3.3.5.5 Site Furnishings

The Contractor shall provide recommendations for standards, specifications and siting for appropriate selection of site furnishings such as benches, trash receptacles, flag poles and planters.

3.3.5.6 Landscape

Considering sustainability issues and the City's desire to reduce water consumption, the Contractor shall provide recommendations to enhance aesthetics, increase operational efficiency and ensure the health of flora and fauna at the cemeteries specific to:

- Preservation and replacement of existing vegetation and the planting of new vegetation, in a way that complements the historic character of the cemeteries.
- Identification of best practices with regard to tree care and maintenance, including recommendations for a cyclical maintenance program.
- Maintenance with regard to mowing, edging, and weed-removal to ensure safety of gravestones and monuments.

- Identification of best practices with regard to documenting and protecting plantings, such as bulbs, groundcover, perennials and annuals in public spaces and throughout the cemeteries.
- Recommendations for turf grass that requires less water, but still maintains the historical appearance of the cemeteries.
- Recommendations of best practices with regard to stump removal in areas with nearby graves.

3.3.6 Preservation & Conservation

Contractor shall provide recommendations for conservation of gravestones, plot coverings, fencing, and representative samples of typical graves, curbing and fencing.

Contract shall identify appropriate and acceptable methods of restoration and repair of existing markers, installing markers and/or replacing markers.

Recommendations that guide the use of herbicides and pesticides to prevent damage to gravestones and monuments.

Recommendations for the resetting of gravestones and monuments.

Conservation recommendations regarding cleaning gravestones as well as appropriate repair techniques and repair material for gravestones and monuments.

Recommendations for repairing plot curbing and fencing.

Recommendations for the maintenance of commemorative features and monuments.

Referencing existing condition assessments of cemetery buildings and prioritize building restoration in overall implementation plan.

3.3.7 Policy & Funding

3.3.7.1 Regulations and Laws

The Contractor shall:

Provide an overview of the laws and regulations governing cemetery preservation and management. Include an analysis of how current local, state and federal laws and regulations may affect preservation and maintenance activities in municipal cemeteries.

Identify and summarize the archeological laws and regulations that govern the identification of unmarked graves, cemetery expansion and construction within cemetery boundaries.

Review existing cemetery rules and regulations and make recommendations to ensure that rules support and do not conflict with implementation of the master plan.

Provide recommendations to resolve legal issues related to severely deteriorated grave sites that pose a health and safety concerns.

Provide recommendations to guide legal determinations of plot ownership and right of burial.

3.3.7.2 Historic Designation

The Contractor shall determine if the cemeteries and/or features within the cemeteries may be eligible for local, state or federal designation. Identify potential designations and explain benefits of each designation.

3.3.7.3 Grave Ornamentation, Maintenance, and Rule Compliance

The Contractor shall review the current cemetery rules and regulations and evaluate compliance issues related to grave ornamentation and the installation of unauthorized site furnishings, such as privately purchased benches. Recommendations shall consider for maintenance implications as well as sensitivity towards the needs of cemetery users to memorialize and commemorate loved ones.

The Contractor shall make recommendations to guide the development of a dispute resolution process to be integrated into cemetery standard operating procedures.

3.3.7.4 Perpetual Care Funding

The Contractor shall identify and make recommendations regarding:

Existing studies and reports on the stability and viability of the Perpetual Care Trust Fund for a determination of the perpetual care requirement for each cemetery. Contractor shall determine if current funding levels are adequate to meet the expected standard of care.

3.3.7.5 Programming, Use, Recreation, and Heritage Tourism Opportunities

The Contractor shall:

Provide recommendations on developing a robust cemetery heritage tourism program.

Provide recommendations for a process that allows descendants, friends, groups and staff to document the history of persons and families buried in the cemeteries.

Provide recommendations about educational and artistic partnerships that may benefit the cemeteries.

Provide recommendations about legal and appropriate recreational partnerships that may benefit the cemeteries.

3.3.8 Cemetery Development and Expansion

3.3.8.1 Land Use: The Contractor shall perform an analysis of the existing capacity and identify opportunities for greater use of cemetery space at Lauderdale Memorial Park Cemetery, Sunset Memorial Gardens Cemetery and Evergreen Cemetery and addressing the City's desire to plat additional plots within cemetery boundaries.

3.3.8.2 Project revenue potential with regard to new programs, current inventory, increase inventory and market adjustment rates.

3.3.8.3 New Facilities and Features:

The Contractor shall:

Explore the installation of columbarium facilities, cremains gardens, family estate burials and other types of burial options at cemeteries where appropriate, providing conceptual plans for possible locations, probable cost estimates for installation and a probable revenue estimate for sales of columbarium spaces.

3.3.8.4 Provide recommendations regarding the appropriateness and process of new monuments or commemorative features in each cemetery.

3.3.8.5 The Contractor shall provide general recommendations and best practices for the future design of cemetery irrigation systems. Contractor shall provide a probable cost estimate and prioritize in the Implementation Guide.

3.3.9 Implementation Guide

The Contractor shall provide an implementation guide with recommendations for the rehabilitation, preservation, maintenance, financial solvency, and expansion of the cemeteries in the form of a prioritized project list that includes, at a minimum, project descriptions and probable cost estimates, potential funding sources, and start and completion dates.

END OF SECTION

SECTION 4 – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses BidSync (www.BidSync.com) 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 BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. 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 BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 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 is a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person

or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

4.1.6 One (1) original and two (2) copies plus seven (7) electronic (soft) copies of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

4.1.7 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 fifty (50) pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled DVD/CD in a paper sleeve. The proposals shall be organized and divided 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 Proposer must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the

State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.5 References

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

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

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

4.2.6 Minority/Women (M/WBE) Participation

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

4.2.7 Subcontractors

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

4.2.8 Required Forms

a. Proposal Certification

Complete and attach the Proposal Certification provided herein.

b. Cost Proposal

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

c. Non-Collusion Statement

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

d. Local Business Preference (LBP)

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

e. 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.

f. 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.

g. Business License

Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida

END OF SECTION

SECTION 5 – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office 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 present 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 no less than three (3) proposals, assuming that three proposals have been received, 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 as number 1, the second ranked firm a number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

<u>ABILITY TO MEET OBJECTIVES</u>	
Understands the scope of the project, as presented in the narrative proposal.	40%
Experience, qualifications and past performance of the proposing firm, including persons proposed to provide the services	30%
Total Proposed Cost to the City	30%
	100%

TOTAL PERCENT AVAILABLE:	
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5.3 **Contract Award**

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

END OF SECTION

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SECTION 6 – COST PROPOSAL PAGE

Proposer Name: _____

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

Failure to use the City’s COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

Total Project Cost \$ _____
(attach a breakdown of costs and list staff hours, including hourly rates for each staff person dedicated to the project.)

Submitted by:

_____	_____
Name (printed)	Signature
_____	_____
Date	Title