

**AGREEMENT FOR
WATER EXTRACTION AND REMEDIATION OF WATER DAMAGE AND MOLD
IMPACT SERVICES**

THIS AGREEMENT, made this 12 day of May 2021, is by and between the **City of Fort Lauderdale, a Florida municipality**, ("City" or "Parties"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and **United Restoration of FL, LLC, a Florida limited liability company**, ("Contractor," "Company" or "Parties"), whose address and phone number are **2520 N Powerline Rd. Suite 304, Pompano Beach, Florida, 33069, Phone: 954-979-8500, Email: jordan@uroffl.com.**

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, 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) **Invitation to Bid No. 12502-513, Water Extraction and Remediation of Water Damage and Mold Impact Services, including any and all addenda, prepared by the City of Fort Lauderdale ("ITB" or "Exhibit A").**
- (2) The Contractor's response to the ITB, dated February 25, 2021 ("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 May 12, 2021, 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.

By signing this Agreement, the Contractor represents that it 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 contract period shall commence on **September 6, 2021** and shall end on **September 5, 2022**. The City reserves the right to extend the contract for three additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event 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 such fiscal year shall be subject to 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 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.

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

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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 contract 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 he/she/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 contract 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.

Pollution and Remediation Legal Liability (Hazardous Materials)

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

Contractors Pollution Liability Coverage

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

Disposal Coverage

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

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 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 North 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 he/she/it is qualified to perform the work, that Contractor and his/her/its 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, as may be amended from time to time, 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 contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

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, as may be amended from time to time, 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 a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, 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 Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event 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. Contractor's 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.

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

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

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.

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 Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, 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 (2020), 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 (2020), 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 (2020), 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, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, 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 (2020), 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.

CC. 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, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2020), as may be amended or revised, ("Section 2-187).
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.

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

ATTEST:

Jeffrey A. Modarelli, City Clerk



CITY OF FORT LAUDERDALE

By:

Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:

ALAIN E. BOILEAU, CITY ATTORNEY

By:

Tania Marie Amar, Assistant City Attorney

WITNESSES:

Signature: [Signature]
Print Name: Stephanie Campos
Signature: [Signature]
Print Name: Lisa Cohen

United Restoration of FL, LLC

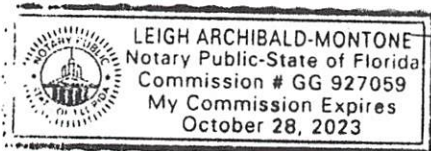
By:

Jordan Cohen, Manager

(CORPORATE SEAL)

STATE OF FL
COUNTY OF Broward

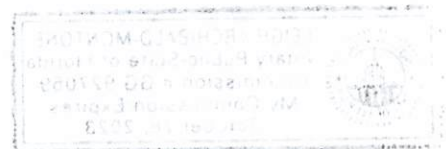
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of April, 2021, by **Jordan Cohen** as **Manager** for **United Restoration of FL, LLC**, a Florida limited liability company.



(Signature of Notary Public – State of Florida)

Leigh A. Montone
Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____



Solicitation 12502-513

Water Extraction and Remediation of Water Damage and Mold Impact Services

Bid Designation: Public



City of Fort Lauderdale

Bid 12502-513**Water Extraction and Remediation of Water Damage and Mold Impact Services**

Bid Number **12502-513**
 Bid Title **Water Extraction and Remediation of Water Damage and Mold Impact Services**

Bid Start Date **Feb 19, 2021 1:40:13 PM EST**
 Bid End Date **Mar 17, 2021 2:00:00 PM EDT**
 Question & Answer End Date **Mar 10, 2021 5:00:00 PM EST**

Bid Contact **AnnDebra Diaz, CPPB**
Procurement Administrator
Procurement
954-828-5949
adiaz@fortlauderdale.gov

Contract Duration **1 year**
 Contract Renewal **3 annual renewals**
 Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Water Extraction and Remediation of Water Damage and Mold Impact at City facilities on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).**
 The City facilities in the scope of this contract may include those damaged by hurricanes. Contractor must have experience with a minimum of five (5) similar projects and provide references for those projects. The work under this contract will include emergency work and the Contractor will be required to be available for work twenty-four (24) hours a day, seven (7) days a week.

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

 For further information, go to www.bidsync.com.

Item Response Form

Item **12502-513-01-01 - Supervisor Regular Time**
 Quantity **1 hour**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Enter an hourly rate for Supervisor Monday Thru Friday Regular Time (7:00 am – 5:00 pm)
Prior annual quantities estimated at 400 hours. Prior quantities are not indicative of future use.

Item	12502-513-01-02 - Laborer Technician Regular Time
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Enter an hourly rate for Laborer Technician Monday Thru Friday Regular Time (7:00 am – 5:00 pm)
Prior annual quantities estimated at 400 hours. Prior quantities are not indicative of future use.

Item	12502-513-01-03 - Laborer Regular Time
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Enter an hourly rate for Laborer Monday Thru Friday Regular Time (7:00 am – 5:00 pm)
Prior annual quantities estimated at 400 hours. Prior quantities are not indicative of future use.

Item	12502-513-01-04 - Supervisor Overtime
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Enter an hourly rate for Supervisor After Hours, weekends and Holidays Overtime
Prior annual quantities estimated at 400 hours. Prior quantities are not indicative of future use.

Item	12502-513-01-05 - Laborer Overtime
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications

Fort Lauderdale FL 33301

Qty 1**Description**

Enter a hourly rate for Laborer After Hours, weekends and Holidays Overtime

Prior annual quantities estimated at 400 hours. Prior quantities are not indicative of future use.

Item	12502-513-01-06 - Laborer Technician Overtime
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Enter an hourly rate for Laborer Tech After Hours, weekends and Holidays Overtime

Prior annual quantities estimated at 2400 hours. Prior quantities are not indicative of future use.

Item	12502-513-01-07 - Supervisor Microbial Containment Regular Time
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Enter an hourly rate for Supervisor Microbial Containment Monday Thru Friday Regular Time (7:00 am – 5:00 pm)

Prior annual quantities estimated at 40 hours. Prior quantities are not indicative of future use.

Item	12502-513-01-08 - Laborer Microbial Containment Regular Time
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Enter an hourly rate for Laborer Microbial Containment Monday Thru Friday Regular Time (7:00 am – 5:00 pm)

Prior annual quantities estimated at 80 hours. Prior quantities are not indicative of future use.

Item	12502-513-01-09 - Laborer Technician Microbial Containment Regular Time
Quantity	1 hour
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u>

See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter an Hourly Rate for Laborer Technician Microbial Containment Monday Thru Friday Regular Time (7:00 am – 5:00 pm)
Prior annual quantities estimated at 80 hours. Prior quantities are not indicative of future use.

Item **12502-513-01-10 - Supervisor Microbial Containment Overtime**
Quantity **1 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter an hourly rate for Supervisor Microbial Containment After Hours, weekends and Holidays - Overtime
Prior annual quantities estimated at 40 hours. Prior quantities are not indicative of future use.

Item **12502-513-01-11 - Laborer Microbial Containment Overtime**
Quantity **1 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter an hourly rate for Laborer Microbial Containment After Hours, weekends and Holidays - Overtime
Prior annual quantities estimated at 80 hours. Prior quantities are not indicative of future use.

Item **12502-513-01-12 - Laborer Technician Microbial Containment Overtime**
Quantity **1 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter an hourly rate for Laborer Technician Microbial Containment After Hours, weekends and Holidays - Overtime
Prior annual quantities estimated at 80 hours. Prior quantities are not indicative of future use.

Item **12502-513-01-13 - Mobilization Regular Time**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**

See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Enter a unit price for Mobilization one-time per service call Regular Time (7:00 am – 5:00 pm)
 Prior annual quantities estimated at 8 each. Prior quantities are not indicative of future use.

Item **12502-513–01-14 - Mobilization Overtime**
 Quantity **1 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Enter a unit price for Mobilization one-time per service call After Hours, weekends and Holidays
 Prior annual quantities estimated at 8 each. Prior quantities are not indicative of future use.

Item **12502-513–01-15 - Water Extraction**
 Quantity **1 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Enter a square foot price for Water Extraction - Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays
 Prior annual quantities estimated at 10,000 square feet. Prior quantities are not indicative of future use.

Item **12502-513–01-16 - UV Fogging of Mildicide**
 Quantity **1 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Enter a square foot price for UV Fogging of Mildicide- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays
 Prior annual quantities estimated at 10,000 square feet. Prior quantities are not indicative of future use.

Item **12502-513–01-17 - Apply Mildicide (Water Damage)**
 Quantity **1 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a square foot price for Apply Mildicide (Water Damage) - Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays
Prior annual quantities estimated at 10,000 square feet. Prior quantities are not indicative of future use.

Item **12502-513-01-18 - Drywall Removal**
Quantity **1 square foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Expected Expenditure \$5,000.00

Description

Enter a square foot composite price for water-damaged drywall and mold damaged drywall removal, wire brush, sand, HEPA vacuum. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays
Prior annual quantities estimated at 5,000 square feet. Prior quantities are not indicative of future use.

Item **12502-513-01-19 - Drywall Soffit Removal**
Quantity **1 square foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a square foot composite price for water-damaged drywall soffit and mold damaged drywall soffit removal, wire brush, sand, HEPA vacuum. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays
Prior annual quantities estimated at 5,000 square feet. Prior quantities are not indicative of future use.

Item **12502-513-01-20 - Drywall Removal in Ceiling Plenum**
Quantity **1 square foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a square foot composite price for water-damaged drywall ceiling plenum and mold damaged drywall ceiling plenum removal, wire brush,

sand, HEPA vacuum. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays
Prior annual quantities estimated at 5,000 square feet. Prior quantities are not indicative of future use.

Item	12502-513-01-21 - Carpet Restoration and Sanitizing
Quantity	1 yard
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Enter a per yard price for Carpet Restoration, Sanitizing- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays.
Prior annual quantities estimated at 1000 yards. Prior quantities are not indicative of future use.

Item	12502-513-01-22 - Carpet and Mastic Removal
Quantity	1 yard
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Enter a per yard price for Carpet and Mastic Removal- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays
Prior annual quantities estimated at 1000 yards. Prior quantities are not indicative of future use.

Item	12502-513-01-23 - Mastic/Adhesive Removal
Quantity	1 yard
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Enter a per yard price for Mastic/Adhesive Removal- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays
Prior annual quantities estimated at 300 yards. Prior quantities are not indicative of future use.

Item	12502-513-01-24 - Carpet and Pad Removal
Quantity	1 yard
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u>

See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a per yard price for Carpet and Pad Removal- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays.
Prior annual quantities estimated at 1000 yards. Prior quantities are not indicative of future use.

Item **12502-513-01-25 - Tack Strip Removal**
Quantity **1 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a per linear foot price for Tack Strip Removal- Furnish all labor, materials, and equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays.
Prior annual quantities estimated at 2000 linear feet. Prior quantities are not indicative of future use.

Item **12502-513-01-26 - Content Manipulation**
Quantity **1 square foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a per square foot price for Content Manipulation- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays.
Prior annual quantities estimated at 20,000 square feet. Prior quantities are not indicative of future use.

Item **12502-513-01-27 - Vinyl Tile Removal**
Quantity **1 square foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a per square foot price for Vinyl Tile Removal- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays
Prior annual quantities estimated at 1000 square feet. Prior quantities are not indicative of future use.

Item **12502-513-01-28 - Vinyl Wall Covering Removal**

Quantity **1 square foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a per square foot price for Vinyl Wall Covering Removal – Furnish all labor, materials, and equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays. Prior annual quantities estimated at 1000 square feet. Prior quantities are not indicative of future use.

Item **12502-513–01-29 - Containment Setup and Breakdown Under 1,000 S.F.**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a per unit price for Containment Setup and Breakdown Under 1,000 S.F. - Furnish all labor, materials, and equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays. Prior annual quantities estimated at 8 each. Prior quantities are not indicative of future use.

Item **12502-513–01-30 - Containment Setup and Breakdown Over 1,000 S.F.**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a per unit price for Containment Setup and Breakdown Over 1,000 S.F. - Furnish all labor, materials, and equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays. Prior annual quantities estimated at 8 each. Prior quantities are not indicative of future use.

Item **12502-513–01-31 - HVAC System Clean and Sanitize**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a per unit price for HVAC System Clean and Sanitize the Registers, Duct Work, Coils and Blowers- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours,

weekends and holidays

Prior annual quantities estimated at 900 each. Prior quantities are not indicative of future use.

Item **12502-513-01-32 - HEPA Vacuum Space/Area**

Quantity **1 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

See ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Enter a square foot price for HEPA Vacuum Space/Area - Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Prior annual quantities estimated at 16,000 square feet. Prior quantities are not indicative of future use.

Item **12502-513-01-33 - HEPA Vacuum Space/Area Contents**

Quantity **1 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

See ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Enter a square foot price for HEPA Vacuum Space/Area Contents- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays.

Prior annual quantities estimated at 16,000 square feet. Prior quantities are not indicative of future use.

Item **12502-513-01-34 - Rental of Drying Unit (Blower)**

Quantity **1 day**

Unit Price

Delivery Location **City of Fort Lauderdale**

See ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Enter a daily price for rental, Drying Unit (Blower)

Prior annual quantities estimated at 100 days. Prior quantities are not indicative of future use.

Item **12502-513-01-35 - Rental of Large Air Scrubber**

Quantity **1 day**

Unit Price

Delivery Location **City of Fort Lauderdale**

See ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1**Description**

Enter a daily price for rental of Large Air Scrubber

Prior annual quantities estimated at 50 days. Prior quantities are not indicative of future use.

Item 12502-513-01-36 - Rental of Small Air Scrubber**Quantity 1 day****Unit Price****Delivery Location City of Fort Lauderdale**See ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1**Description**

Enter a daily price for rental of Small Air Scrubber

Prior annual quantities estimated at 100 days. Prior quantities are not indicative of future use.

Item 12502-513-01-37 - Rental of Large Dehumidifier**Quantity 1 day****Unit Price****Delivery Location City of Fort Lauderdale**See ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1**Description**

Enter a daily price for rental of Large Dehumidifier

Prior annual quantities estimated at 100 days. Prior quantities are not indicative of future use.

Item 12502-513-01-38 - Rental of Small Dehumidifier**Quantity 1 day****Unit Price****Delivery Location City of Fort Lauderdale**See ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1**Description**

Enter a daily price for rental of Small Dehumidifier

Prior annual quantities estimated at 100 days. Prior quantities are not indicative of future use.

Item 12502-513-01-39 - Rental of Wall Injection System**Quantity 1 day****Unit Price****Delivery Location City of Fort Lauderdale**See ITB Specifications

See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a daily price for rental of Wall Injection System

Prior annual quantities estimated at 75 days. Prior quantities are not indicative of future use.

Item **12502-513-01-40 - Rental of Large Negative Air Machine**
Quantity **1 day**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a daily price for rental of Large Negative Air Machine

Prior annual quantities estimated at 30 days. Prior quantities are not indicative of future use.

Item **12502-513-01-41 - Ceiling Tile Removal and Replacement (City Furnished Tiles)**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a per each price for ceiling tile removal and replacement (City furnished tiles) – Furnish all labor, materials, and equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays
Prior annual quantities estimated at 2000 each. Prior quantities are not indicative of future use.

Item **12502-513-01-42 - Ceiling Tile and Grid Removal**
Quantity **1 square foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a per square foot price for ceiling tile and grid removal – Furnish all labor, materials, and equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays
Prior annual quantities estimated at 1000 square feet. Prior quantities are not indicative of future use.

Item **12502-513-01-43 - HVAC System Flexible ducts replaced with new**
Quantity **1 linear foot**
Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a per linear foot price for HVAC System flexible duct replacement- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays
Prior annual quantities estimated at 9000 linear feet. Prior quantities are not indicative of future use.

Item **12502-513-01-44 - Drywall replacement and installation**
Quantity **1 square foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a per square foot price to install drywall to a smooth sanded and paintable finish. - Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays.
Prior annual quantities estimated at 5000 square feet. Prior quantities are not indicative of future use.

City of Fort Lauderdale
Water Extraction and Remediation
Of Water Damage and Mold Impact Services
ITB # 12502-513

SECTION I – INTRODUCTION AND INFORMATION**1.1 Purpose**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Water Extraction and Remediation of Water Damage and Mold Impact services for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 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 ITB 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 Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.3 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM 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 Bidsync.com before the Last Day for Questions indicated in the Solicitation.

1.4 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, AnnDebra Diaz, at (954) 828-5949 or email at adiaz@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 ITB 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). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response 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 ITB.

1.5 Pre-bid Conference and/or Site Visit

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

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

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by BidSync 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 BidSync 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 BidSync as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

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

2.4 Bidder's Costs

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

2.5 Pricing/Delivery

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

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

2.6 Price Validity

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

2.7 Invoices/Payment

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

2.11 Acceptance of Bids / Minor Irregularities

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

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

2.12 Modification of Services

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

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

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

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

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

2.13 No Exclusive Contract

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

2.14 Sample Contract Agreement

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

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

2.15 Responsiveness

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

2.16 Responsibility

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

2.17 Minimum Qualifications

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

To be eligible for award of a contract in response to this solicitation, the Bidder must possess at time of bid submittal a State of Florida Certified General Contractor license or equivalent Broward County Contractor license, certificate of competency, or other license that meets or exceeds those specified herein.

The City facilities in the scope of this contract will include those damaged by hurricanes. Contractor must have experience with this type of service. See Part III, Item 4.

Qualifications, for further requirements.

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

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

2.18 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 ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the 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=CO_OR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

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 Protest Procedure

2.20.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.20.2 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_S2-182DIREPR

2.21 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder'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, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.22 Sub-Contractors

2.22.1 If the Contractor proposes to use sub-contractors 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 sub-contractor candidate in its best interest and to require Contractor to replace sub-contractor with one that meets City approval.

2.22.2 Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractor's non-performance and all of Contractor's sub-contractors' 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 sub-contractors for payment for work performed for the City.

- 2.22.3** Contractor shall require all of its sub-contractors 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 sub-contractors will be the sole responsibility of the Contractor.

2.23 Bid Security – N/A

2.24 Payment and Performance Bond – N/A

2.25 Insurance Requirements

- 2.25.1** 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 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.

- 2.25.2** 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.

- 2.25.3** 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 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.

Pollution and Remediation Legal Liability (Hazardous Materials)

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

Contractors Pollution Liability Coverage

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

Disposal Coverage

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

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 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.

2.25.4 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 the general liability policy.
- 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
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.25.5** 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.
- 2.25.6** 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.
- 2.25.7** 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.
- 2.25.8** 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.

2.25.9 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.

2.25.10 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.

2.25.11 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.

2.26 Insurance – Sub-Contractors

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

2.27 Insurance for Collection of Credit Card Payments

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

2.28 Award of Contract

Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

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

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

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 Approved Equal or Alternative Product Bids – N/A

2.35 Contract Period

The initial contract term shall commence upon date of award by the City or September 6, 2021, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for three additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 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 one year. 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. Dep't. 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

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

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

2.38 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 the default or cancellation for cause provisions of the contract.

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

2.40 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 – N/A

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 (Attachment "A") should be completed and submitted with Proposer's response to this ITB.

2.45 Service Organization Controls – N/A**2.46 Warranties of Usage**

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

2.47 Rules and Submittals of Bids

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

2.48 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

2.49 Public Records

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002,

CITY CLERK'S OFFICE, 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 (2017), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

2.50 PCI (Payment Card Industry) Compliance

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

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

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

The City is seeking a qualified Contractor capable of performing the work outlined herein per the Unit Prices bid and following the specifications, procedures and protocols to complete Water Extraction and Remediation of Water Damage and Mold Impact jobs in various City facilities. City facilities may include those that have received damaged from hurricane events. This work may be authorized on an emergency basis and as such the Contractor shall be available to work twenty-four (24) hours a day seven (7) days a week. The awarded Contractor shall be required to submit a written proposal for each job when assigned by the City. The proposal shall be based on unit item pricing, quantity, labor classification and hours per labor classification, materials and equipment rental. Lump sum estimates for work will not be accepted. Proposal shall include an estimated date and time of completion. All job proposals, estimates and proposal preparation shall be provided at no cost to the City.

Contractor must be fully equipped with all equipment listed in line items and capable of meeting all specifications and requirements of this bid. Contractor and Contractor's project supervisor shall possess required skills outlined in 2.17 Minimum Qualifications of this ITB. For HVAC items of work, Contractor may utilize a subcontractor who possesses required certifications, licenses and skills specified in this ITB. The Bidder must include the name and qualifications of their HVAC subcontractor in the bid response.

Work includes furnishing all labor, materials, equipment and performing related operations to satisfactorily complete all work using the unit pricing in accordance with the terms, conditions, and specifications contained in this Bid. The work under this contract will include Emergency work and the Contractor will be required to be available for work twenty-four (24) hours a day, seven (7) days a week. Contractor will warrant and guarantee all labor and workmanship for a period of one (1) year from final acceptance from the City. Contractor will provide a warranty for all replacement parts and supplies for one (1) year.

The City may select more than one (1) Contractor to perform this work, and will issue a Water Extraction and Remediation of Water Damage and Mold Impact contract for a one-year term and make provisions for up to three one-year renewals.

The intention of this bid is to select a Contractor who is capable of performing the work required at any specific site at such times as the City determines. Work at multiple sites may or may not be performed concurrently. As such, the City also reserves the right to assign quantities and types of work to Contractor based on performance criteria, including but not limited to cooperation with the City, project facility, community representatives, and timely, satisfactory completion of work items. The

City reserves the right to increase or decrease the quantity of any item listed in this ITB.

Rental equipment costs shall be all inclusive and include all overhead, markup, taxes, labor and profit.

The Water Extraction and Remediation of Water Damage and Mold Impact work related to hurricane events requires very specific documentation of the existing damaged condition prior to Water Extraction and Remediation of Water Damage and Mold Impact, and specific documentation of material quantities and labor required to achieve the remediation.

The Contractor will be obligated to perform the work of any one, any combination, or all of the work items stated in the Bid with compensation based on actual quantities of work provided multiplied by the proposed unit price for each work item, labor item or rental item. The City reserves the right to increase or decrease the quantity of any item listed. The intention of this contract is to select a Contractor who is capable of performing all of the work required at any specific site at such times as the City determines.

Many City of Fort Lauderdale facilities are considered secure facilities. When work is required at these facilities a standard security measure requires that all contracted employees must be appropriately screened in order to receive authorization. All contracted employees who will access these facilities are required to submit to a background check conducted by the Fort Lauderdale Police Department at no expense to the Contractor.

1. CODES AND PERMITS

- A. The Contractor shall be responsible for meeting all local fire and building codes and for obtaining any necessary permits. The contractor shall be responsible for any and all fees that pertain to the work as required by the City of Fort Lauderdale and any authority having jurisdiction.
- B. The Contractor must be familiar with all applicable Federal, State, Count, City and Local laws, Regulations or codes and be governed accordingly as they will apply to these projects and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.
- C. All construction and design documents will be produced in accordance will all national, state, and local codes and standards. The Contractor will be responsible for ensuring all installations meet applicable building ordinances and electrical codes. Contractor is to obtain all necessary construction and building permits, licenses and any other approvals that may be necessary.
- D. Permit Fees will be reimbursed at actual cost. Contractor to include Permit fee invoices with pay request.
- E. Obtain all permits and pay all fees required by any governmental agency

having jurisdiction over the work. Arrange all inspections required by these agencies. On completion of the work, furnish satisfactory evidence to the City that the work is acceptable to the regulatory authorities having jurisdiction.

2. SERVICES

- A. Services to be performed under this ITB are listed in the unit price description and include those services that would normally be required for Water Extraction and Remediation of Water Damage and Mold Impact to various City facilities. Unit prices are all-inclusive for the work and shall include all applicable overhead, markup, taxes, labor and labor burden, equipment, materials, profit and incidentals and performing related operations to satisfactorily complete all work. Incidentals shall include disposal fees and be a composite for water-damaged material and mold-contaminated material. For any additional Materials required, provide a material markup rate for the additional material.
- B. HVAC System work includes all applicable overhead, markup, taxes, labor and labor burden, equipment, materials, profit and incidentals to clean and sanitize the registers, duct work, coils and blowers and any other HVAC equipment.
- C. Unit prices shall apply to regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after-hours, weekends and holidays unless stated otherwise in the unit price description.
- D. Compensation shall be based on actual hours and quantities of work performed.
- E. HVAC System work is based on all labor, materials, equipment and incidentals to clean and sanitize the Registers, Duct Work, Coils and Blowers.
- F. Services shall be available twenty-four (24) hours a day, seven (7) days a week. All hourly labor costs shall be pro-rated into quarter hours. Only time on job-site shall be invoiced. Travel time will be at the Contractor's expense.
- G. If work is of a nature that it is not covered under the unit price then a proposal using the contract labor cost, material cost and equipment rental cost will be developed.
- H. If work requires engineered documents, the City will reimburse at cost.

3. EXECUTION OF WORK

- A. Any omission of a detailed description concerning any item shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- B. City Contract Administrator or designee and Contractor will visit each site and develop an estimated Scope of Work prior to beginning work. Type of work will be verified and agreed upon by both parties.
- C. Using the work scope, the Contractor will provide the City a

proposal to perform the work utilizing the contracted Unit Prices, labor hourly rates and material/rental equipment rates based on field visit agreed to quantities. The Contractor will also provide on the proposal a schedule for performing the work. The City Contract Administrator or designee will authorize the Contractor to perform the work based on the cost and schedule in the proposal. Such authorization may include work in multiple facilities.

- D. Unit prices shall apply to regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after-hours, weekends and holidays unless stated otherwise in the unit price description. The quantities are estimates and as such the total amount of work may or may not be authorized or may be more or less under this contract.
- E. Compensation shall be based on actual hours and quantities of work performed.
- F. Contractor will provide the proposal broken down into work items and quantities for each work item. City will approve partial payment for completion of a work item at a site but not for partial completion of a work item.
- G. Regular hours shall be from 7:00 a.m. to 5:00 p.m., Monday through Friday. Work may continue past a normal eight-hour work shift, if prior City approval has been obtained. City will provide access to work site during appropriate business hours. All services shall be performed during regular working hours, Monday through Friday, except for Holidays, unless requested and scheduled by the Contract Administrator or designee.
- H. The building premises may be occupied for conduct of normal operations during the entire work period. Contractor shall cooperate with the Contract Administrator or designee in scheduling work to minimize conflict and to facilitate building usage.
- I. No office/space shall be rendered inoperable without the specific prior authorization of the City Contract Administrator on the day on which the Contractor desires access to the site.
- J. Contractor shall always have alternate plans for any given day's work such that if the site is unavailable, Contractor personnel can perform other work for the day. Maintaining proper operation of facilities shall always take precedence over contract work.
- K. Contractor shall take these operational needs into account when determining the Contract price. The City will not pay for delays caused by the need to maintain proper operation of the facilities.
- L. Upon completion of the work, the contractor shall remove all tools, equipment, and all rubbish and debris from the premises and shall leave the premises clean and neat to the satisfaction of the City. This must be done as each work operation is completed in a given area and at the time of total job completion prior to final system acceptance.
- M. If drawings were issued, Contractor shall submit installation as-built drawings to the City Contract Administrator or designee at the

conclusion of work at a site.

- N. City may terminate the contract at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified.
- O. The mobilization charge may only be charged once per service call, even if the Contractor must leave the job site and return another time to complete the job.
- P. Contractor's performance and timely response to service calls shall be carefully monitored by the Contract Administrator. Failure to adhere to the two-hour on-site response time three times shall be cause to cancel the contract.
- Q. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
- R. All employees of the Contractor and its sub-contractors shall be considered to be, at all times, the sole employees of the Contractor under its sole discretion and not an employee or agent of the City. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on City property is not in the best interest of the City.
- S. Contractors' on-site supervisor, at any City facility, must be able to speak English.
- T. Contractor shall be responsible for all necessary measurements and for the accurate fitting of all work. The Contractor shall be responsible for any damage to the facility or any equipment inside as a result of work pursuant to this contract. Any such damage will be repaired by the Contractor at their expense and to the satisfaction of the City.
- U. Contractor shall be responsible for maintaining a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense. Contractor will be responsible for disposal of hazardous waste materials that may be a result of maintenance or repair work performed at Contractor's expense. Whenever disposing of hazardous material, the Contractor shall contact the Department of Environmental Protection for proper disposal instructions. The requirement shall be solely the Contractor's responsibility. Contractor shall keep the City Contract Administrator informed.
- V. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. Personnel skilled in their respective disciplines of work shall execute all work.

4. QUALIFICATIONS

- A. The Contractor and the on-site supervisor shall possess required skills as described below: Have at least 5 years of field experience with a minimum of ten (10) projects of similar scope of services and possess at least one of the following certifications from the American Indoor Air Quality Council (AIAQC):
1. CMRS Council-certified Microbial Remediation Supervisor
 2. CMC Council-certified Microbial Consultant
 3. CIE Council-certified Indoor Environmentalist
 4. CIEC Council-certified Indoor Environmental Consultant
 5. IICRC AMRT Applied Microbial Remediation Technician
- B. Labor Technician must have at least 2 years of field experience with a minimum of five (5) projects of similar scope of services or possess at least one of the following number of job certifications from the American Indoor Air Quality Council (AIAQC) or Institute of Inspection, Cleaning and Restoration Certification (IICRC):
1. AIAQC CMR Council-certified Microbial Remediator
 2. AIAQC CIE Council-certified Indoor Environmentalist
 3. AIAQC CMI Council-certified Microbial Investigator
 4. IICRC AMRT Applied Microbial Remediation Technician
 5. IICRC WRT Water Damage Restoration Technician
- C. Contractor shall provide a list of employees that will perform work on City property as part of the contract indicating supervisory or staff status, number of years' experience and certifications possessed by each. Proof of certifications shall be provided with the list. List of employees and proof of certifications must be provided prior to award.
- D. Supervisor Required Skills
1. Understand the basic principles of microbial remediation.
 2. Maintain familiarity with the equipment and supplies necessary to conduct a microbial remediation project and with the methods for calibration and operation of such equipment.
 3. Appreciate the safety hazards presented by microbial remediation projects, and follow the procedures and protocols necessary to protect building occupants and remediation workers from such hazards:
 - i. Follow safety regulations touching mold remediation.
 - ii. Employ safe work practices
 - iii. Use Personal Protective Equipment (PPE) appropriately.
 4. Recognize the legal and liability issues surrounding microbial remediation.
 5. Properly address water damage in the indoor environment:
 - i. Follow effective loss mitigation procedures after a water incursion.
 - ii. Follow completion procedures designed to return the

- property to a pre-loss condition.
6. Conduct microbial remediation projects according to appropriate specifications:
 - i. Define the scope of work for a remediation project according to relevant guidelines.
 - ii. Maintain thorough project documentation throughout the remediation process.
 7. Perform structural remediation:
 - i. Design and construct appropriate containment areas and other engineering controls to prevent cross contamination and to protect worker safety and health.
 - ii. Remove and dispose of damaged building materials when appropriate.
 - iii. Employ effective cleaning methods when appropriate.
 8. Perform HVAC remediation:
 - i. Apply relevant guidelines to assess the status of the HVAC system.
 - ii. Evaluate the mechanical condition and adequacy of the HVAC system and recommend necessary adjustments.
 - iii. Employ effective cleaning methods when appropriate.
 9. Perform contents remediation:
 - i. Remove and dispose of damaged building contents when appropriate.
 - ii. Employ effective cleaning methods when appropriate.
 10. Prepare for post-remediation verification:
 - i. Conduct appropriate monitoring activities to verify remediation effectiveness.
 - ii. Apply internal quality control procedures to determine when mediation has been complete.
 - iii. Complete appropriate project documentation.

E. Qualifications/Requirements for HVAC System Cleaning

1. Hold a valid Certificate of Competency for unlimited air conditioning work and/or a State of Florida Air Conditioning Contractors License.
2. Minimum five (5) years' experience in Heating, Ventilation and Air Conditioning (HVAC) work. Provide list of similar projects and contacts.
3. Provide pre and post Quality Control Assurance protocols for the HVAC work prior to start of work.
4. Have a minimum of one (1) Air System Cleaning Specialist (ASCS) certified by NADCA on a full-time basis, or have staff certified by a nationally recognized certification program and organization dedicated to the cleaning of HVAC systems.
5. Supervisor Qualifications: A person certified, as an ASCS by NADCA or maintaining an equivalent certification by a

nationally recognized program and organization, shall be responsible for the total work herein specified.

6. Contractor shall provide a list of employees that will perform work on City property as part of the contract indicating supervisory or staff status, number of years' experience and certifications possessed by each. Proof of certifications shall be provided with the list. List of employees and proof of certifications must be provided prior to award.

5. RESPONSE TIME

- A. After receiving a call from the City, Contractor must respond by phone within thirty (30) minutes and be on site and prepared to work within two (2) hours, unless the City Contract Administrator or designee has agreed to other arrangements. The Contractor must have agreement from the City Contract Administrator or designee prior to beginning work.
- B. An immediate assessment of the problem encountered must be communicated to the City within ½ hour of arrival at site. If immediate remediation is not possible, an accurate projection of expected completion time must be relayed to the City.
- C. Contractor shall be required to provide an emergency number for immediate contact for 24/7 services.

6. EQUIPMENT AND MATERIALS

- A. Contractor should stock on the services truck all equipment and materials necessary to start services at the time of first response.
- B. Material used, such as plastic sheeting, plastic bags, filters and chemicals for other than unit pricing items shall be listed separately and invoices provided.
- C. Rental of Equipment shall be listed and number of actual days of use.

7. QUALITY CONTROL

- A. The City shall provide third party in progress monitoring and post testing for mold remediation services. The City Contract Administrator or designee shall provide final clearance, unless, at the City's discretion, services of a qualified third-party consultant shall be obtained for final clearance. The City monitoring and testing will be based on the protocols in U.S. Environmental Protection Agency Document 'EPA 402-K-01-001 "Mold Remediation in Schools and Commercial Buildings". The City may at its discretion, change the protocols.
- B. The Contractor shall establish a complete quality control program to assure the requirements of the Contract are provide as specified. The Contractor's basic quality control program should be provided with the bid and must be provided within five (5) calendar days of request by City prior to award.
- C. The quality control program should include a sample log prepared

by the Contractor that should show the following information:

1. Response performance – this would record the time a call for service was received; the time that call was returned and the time of arrival at the site.
 2. The total elapsed time from receipt of call to arrive at the job site.
 3. The number of trips to the job site taken to complete each service.
 4. The number of supervisors and/or laborers required to complete each service.
 5. The log should also include the number of calls and the type of call to each location.
- D. The quality control program should include a written process/improvement plan to correct multiple (greater than 2) visits to one location for similar problems.
- E. The program should provide for a written quarterly report detailing observations and process improvement ideas.
- F. The Contractor will be required to attend a Pre-Project meeting after Notice to Proceed. The purpose of the meeting will be to review the contract requirements and City procedures. The actual supervisor that the Contractor plans on using shall attend.
- G. Provide competent supervision.
- H. Provide competent workers. Contractor agrees to utilize only experienced responsible personnel in the performance of work.
- I. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- J. Clean filters of operating equipment.
- K. Clean debris from roofs, gutters, downspouts, and drainage systems.
- L. Clean site; sweep paved areas, rake clean landscaped surfaces.
- M. Remove waste, surplus materials, trash/rubbish and construction facilities from the site; dispose of in legal manner; do not burn or bury.

8. CLOSEOUT PROCEDURES

- A. Prepare submittals that are required by governing or other authorities. Contractor must provide copies to the City Representative.
- B. Notify City Representative when work is considered ready for Final Acceptance.
- C. City Representative will review work and determine if work is complete and acceptable. City Representative will produce a final punch list to be submitted to the Contractor. Contractor will correct any items of work listed on that punch list determined to be deficient. City Representative will authorize by signing punch list when all deficiencies have been corrected.
- D. Once City Representative has received and accepted all guarantee

certifications, performance affidavits, certifications, permit documents and any other documents required by the Contract Documents, City Representative will then prepare written Certification of Completion with attached dated punch list that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for final acceptance. See Attached Form.

- E. When Certification document is finalized and signed by all parties, contractor shall then invoice for work.

9. MINIMUM WARRANTY

- A. Contractor shall be responsible for notifying the City Contract Administrator of any warranties or guarantees, and the terms contained therein in addition to the following minimum warranties and guarantees:
- B. All replacement parts and supplies shall be fully warranted and guaranteed for a minimum of one (1) year from date of issuance of Certification of Completion.
1. Contractor is required to expressly warrant that all items are new and free from defects, warranted for their merchantability and meets the performance specifications of the original equipment.
- C. Commencing on the date of Final Acceptance / issuance of Certificate of Completion, the Contractor shall warrant and guarantee all labor and workmanship for a period of one (1) year.

10. BID ALLOWANCE

Allowance for permits: Payments will be made to the contractor based on the actual cost of permits upon submission of paid permit receipts. The City shall not pay for other costs related to obtaining or securing permits.

The amount indicated is intended to be sufficient to cover the entire project. If the City Permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of City Permit Fees required for project completion.

Allowance	\$
Additional Materials Allowance	5,000.00
Additional Professional Services Allowance	2,000.00
Permit fee allowance	1,500.00
TOTAL	8,500.00

Note: DO NOT PUT THESE FIGURES INTO YOUR BID CALCULATIONS – The City will add these allowances to your bid for our calculation purposes.

END OF SECTION

**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.
- 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 to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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 (2019), as may be amended or revised. As to any contract for goods or services of any amount and as 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 (2019), 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 (2019), 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 (2019), 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 (2019), as may be amended or revised.

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

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

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

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

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

CONSULTANT – A firm providing professional services for the city.

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

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

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

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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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.

Rev. 2/2020

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- 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, 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.

QUESTIONNAIRE

**Bidder certifies the truth and accuracy of all statements and the answers contained herein.
Failure to answer each question could result in the disqualification of your bid.**

1. Provide complete information of five references for which you have performed similar services.

Company name:

Address:

Contact Name:

Telephone Number:

Company name:

Address:

Contact Name:

Telephone Number:

Company name:

Address:

Contact Name:

Telephone Number:

Company name:

Address:

Contact Name:

Telephone Number:

Company name:

Address:

Contact Name:

Telephone Number:

2. Number of years experience you have had in providing similar services.

3. Have you ever failed to complete work awarded to you? If so, where and why?

Yes ☐

No ☐

4. Will you use a subcontractor for HVAC items of work?

Yes ☐

No ☐

5. If you answered yes to Number 4, have you included the name and qualifications of your HVAC subcontractor with your bid submittal?
Yes ☐ No ☐
6. Have you included copies of all appropriate licenses/Certifications with your bid submittal?
Yes ☐ No ☐
7. Have you included a list of employees along with their number of years' experience and certifications for each?
Yes ☐ No ☐
8. Have you included proof of insurance, including General Liability, Auto Liability and Worker's Compensation with your bid submittal?
- | | | |
|-------------------|------------------------------|-----------------------------|
| General Liability | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Auto Liability | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Worker's Comp | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

The bidder understands that the information contained in these bid pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the bidder to be true. The bidder agrees to furnish such additional information, prior to acceptance of any contract relating to the qualifications of the bidder, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. **Failure to answer each question could result in the disqualification of your bid.**

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

NAME**RELATIONSHIPS**

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

Authorized Signature

Title

Name (Printed)

Date

**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. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
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.

Authorized Signature

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 bid/proposal, 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_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

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 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) | <p>Business Name</p> <p>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 <u>and</u> 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.</p> |
| (2) | <p>Business Name</p> <p>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 <u>or</u> 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.</p> |
| (3) | <p>Business Name</p> <p>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.</p> |
| (4) | <p>Business Name</p> <p>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.</p> <p>requests a Conditional Class B classification as defined in the City of Fort Lauderdale</p> |

- (5) Business Name 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.
- (6) Business Name 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.

BIDDER'S COMPANY: AUTHORIZED
COMPANY
PERSON:

PRINTED NAME

TITLE

SIGNATURE: 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 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.

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

Date

Title

E-VERIFY AFFIRMATION STATEMENT

RFP/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:

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com 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 MBE / SBE / WBE (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>

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. **You must also click the "Take Exception" button.**

//

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

Revised 4/28/2020

Question and Answers for Bid #12502-513 - Water Extraction and Remediation of Water Damage and Mold Impact Services

Overall Bid Questions

Question 1

Our business place is in Miami but we work throughout the State of Florida. Can we still bid even if we are not based in Ft. Lauderdale? (Submitted: Feb 20, 2021 2:30:00 PM EST)

Answer

- Yes (Answered: Feb 21, 2021 11:50:08 AM EST)

Question 2

Hi, is a General Contractors license required to be eligible for this bid? Thank you (Submitted: Feb 24, 2021 1:15:08 PM EST)

Answer

- Yes (Answered: Feb 24, 2021 3:11:25 PM EST)

Question 3

The bid request asks for a General Contractors license or equivalent. Will our mold license suffice as equivalent since there is no construction in the project. Thank you (Submitted: Feb 24, 2021 1:40:24 PM EST)

Answer

- A General Contractors license is required. (Answered: Feb 24, 2021 3:11:25 PM EST)

Question 4

What is the budget for the project? (Submitted: Mar 3, 2021 3:11:59 PM EST)

Answer

- There isn't an active project for this contract and it will be used on an as-needed basis but the budget amount is \$400,000 (Answered: Mar 3, 2021 3:31:00 PM EST)

United Restoration

Item: **Supervisor Regular Time**

Attachments

City of Fort Lauderdale - United Restoration Proposal - Water Damage and Mold Impact Services.pdf



BID #12502-513:
WATER EXTRACTION AND REMEDIATION OF
WATER DAMAGE AND MOLD IMPACT SERVICES

FOR

The City of Fort Lauderdale
FLORIDA

United Restoration of FL, LLC | 2520 N. Powerline Rd. Ste. 304 Pompano Beach, FL 33069 | (844) 979-8500
Authorized Contact: Jordan M. Cohen | Executive Vice President and General Counsel | JORDAN@UROFFL.COM

Florida MRSR #362 • Florida Department of Health License #06-64-1954977 - #06-64-1954971

Profile



United Restoration
2520 N. Powerline Rd. Ste. 304
Pompano Beach, FL 33069
(844) 979-8500

March 17, 2020

City of Fort Lauderdale
AnnDebra Diaz, CPPB
Procurement Services Division
100 N Andrews Ave.
Fort Lauderdale, FL 33301

Re: **BID #12502-513**

Letter of Introduction

United Restoration of FL, LLC (dba "United Restoration") thanks the City of Fort Lauderdale for the opportunity to be considered as a vendor under this bid. With this submission, United Restoration intends to demonstrate our professional, technical services in the preparedness, and response, recovery and mitigation phases of any disaster or emergency situation as required by the City. As the City of Fort Lauderdale's current contractor for Water Damage and Mold Remediation, United Restoration is prepared to provide the City of Fort Lauderdale the same high level of service for years to come.

United Restoration has provided highly tailored, turnkey disaster recovery and remediation response to state agencies, universities, healthcare facilities, local law enforcement agencies, school districts, counties, and cities throughout the State of Florida with immediacy, flexibility and effectiveness since 2006. As a disaster restoration firm specializing in servicing governmental clients with FEMA compliant disaster recovery services in order to facilitate FEMA reimbursement, United Restoration is on call 24 hours a day, 365 days a year—ready to respond and provide a full range of facility recovery services as a result of damage sustained from a natural or manmade disasters.

United Restoration prides itself on having one of the fastest response times in the industry, with an average mobilization and response time of 10 minutes or less from the time of a call, regardless of the time of day the call is received. Furthermore, United Restoration is one of only a small handful of highly ranked and respected disaster restoration companies in the State of Florida with years of extensive governmental experience, and the required training, certification, and licensure required to operate in any of The City of Fort Lauderdale's facilities under state law.

As this proposal will show, United Restoration understands exactly what The City of Fort Lauderdale is looking for in a partner for water damage and mold impact services. We thank you again for considering our proposal.

With gratitude,

Jordan M. Cohen, Esq.
Executive Vice President and General Counsel

Brief History of United Restoration:

Official Registered Name: United Restoration of FL, LLC (dba “United Restoration”)

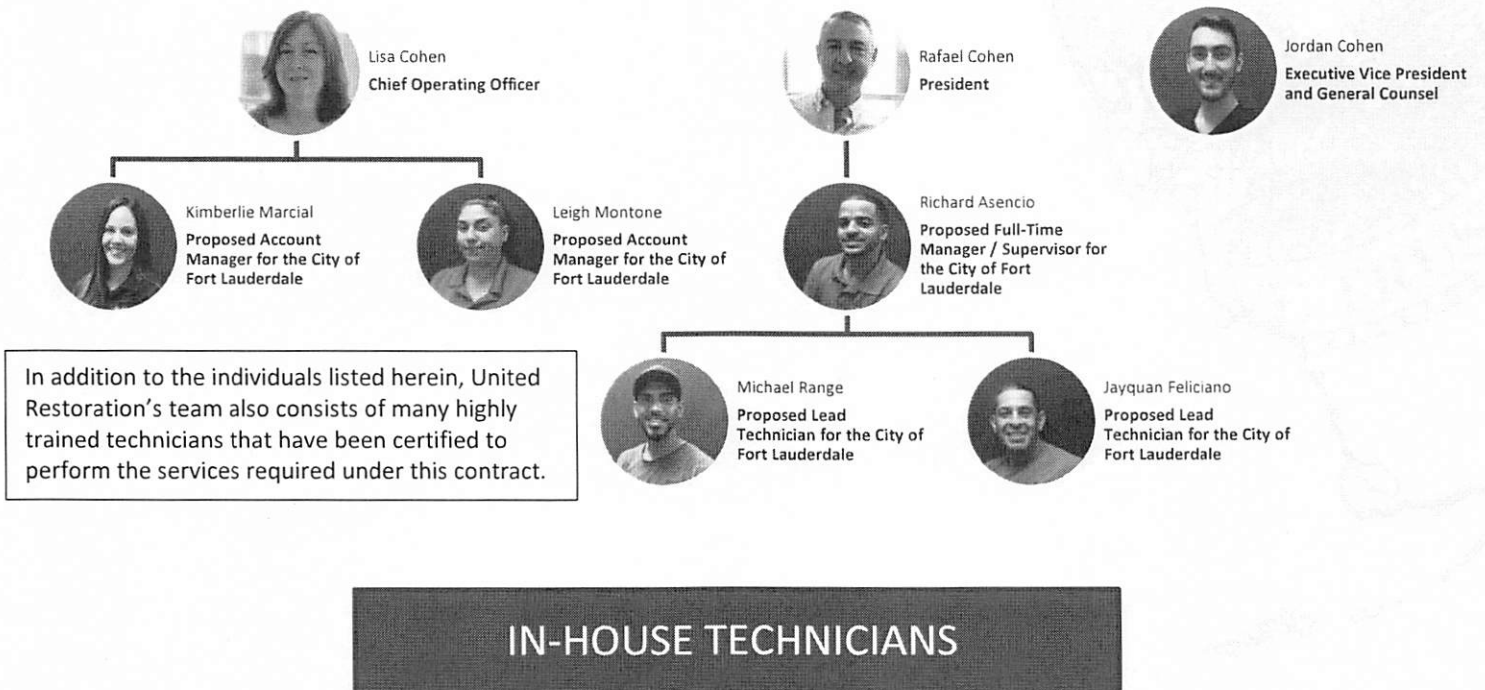
Year Established: 2006

Ownership: Privately owned and operated by Rafael Cohen, Lisa Cohen, and Jordan M. Cohen

Corporate Structure/Legal Entity: Limited Liability Company (Organized in Florida)

Rafael and Lisa Cohen created United Restoration in 2006 as a full-service restoration company to pursue their dream of serving their community and the state of Florida. Since their move to Florida in 1988, the husband and wife duo experienced the catastrophic effects of dozens of hurricanes, and in the early 2000s the two began their journey into the restoration industry. After years of experience, the two were ready to open their own business—a business that was built on a foundation of honesty, transparency, and unmatched quality. Headquartered in Pompano Beach, Florida, United Restoration has grown to become the leading family-owned disaster restoration and biohazard cleanup firm in Florida. Today, United Restoration is owned and managed by Rafael, Lisa, and Jordan Cohen, and has established an unbeatable reputation as *the* restoration company for the government sector.

Organizational Structure with Proposed Team for The City of Fort Lauderdale



Sunbiz Report**2020 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L11000060574

Entity Name: UNITED RESTORATION OF FL, LLC

Current Principal Place of Business:2520 N POWERLINE ROAD
#304
POMPANO BEACH, FL 33069**Current Mailing Address:**2520 N POWERLINE ROAD
#304
POMPANO BEACH, FL 33069 US

FEI Number: 45-2056953

Certificate of Status Desired: No

Name and Address of Current Registered Agent:COHEN, JORDAN M
2520 N POWERLINE ROAD
#304
POMPANO BEACH, FL 33069 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: JORDAN M COHEN

03/11/2020

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :Title MGRM
Name COHEN, RAFAEL
Address 2520 N POWERLINE ROAD
#304
City-State-Zip: POMPAÑO BEACH FL 33069Title MGRM
Name COHEN, JORDAN M
Address 2520 N POWERLINE ROAD
#304
City-State-Zip: POMPAÑO BEACH FL 33069Title MGRM
Name COHEN, LISA G
Address 2520 N POWERLINE ROAD
#304
City-State-Zip: POMPAÑO BEACH FL 33069

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: LISA COHEN

MGRM

03/11/2020

Electronic Signature of Signing Authorized Person(s) Detail

Date

Active Business Venues / Geographic Coverage



United Restoration's active business venues are statewide throughout Florida. With locations on both the East Coast and West Coast, United Restoration has the resources to provide The City of Fort Lauderdale with disaster recovery and remediation response 24/7. In the days before a catastrophic event, United Restoration will consult with NOAA and the State of Florida Division of Emergency Management in order to appropriately and strategically mobilize our large-loss teams to the areas that will likely need response after a catastrophic event. Because of United Restoration's pre-catastrophe management program, United Restoration can respond throughout the state of Florida ***in a matter of hours***. The same is true for non-catastrophic events such as when a pipe bursts and floods a building.

Areas of Operations

United Restoration has the resources to respond throughout the State of Florida, 24/7. We are confident that our geographic reach and ability to leverage our current assets, as well as our current investment in and development of new brick-and-mortar office locations throughout the State, demonstrate why we are the best partner for The City of Fort Lauderdale. Our headquarters are located in Pompano Beach, FL—just minutes away from the City of Fort Lauderdale.

United Restoration has the ability to respond and mobilize to all of The City of Fort Lauderdale within 10 minutes of a call for emergency services, with a maximum on-site time of 30 minutes from the time of a call.

Corporate Office Location

2520 North Powerline Rd. Ste. 304
Pompano Beach, FL 33069

REFERENCES

Additional References & Reference Letters

Client: United Surgical Partners / Broward Specialty Surgical

Contact Name: Ken Herringer

Phone: 954-322-4222 Email: kherringer@uspi.com

Dates of Service: July 2017

Type of Service Provided / Description of Projects: biohazard cleanup, emergency response, water remediation mitigation, sanitization of surgical center/medical facility, operating suites, hallways, patient recovery area, etc.

Cost of Project: \$58K+

Project Summary: In July 2017, United Restoration received a call from United Surgical Partners at 6:00 AM requesting emergency response for a flood that resulted from a failed fire sprinkler system in their surgical facility in Broward County. Within 20 minutes, United Restoration arrived on the scene, with a crew of 10 and a fleet of equipment to perform a dry out. The center – an advanced surgical facility with 5 operating rooms, preoperative and postoperative care units and millions of dollars in medical technology – was completely flooded, and United Restoration had the task of facilitating all the procedures necessary to mitigate, sanitize, and return the facility to normal operations by the following week. United Restoration delivered on its promise to return the facility to its pre-loss condition, with due regard for the requirements of working in a sterile environment and employing humidity controls to protect medical equipment. United Restoration quickly extracted all the water, removed baseboards to preserve the drywall and facilitate proper drying, and successfully prevented any mold growth. Following water damage mitigation, United Restoration thoroughly sanitized and fogged every surface of the facility with a plant-based anti-microbial agent, employed HEPA air scrubbers to manage the indoor air quality, and removed all equipment in time for the first scheduled surgery of the day.

Letter of Recommendation: Copied below



To whom it may concern

It is my pleasure to recommend United Restoration for any restoration task. During the month of July 2017 we had a flood in our surgery center because of a faulty fire sprinkler. United Restoration was called and responded promptly and swiftly. Their efforts were exemplary. From the time they were called until even after as they helped coordinate the air sampling to ensure completeness.

Their staff were efficient, respectful and courteous. They all knew exactly what to do to prevent further damage to any of our equipment and to the premises. They dried up all the water and stripped out the baseboards as well as placing dehumidifiers we were back up and running within 5 days thanks to them.

Sincerely

A handwritten signature in dark ink, appearing to read "Ken Herringer", is positioned above the printed name.

Ken Herringer
(Administrator)

7261 Sheridan Street | Hollywood, FL 33024 | Office: 954-322-4222 | Fax: 954-322-4235

Client: JAFCO

Contact Name: Sarah Franco

Phone: 954-315-8680 Email: sarah@jafco.org

Dates of Service: 2016 – 2018; 2019

Cost of Projects: 2016 – 2018; 2019: \$240K+

Project Summary: After a water damage and ongoing leak issue affected JAFCO's premises, United Restoration was called to respond. Since 2016, United Restoration has provided JAFCO services including biohazard cleanup, water extraction, drying and dehumidification, air quality management, and anti-microbial surface treatments.

Letter of Recommendation: Copied below



March 27, 2018

To Whom It May Concern:

It is our pleasure to recommend United Restoration of FL, LLC, dba ("United Restoration") as a quality provider of emergency restoration and remediation services for our organization. United Restoration has been providing ongoing remediation and restoration services to JAFCO since 2016 to control and maintain damage of our premises resulting from water damage and leaks. Over the past year and a half, United Restoration has rendered services to our organization including: indoor air quality control, dehumidification and drying, use of negative air machines to maintain sanitary ambient air, cleaning and anti-microbial wipe down of surfaces, containment barriers to maintain safe environments and to prevent cross-contamination, as well as anti-microbial fogging.

We have been very impressed with United Restoration's professionalism including, but not limited to, the timeliness of response, the cleanliness of the job site, demeanor of their staff, professional expertise and knowledge of their on-site restoration technicians and office staff, as well as the quality of their work. Whenever an issue on our premises arises, we know that our calls will be answered immediately, and that someone will arrive promptly to address our concerns.

Any large organization requiring a firm that they can depend on for water damage, mold remediation or any other similar property damage emergency in South Florida should feel confident that United Restoration will deliver quality restoration services, day or night.

Sincerely,

Sarah Franco
Executive Director

*JAFCO Jewish
Children's Village*
Weicholz Family Campus
The David Posnack Jewish
Children's Village
Marsh Children's
Emergency Shelter
4200 N University Drive
Sunrise, FL 33351
P: 954.749.7230
F: 954.749.7231

*JAFCO Children's
Ability Center*
Sam & Adele Berger Campus
The David Posnack Jewish
Children's Center
Stephen & Helene Weicholz
Children's Lodge
5100 N Nob Hill Road
Sunrise, FL 33351
P: 954.315.7033
F: 954.449.2422

*JAFCO Northeast
Communities*
234 S Bryn Mawr Ave
Suite 100
Bryn Mawr, PA 19010
P: 610.525.1040
F: 610.525.1047

866.jafco.kids
www.jafco.org
info@jafco.org

Giving Every Child a Place to Belong.

Client: City of Fort Lauderdale

Contact Name: David Smith

Phone: 954-828-6560 Email: dsmith@fortlauderdale.gov

Dates of Service: 2017 - present

Cost of Projects: \$240K+

Project Summary: After Hurricane Irma hit South Florida, the City of Fort Lauderdale has depended on United Restoration for services including biohazard cleanup, water damage mitigation and mold remediation. Today, United Restoration continues to perform emergency restoration services for the City of Fort Lauderdale under an awarded contract.

Letter of Recommendation: Copied below



CITY OF
FORT LAUDERDALE

March 20, 2018

To Whom It May Concern:

The City of Fort Lauderdale awarded United Restoration of FL the contract for *Water Extraction and Remediation of Water Damage and Mold Impact Services* on September 6, 2017. Since then, I have had the opportunity to witness first hand the quality, immediacy and thoroughness of their services, as well as their honesty and commitment to an unwavering standard of industry professionalism and practices. I am continuously impressed by both their on-site technicians and office staff's work ethic and communication with the City, advising us and keeping us informed on all projects every step of the way. United Restoration has provided, and continues to provide, the City of Fort Lauderdale mold cleaning, emergency cleanup and dry-out services, as well as drywall replacement services. Their team is great at working independently, maintains clean and safe working areas, and understands the procedures required to work with a large organization/local government agency.

We highly recommend United Restoration to any organization requiring similar services related to air quality, mold remediation, water damage restoration, and the like.

Respectfully,

David Smith
Facilities Maintenance
Project Manager
City of Fort Lauderdale

PARKS & RECREATION DEPARTMENT
1350 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312
TELEPHONE: 954.828.7275
www.fortlauderdale.gov

Client: Nova Southeastern University

Contact Name: Fred Wilson

Phone: 954-262-8816 Email: fwilson@nova.edu

Dates of Service: 2016 - present

Cost of Projects: \$21K+

Project Summary: Nova Southeastern University has been a client of United Restoration for many years, with requirements related to biohazard sanitization, water damage restoration, fire & smoke damage cleanup, and emergency response requests. Our experience working with the university has included mitigating affected classrooms and medical laboratories, as well as office space.

Letter of Recommendation: Copied below

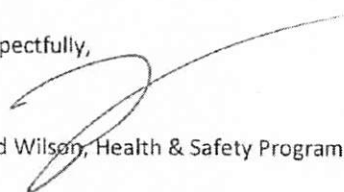


To Whom It May Concern:

Nova Southeastern University has been utilizing the services of United Restoration for Emergency Water, Mold and Sanitization services since December of 2015. It has been a pleasure working with United Restoration since then, as they continuously provide the University rapid response, high standards of service, and great communication. United Restoration truly cares about providing the best quality service possible, their overall staff remains courteous, knowledgeable and friendly.

Their remediation teams are well trained, and are great at working independently. They continuously leave our facility in great shape (spotless) after any remediation is complete. United Restoration has demonstrated a high level of integrity, and comprehension with respect to providing emergency services to our university. They have truly been a game-changer. I would highly recommend United Restoration to provide services to any organization relying on these needs.

Respectfully,



Fred Wilson, Health & Safety Program Manager

Facilities Management
3301 College Avenue • Fort Lauderdale, Florida 33314-7796
(954) 262-8832 • Fax: (954) 262-3900 • Email: facilities@nsu.nova.edu

INSURANCE (COI)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2020

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).

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309		CONTACT NAME: Toni Willard PHONE (A/C No. Ext): (954) 776-2222 FAX (A/C No.): (954) 776-4446 E-MAIL ADDRESS: twillard@bbfflaud.com															
INSURED United Restoration of FL, LLC 2520 N. Powerline Rd #304 Pompano Beach FL 33069		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Century Surety Company</td> <td>36951</td> </tr> <tr> <td>INSURER B: Vantapro Specialty Insurance Company</td> <td>44768</td> </tr> <tr> <td>INSURER C: Star Insurance Company</td> <td>18023</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Century Surety Company	36951	INSURER B: Vantapro Specialty Insurance Company	44768	INSURER C: Star Insurance Company	18023	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 2020 to 2021 Term

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	ADDC SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Bailee's Coverage - \$250K Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CCP914223	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		5087070300	05/11/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		CCP914224	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> 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 N N/A	WC0870932	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability (\$2,500 DED) CPL-Mold Liability (\$2,500 DED)		CCP857142	09/01/2020	09/01/2021	per Occ/Each Claim \$1,000,000 Aggregate \$1,000,000 Claims Made-Retro Date 09/01/2016

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Ft. Lauderdale Procurement Sys Division 100 N. Andrews Ave. S#619 Ft. Lauderdale FL 33301	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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ACORD 25 (2016/03)

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QUALIFICATIONS/ CERTIFICATIONS

Qualifications and Certifications for Each Employee per the Scope of Services

Rafael Cohen

NAERMC Certified
IICRC Certified
OSHA Certified

Jordan M. Cohen

NAERMC Certified
United Restoration Disaster
Recovery Training Program Certified

Lisa Cohen

NAERMC Certified
United Restoration Disaster
Recovery Training Program Certified
Xactimate

Kimberlie Marcial

United Restoration Disaster
Recovery Training Program Certified
Xactimate

Leigh Montone

United Restoration Disaster
Recovery Training Program Certified
Xactimate

Richard Asencio

NAERMC Certified
IICRC Certified
OSHA Certified

Jayquan Feliciano

NAERMC Certified
United Restoration Disaster
Recovery Training Program Certified

Michael Range

NAERMC Certified
IICRC Certified
United Restoration Disaster
Recovery Training Program Certified

Stephanie Campos

NAERMC Certified
United Restoration Disaster
Recovery Training Program Certified

Patrick Bradshaw

United Restoration Disaster
Recovery Training Program Certified

Maze Mortimor

United Restoration Disaster
Recovery Training Program Certified

Steve Hooker

United Restoration Disaster
Recovery Training Program Certified

Fidel Perez

United Restoration Disaster
Recovery Training Program Certified

Shawn Concepcion

United Restoration Disaster
Recovery Training Program Certified

Dey Gutierrez

United Restoration Disaster
Recovery Training Program Certified

Jacob Wilson

United Restoration Disaster
Recovery Training Program Certified

United Restoration's Disaster Recovery Training Program incorporates ALL IICRC S500, S520, and S540 standards

Management / Principals / Key Personnel

Rafael Cohen | Chief Executive Officer • Principal



Education | Qualifications

- SBEP – Jim Moran Institute for Global Entrepreneurship; Florida State University College of Business
- 20+ years of experience
- IICRC Certified
- NAERMC Certified
- OSHA Certified 29 CFR 1910.1030
- State of Florida Licensed Mold Assessor and Remediator: MRSR362 and MRSA1940

As a former Officer of the Israeli Defense Forces, Rafael's approach to management and leadership has been influenced by years of experience commanding his brigade. Since founding United Restoration in 2006, Rafael has built one of Florida's preeminent disaster recovery and remediation firms by virtue of his unwavering commitment to providing clients with honest and reliable services. Today, Rafael's strengths in building successful teams and strategic planning for large losses shines through every facet of the organization's operations. Considered by many as an unconventional CEO, Rafael takes a hands-on approach to management and spends 75% of each work week out in the field with his employees ensuring that clients are consistently receiving a standard of service that is unmatched by any other company in the state.

Rafael has managed hundreds of large loss commercial and government disaster recovery and remediation projects for over two decades. He has diversified experience in all phases of disaster recovery and remediation, including storm and hurricane disaster restoration, water damage restoration, mold remediation, fire and smoke damage restoration, and biohazard remediation. He is a Florida licensed mold assessor and mold remediator, and holds industry certifications from organizations including the Institute of Inspection Cleaning and Restoration Certification, the National Association of Environmentally Responsible Mold Contractors, as well as the Occupational Safety and Health Administration.

Lisa Cohen | Chief Operating Officer • Principal

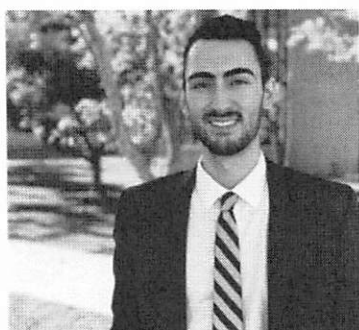


Education | Qualifications

- B.A. English Literature – University of Haifa
- SBEP – Jim Moran Institute for Global Entrepreneurship; Florida State University College of Business
- Malcolm Bridge Certified Manager of Quality and Organizational Excellence
- 20+ years of experience
- NAERMC Certified
- Proficient in Xactimate

As co-founder and Chief Operating Officer of United Restoration, Lisa is an accomplished executive with decades of experience in successfully designing and implementing United Restoration's business operations. Through her oversight and leadership of the organization's strategic planning and operational success initiatives, Lisa has played a key role in United Restoration becoming one of the leading disaster recovery and remediation firms in Florida. Today, Lisa oversees the organization's enterprise and government client accounts which include universities, state and local governments, and school districts throughout Florida.

Lisa's success is a result of her extensive knowledge of government purchasing and facilities management requirements and methods of operations. To that end, she is committed to ensuring the faithful performance of United Restoration's government contracts by providing clients with effective communication, ensuring FEMA compliant recordkeeping, triggering immediate response after a disaster, and facilitating proper business continuity priorities for each affected site.



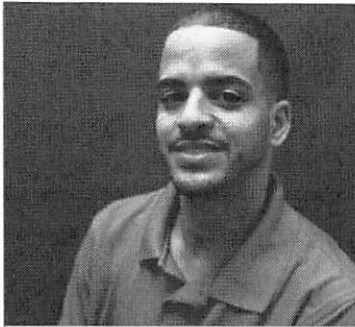
Education | Qualifications

- J.D – Emory Law '20
- B.A. Business – NYU '15
- Experience overseeing the firm's legal and regulatory compliance and obligations under a large portfolio of government contracts
- NAERMC Certified
- State of Florida Licensed Mold Assessor and Remediator: MRSR2801 and MRSA2606

Jordan M. Cohen, Esq. | EVP and General Counsel • Principal

As Executive Vice President and General Counsel, Jordan leads all of United Restoration's government contracting activities and strategic partnerships. In his role, he oversees the organization's compliance with federal, state, and local laws and regulations, and ensures satisfactory performance of contractual obligations within each of the organization's government contracts. With extensive knowledge of the federal laws, regulations, and executive orders associated with FEMA's disaster assistance for states, Jordan oversees compliance with the requirements under 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, relating to disaster recovery, reimbursement, and contractor obligations.

Jordan graduated from Emory University School of Law in May 2020, where he earned his Juris Doctorate—with Honors—and a Certificate in Transactional Law.



Education | Qualifications

- ANSI/IICRC S500
- ANSI/IICRC S520
- ANSI/IICRC S540
- IICRC WTR Certified
- IICRC TCST Certified
- NAERMC Certified
- OSHA Certified 29 CFR 1910.1030
- 10+ years of experience

Richard Asencio | Proposed Full-Time Manager / On-Site Supervisor for The City of Fort Lauderdale

Richard Asencio oversees the disaster recovery and remediation services for United Restoration's government clients throughout the State of Florida. As the Proposed Full-Time Manager for The City of Fort Lauderdale, and with over a decade of experience in the restoration industry, Richard's focus and expertise is on managing large loss disaster recovery efforts for counties and cities. Richard holds industry certifications from organizations including the Institute of Inspection Cleaning and Restoration Certification, the National Association of Environmentally Responsible Mold Contractors, as well as the Occupational Safety and Health Administration.

Richard is also the co-chair of United Restoration's in-house Disaster Recovery Training Program, and devotes substantial time and resources into training the organization's technicians on disaster recovery procedures specific to government clients and large loss projects. As the proposed Full-Time Manager for The City of Fort Lauderdale, Richard will be available to respond 24/7 and trigger the necessary response for each affected site.

An In-house Team of Highly Qualified Technicians


At all times, United Restoration maintains an in-house team of nearly two dozen employees that are highly trained to operate in governmental buildings and facilities similar to those of The City of Fort Lauderdale—**ALL IN ACCORDANCE WITH INSPECTION, CLEANING AND RESTORATION (IICRC) STANDARDS AND REQUIREMENTS**. Furthermore, all of United Restoration's employees have undergone background checks by a third-party, as well as the Florida Department of Law Enforcement—as is required by a number of our contracts with School Districts within the State of Florida. This rigorous vetting process protects the interests of our clients. United Restoration has successfully handled each and every large-loss disaster recovery effort that it has been assigned to in times of catastrophe and has been successful in handling disaster recovery efforts in multiple buildings over 750,000 square all at once. With service coverage throughout the state of Florida, and access to skilled temporary labor to supplement our workforce, United Restoration will provide The City of Fort Lauderdale with high-quality service in the minimum amount of time.

United Restoration's Licensure**2.17 Minimum Qualifications**


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

To be eligible for award of a contract in response to this solicitation, the Bidder must possess at time of bid submittal a State of Florida Certified General Contractor license or equivalent Broward County Contractor license, certificate of competency, **or other license that meets or exceeds those specified herein.**

At the time of bid submittal, United Restoration possesses all required licensure for the services to be provided under this contract, and United Restoration exceeds all minimum qualifications listed under Section 2.17.

 RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY




STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD REMEDIATOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

COHEN, RAFAEL
2520 N POWERLINE RD
SUITE 304
POMPANO BEACH FL 33069


LICENSE NUMBER: MRSR362
EXPIRATION DATE: JULY 31, 2020

Always verify licenses online at MyFloridaLicense.com




Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

 RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY




STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD ASSESSOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

COHEN, RAFAEL
2520 N POWERLINE RD
SUITE 304
POMPANO BEACH FL 33069

LICENSE NUMBER: MRSA1940
EXPIRATION DATE: JULY 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Registration

06-64-1954977

Biomedical Waste - Transporter

06-BID-4246797

Issued To: United Restoration Of FL, LLC
2520 N Powerline Road, Suite 304
Pompano Beach, FL 33069

County: **Broward**
Amount Paid: \$ 85.00
Date Paid: 07/18/2019
Issued Date: 10/01/2019

Permit Expires On: 09/30/2020

Mail To: United Restoration Of FL, LLC (Cohen, Rafael)
2520 N Powerline Road, Suite 304
Pompano Beach, FL 33069-33069

Issued By:
Department of Health in Broward County
780 SW 24 Street, Building OPS
Fort Lauderdale, FL 33315-33315

(954) 412-7335

Owner: United Restoration Of FL, LLC (Cohen, Rafael)

Transporter Number of Trucks: 1

Original Customer: United Restoration Of FL, LLC (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Registration

06-64-1954977

Biomedical Waste - Transporter

06-BID-4246797

Issued To: United Restoration Of FL, LLC
2520 N Powerline Road, Suite 304
Pompano Beach, FL 33069

County: **Broward**
Amount Paid: \$ 85.00
Date Paid: 07/18/2019
Issued Date: 10/01/2019

Permit Expires On: 09/30/2020

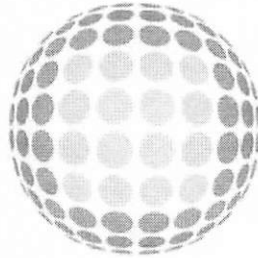
Mail To: United Restoration Of FL, LLC (Cohen, Rafael)
2520 N Powerline Road, Suite 304
Pompano Beach, FL 33069-33069

Issued By:
Department of Health in Broward County
780 SW 24 Street, Building OPS
Fort Lauderdale, FL 33315-33315

(954) 412-7335

Owner: United Restoration Of FL, LLC (Cohen, Rafael)

(Dept. of Health Permits have been renewed through 2021)

**IICRC**Institute of Inspection Cleaning
and Restoration Certification

Certified Firm

2021

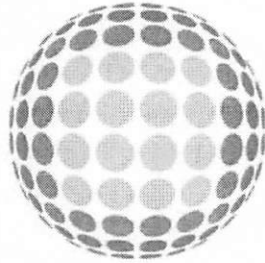
be it known that:

UNITED RESTORATION OF FL. LLC

is registered with the IICRC and has pledged to maintain an awareness of and knowledge about the IICRC's published standards relevant to the Certified Firm's operations; will seek and promote educational training for technicians to enhance proficiency; provide service that results in elevated levels of customer satisfaction; be prompt; conduct business with honesty, integrity and fairness; build consumer confidence in the industry; and, promote good relations with affiliate industries.

Kevin Pearson
Chairman of the Board of Directors

223375
Company #
12/31/2021
Valid Through

**IICRC**Institute of Inspection Cleaning
and Restoration Certification**RICHARD ASENCIO**

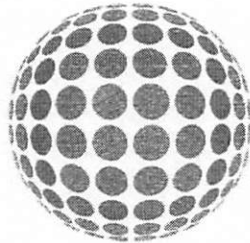
is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

**WATER DAMAGE RESTORATION
TRAUMA AND CRIME SCENE**

this registrant has pledged to perform services in these areas
with skill, honesty and integrity to provide the consumer
with the highest standard of care and expertise.

214777
REGISTER NUMBER

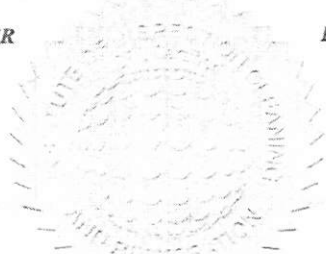
1/31/2022
EXPIRATION DATE

**IICRC**Institute of Inspection Cleaning
and Restoration Certification*be it known that:***MICHAEL RANGE**

Is a registrant in good standing with IICRC, and has qualified by service and examination
for Certification in the following areas:

WATER DAMAGE RESTORATION

and has pledged to perform services in these areas with skill, honesty,
and integrity in order to provide the consumer with the highest degree
of professionalism possible.

252824**REGISTER NUMBER****1/2019****EXPIRATION DATE**



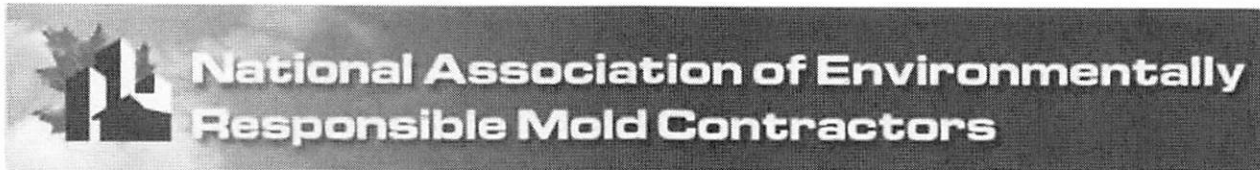
Date: 8/14/19

Student: Rafael Cohen

Credential: Certified Mold Remediation & Certified Water Damage Supervisor

A handwritten signature in black ink, which appears to read "Gary Rosen".

Signature: Gary Rosen, Pres.



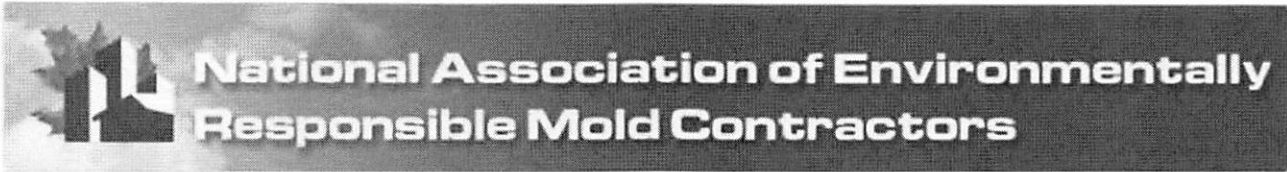
Date: 8/14/19

Student: Richard Asencio

Credential: Certified Mold Remediation & Certified Water Damage Supervisor

A handwritten signature in black ink, which appears to read "Gary Rosen".

Signature: Gary Rosen, Pres.



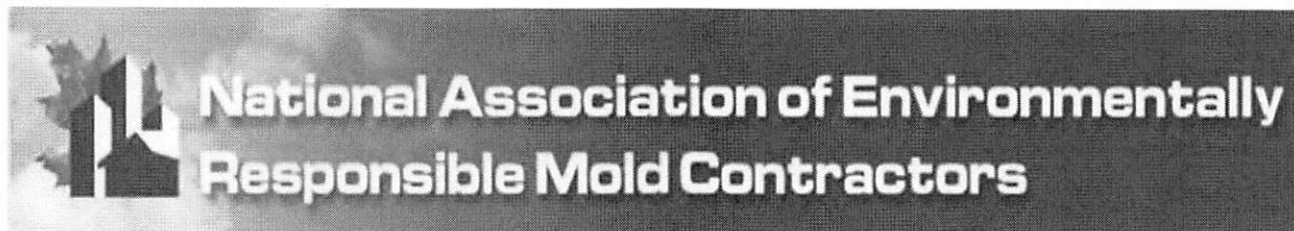
Date: 8/14/19

Student: Michael Range

Credential: Certified Mold Remediation & Certified Water Damage Supervisor

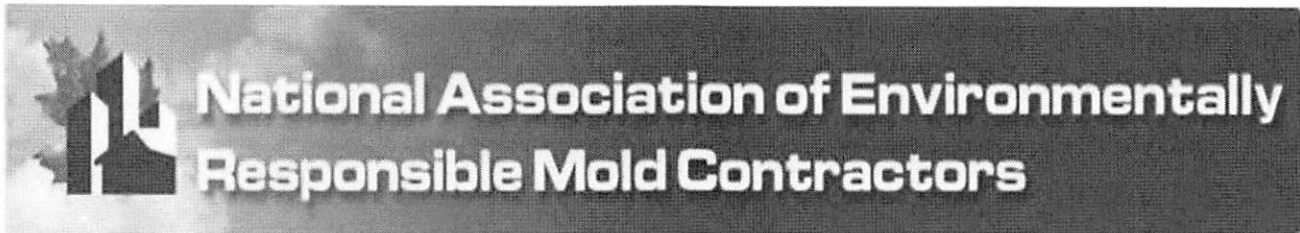
A handwritten signature in black ink, which appears to read "Gary Rosen".

Signature: Gary Rosen, Pres.



Date: 8/14/19
Student: Jayquan Feliciano
Credential: Certified Mold Remediation Technician

Signature: Gary Rosen, Pres.



Date: 8/14/19
Student: Stephanie Campos
Credential: Certified Mold Remediation Technician

Signature: Gary Rosen, Pres.



Date: 8/14/19
Student: Fidel Perez
Credential: Certified Mold Remediation Technician



Signature: Gary Rosen, Pres.

Labor Technicians**Jayquan Feliciano****NAERMC Certified****United Restoration Disaster Recovery Training Program Certified****Years Experience: 3 Years****Michael Range****NAERMC Certified****United Restoration Disaster Recovery Training Program Certified****Years Experience: 5 Years****Stephanie Campos****NAERMC Certified****United Restoration Disaster Recovery Training Program Certified****Years Experience: 3 Years****Patrick Bradshaw****United Restoration Disaster Recovery Training Program Certified****Years Experience: 4 Years****Maze Mortimor****United Restoration Disaster Recovery Training Program Certified****Years Experience: 4 Years****Fidel Perez****United Restoration Disaster Recovery Training Program Certified****Years Experience: 6 Years****Shawn Concepcion****United Restoration Disaster Recovery Training Program Certified****Years Experience: 2+ Years****Dey Gutierrez****United Restoration Disaster Recovery Training Program Certified****Years Experience: 4 Years**

United Restoration's Disaster Recovery Training Program incorporates ALL IICRC S500, S520, and S540 standards

The Firm

As Florida's leading Disaster Restoration and Biohazard Cleanup firm, state and local government agencies, universities, and healthcare facilities throughout Florida have trusted United Restoration as their partner in Disaster Recovery and Remediation based on our industry-leading expertise and experience serving the public sector. By having a partner like United Restoration, The City of Fort Lauderdale will have 24/7 access to an industry leader in FEMA-Compliant Disaster Restoration and Remediation ***at the best value and with one of the fastest on-site times in the industry.***

In addition to Disaster Restoration and Remediation, United Restoration is trusted by state and local government agencies to perform COVID-19 Disinfection. United Restoration is one of a select few companies in the state that is licensed with the Florida Department of Health—performing COVID-19 sanitization. United Restoration adheres to all OSHA regulations, is certified by the IICRC (Institute of Inspection Cleaning & Restoration Certification) and strictly follows the most state-of-the-art procedures when it comes to disease and virus disinfection. Coronavirus (COVID-19) is still novel, so our Biohazard Response Team continually consults with the Centers for Disease Control & Prevention (CDC) for up-to-date solutions. United Restoration only utilizes CDC approved and EPA registered disinfectants, and all of United Restoration's Biohazard Responders wear fully encapsulated PPE at all times.

With a focus on government, healthcare, and hospitality clients, United Restoration is one of the only companies in Florida that is uniquely prepared with the resources necessary, and a highly trained in-house Biohazard Response Team large enough, to service large-scale projects. Our past remediation project sizes range from 750,000 square foot office towers, to 25-story buildings, as well as hospitals and entire surgical centers that have required services to be performed quickly enough to return to normal business operations—all without compromising on the quality or effectiveness of service.

As a government contractor, all of United Restoration's Technicians have passed Federal and State Background Checks with the Florida Department of Law Enforcement.

Furthermore, United Restoration is one of the only companies in the state running a non-franchised—solely company owned—operation, which allows for consistent quality and accountability that is unmatched by any other disaster restoration and biohazard cleanup firm in the state. Through our single-source model, we provide full management of projects from assessment and remediation, while providing transparency of costs, and on-site response times of less than 4 hours throughout The City of Fort Lauderdale. Because of our strategic partnerships, we have the ability to secure critical resources in times of catastrophe.

Through our technology systems, United Restoration provides an unmatched level of quality recordkeeping and communication between the field supervisors, technicians, corporate office and account managers, as well as the end client.

United Restoration's statewide coverage allows the organization to provide its services to state agencies, universities, healthcare facilities, local law enforcement agencies, school districts, counties, and cities throughout the State of Florida. United Restoration's staff is ready to respond throughout all hours of the day and night, all year round. This includes responding to indoor air quality and mold remediation projects, as well as hurricane, flood, and fire/smoke damage requests. United Restoration understands

that The City of Fort Lauderdale will often require non-emergency services to be completed late in the afternoon, and on weekends. As most of our clients require flexible scheduling, we are prepared to meet each Agency's scheduling needs, and liaise between the facility managers, maintenance personnel and supply chain staff. Given our wide geographic coverage area, we respond to emergencies immediately and we always have an after-hours response team standing by. **The City of Fort Lauderdale will never be forwarded to voicemail, as all of our after-hours calls are immediately patched to our emergency response team -- with The City of Fort Lauderdale receiving top-priority.**

As an IICRC Certified Firm, all of United Restoration's team members are subject to the highest industry standards of training; United Restoration will endeavor to only subcontract water damage and fire restoration work only when absolutely necessary because we believe that the only way to guarantee compliance with local, state and federal regulations, as well as industry standards, is to have complete control over the training and accountability of every person that walks onto a jobsite.

As Florida's trusted family-owned disaster recovery company, United Restoration is committed to providing The City of Fort Lauderdale with honest, transparent, immediate, and effective services—with due consideration for value and fair pricing.

Services Provided by United Restoration

24-hour Emergency Services

Air Duct Cleaning
 Anti-Microbial Product Application
 Asbestos Abatement
 Biohazard Cleanup
 Carpet Cleaning
 Catastrophe Management
 Clean Up and Decontamination from Terror Events
 Cleaning and Decontamination of HVAC System
 Content Cleaning, Manipulation and Inventory
 COVID-19 Cleanup and Disinfection
 Daily Monitoring and Recording of Moisture Levels
 Debris Management and Removal (Interior and Exterior)
 Dehumidification
 Deodorization, Odor Control
 Desiccant/Refrigerant Drying
 Emergency Power
 Expert Consulting

FEMA-compliant Documentation

Fire, Smoke and Soot Restoration
 HVAC Decontamination, and Cleaning
 Large Scale Water, Flood and Sewage Mitigation
 Microbial Remediation
 Mold/Microbial Remediation
 Project Management
 Rapid Response and Mobilization
 Removal and Disposal of Wet Materials
 Structure Cleaning
 Textiles Mitigation / Cleaning
 Tile and Grout Cleaning / Sealing
 Transportation and Disposal of Hazardous Materials
 Transportation and Storage
 Trauma Cleanup
 Water Damage Restoration
 Water Extraction and Moisture Control
 Wet Document Recovery (Freeze Drying Services)

**Recent Relevant Past Public Projects Completed Satisfactorily by United Restoration for Broward County
That Are the Same or Similar to the Magnitude for this Bid:**

PROJECT NAME: BCIMPERIAL POINT LIBRARY EMS

PROJECT NAME: BCPUBLIC SAFETY- HR TESTING
CENTER

PROJECT NAME: BC2995 BUILDING

PROJECT NAME: BCAVIATION FT. LAUDERDALE INTL
AIRPORT

PROJECT NAME: BCBROWARD CENTRAL BUS
TERMINAL

PROJECT NAME: BCBSO ARCHIVE CENTER

PROJECT NAME: BCBSO CENTRAL SUPPLY

PROJECT NAME: BCCOURT HOUSE

PROJECT NAME: BCDAVIE/COOPER CITY LIBRARY

PROJECT NAME: BCEDGAR MILLS CENTER

PROJECT NAME: BCEPD LAB

PROJECT NAME: BCEPD LAB

PROJECT NAME: BCGOV CENTER WEST

PROJECT NAME: BCGOV CENTER WEST

PROJECT NAME: BCGOVERNMENT CNTR WEST CAFE

PROJECT NAME: BCGOVT CENTER EAST

PROJECT NAME: BCGOVT CENTER EAST EMS

PROJECT NAME: BCGOVT CENTER WEST

PROJECT NAME: BCGOVT CENTER WEST

PROJECT NAME: BCGOVT CENTER WEST EMS

PROJECT NAME: BCGOVT CNTR EAST FLOORING & M/R
RM 111

PROJECT NAME: BCGOVT CTR. WEST BLDG. A

PROJECT NAME: BCHIGHWAY & BRIDGE
MAINTENANCE DIVISION

PROJECT NAME: BCHUMAN SERVICES ELDERLY AND
VET SERVICES

PROJECT NAME: BCIMPERIAL POINT LIBRARY CARPET
TILES

PROJECT NAME: BCJC NORTH BLDG EMS

PROJECT NAME: BCJC NORTH BUILDING

PROJECT NAME: BCJC NORTH BUILDING

PROJECT NAME: BCJC WEST TOWER EMS

PROJECT NAME: BCMAIN LIBRARY

PROJECT NAME: BCMAIN LIBRARY 6th FLOOR EMS

PROJECT NAME: BCMAIN LIBRARY 8TH FLOOR EMS

PROJECT NAME: BCMAIN LIBRARY EMS

PROJECT NAME: BCMAIN LIBRARY PLAZA

PROJECT NAME: BCMARKHAM PARK & PISTOL RANGE

PROJECT NAME: BCMEDICAL EXAMINER

PROJECT NAME: BCMEDICAL EXAMINER

PROJECT NAME: BCMEDICAL EXAMINER A/C REG

PROJECT NAME: BCMIRAMAR LIBRARY

PROJECT NAME: BCNANCY J. COTTERMAN CENTER

PROJECT NAME: BCNORTH HOMELESS ASST CENTER

PROJECT NAME: BCNORTH REGIONAL COURT HOUSE

PROJECT NAME: BCNORTH REGIONAL COURTHOUSE	PROJECT NAME: BCSOUTH REG HEALTH CTR RISK MANAGEMENT
PROJECT NAME: BCNORTH TRANSIT	PROJECT NAME: BCSOUTH REGIONAL COURTHOUSE
PROJECT NAME: BCOFFICE OF JUSTICE SERVICES	PROJECT NAME: BCSOUTH REGIONAL COURTHOUSE RM #185
PROJECT NAME: BCPORT EVERGLADES	PROJECT NAME: BCSOUTH REGIONAL HEALTH CENTER
PROJECT NAME: BCPORT EVERGLADES 7TH FLOOR	PROJECT NAME: BCSOUTH REGIONAL HEALTH CENTER
PROJECT NAME: BCPORT EVERGLADES STE 10	PROJECT NAME: BCSOUTH REGIONAL HEALTH CENTER
PROJECT NAME: BCPUBLIC SAFETY - FIRE RESCUE CLASSROOM	PROJECT NAME: BCSOUTH REGIONAL HEALTH CENTER
PROJECT NAME: BCPUBLIC SAFETY BLDG	PROJECT NAME: BCSOUTH REGIONAL HEALTH CENTER
PROJECT NAME: BCPUBLIC SAFETY BLDG	PROJECT NAME: BCSOUTH REGIONAL HEALTH CENTER BATHROOM
PROJECT NAME: BCPUBLIC SAFETY BLDG. 3RD FLOOR	PROJECT NAME: BCSW REGIONAL LANDFILL-FLEET
PROJECT NAME: BCPUBLIC SAFETY BUILDING 5TH FLOOR	PROJECT NAME: BCSW REGIONAL LANDFILL-RECYCLING SERVICES
PROJECT NAME: BCSOUTH ANIMAL CARE CENTER	PROJECT NAME: BCTREE TOPS PARK
PROJECT NAME: BCSOUTH ANIMAL CONTROL	PROJECT NAME: BCTREE TOPS PARK MAINTENANCE BLDG
PROJECT NAME: BCSOUTH DISTRICT MAINTENANCE	PROJECT NAME: BCWEST REGIONAL COURTHOUSE

All of the projects above were performed by United Restoration's in-house Technicians. None of this work was subcontracted. **United Restoration's core competency is in providing local governments with FEMA-Compliant Disaster Recovery and Remediation services.**

United Restoration has performed hundreds, if not thousands, of Disaster Recovery and Remediation projects for state and local government throughout the State of Florida.

Documentation, Recordkeeping, and FEMA Reimbursements

United Restoration is highly knowledgeable of FEMA and State of FL disaster reimbursement policies including the Robert T. Stafford Act, 44 CFR, FEMA Guides 321, 322, 323, and 324, and the applicable FEMA 9500 series policies.

United Restoration currently holds a number of FEMA Compliant Disaster Restoration contracts with local governments throughout Florida, including with the Broward County Board of County Commissioners and Flagler County Board of County Commissioners. As a condition to being awarded these contracts, United Restoration was required to be knowledgeable with the reimbursement policies for the Federal Emergency Management Agency (FEMA), along with the FEMA Contract Clauses.

United Restoration understands the importance of providing FEMA Compliant documentation and records in order for The City of Fort Lauderdale to obtain FEMA reimbursement on disaster recovery services provided under this contract. Notably, United Restoration understands that pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) § 406, FEMA may fund the cost of repairing, restoring, reconstructing, or replacing an eligible facility on the basis of the design, function, and capacity of the facility as it existed immediately prior to the major disaster. Furthermore, United Restoration understands the burden on the City requiring submittal of documents supporting The City of Fort Lauderdale's applications to substantiate its request for costs with accompanying invoices included in the administrative record, and compliance with specific regulatory standards.

The City of Fort Lauderdale can rest assured that United Restoration provides detailed Statements of Work (SOWs) associated with each project, and the associated costs. This includes information relating to specific site locations and dates for where and when the work was performed, the corresponding costs associated with each time of work, and documentation demonstrating the work was required as a direct result of the disaster.

Satisfying FEMA's Procurement Guidance, United Restoration is a responsible contractor possessing the ability to perform successfully under the terms and conditions of this contract by virtue of United Restoration's high integrity, compliance with public policy, strong record of positive past performance, and financial and technical resources.

MWBE/SBE

United Restoration is a certified Minority Business Entity and Small Business Entity—holding a number of MBE and SBE certifications with entities including the School District of Palm Beach County, Broward Health, Broward County Board of County Commissioners, and the School Board of Broward.

Furthermore, United Restoration is committed to fostering small business participation in order to assist The City of Fort Lauderdale meet affirmative steps for inclusion of MWBE/HUB/SBE firms by developing and promoting company-wide initiatives towards awarding subcontracts to other small and disadvantaged businesses. This includes small, veteran-owned, service-disabled, veteran-owned small, HUBZone small, small disadvantaged and women-owned small businesses. In order to achieve our goal, United Restoration engages businesses certified through regional and local certification agencies. Our MWBE/SBE participation process for subcontractors also includes breaking out contract work requirements into economically feasible units, as appropriate, to facilitate small business participation, conducting market research to identify small business subcontractors and suppliers through all reasonable means, providing interested small businesses with adequate and timely information about the plans, specifications, and requirements for performance of the prime contract, negotiating in good faith with interested small businesses, directing small businesses that need additional assistance to the Small Business Administration, utilizing the available services of small business associations, and making a good-faith effort to achieve the dollar and percentage goals in the subcontracting plan.

United Restoration's steps taken to determine the best utilization plan for a project include pre-qualifying subcontractors, meeting with trades to understand breadth and depth of local market capabilities, and focusing local and minority participation in areas where there is sufficient capacity and highest probability of success.

United Restoration's MWBE/HUB/SBE Designations

1. Broward County Small Business Enterprise (SBE)
2. School Board of Broward County Small/Minority Business Enterprise (S/MBE)
3. School District of Palm Beach County M/WBE Business Enterprise (M/WBE)
4. Broward Health (CDV)
5. SBA Small Business Concern [NAICS 562910 Remediation Services]





THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 West Oakland Park Boulevard • Sunrise, Florida 33351 • Office: 754-321-0505 • Fax: 754-321-0936

Procurement & Warehousing Services
 Mary Catherine Coker, Director
 www.browardschools.com

The School Board of
 Broward County, Florida

Nora Rupert, Chair
 Heather P. Brinkworth, Vice Chair

Robin Bartleman
 Abby M. Freedman
 Patricia Good
 Donna P. Korn
 Laurie Rich Levinson
 Ann Murray
 Dr. Rosalind Osgood

Robert W. Runcie
 Superintendent of Schools

August 6, 2018

United Restoration of FL, LLC dba United Restoration
 Mr. Jordon Cohen
 2520 N Powerline Rd Ste 304
 Pompano Beach, FL 33069

Dear Mr. Cohen:

Broward County Public Schools (BCPS) Procurements & Warehousing Services Department is pleased to announce that your application for certification as a **Small/Minority Business Enterprise (S/MBE)** firm has been approved. The certification is valid for a two-year period and is subject to review in order to verify continued eligibility. Your Certification information is as follows:

Certificate Number: 3330-01154 18

Certification Period: Aug 6, 2018 until August 5, 2020

Certification Status: Hispanic-American

Service: Water Damage Restoration, Fire & Smoke Damage Restoration
 Bio Hazard Sanitization, Indoor Air Quality and Mold Remediation

To view your firm's listing online, go to www.browardschools.com/sdop. BCPS needs S/MBE firms that are ready, willing and able to provide goods and services, and we encourage you to become an active bidder.

Should any change occur which may adversely affect the certification status of your company, please notify the Supplier Diversity Outreach Program Office within fifteen (15) calendar days. Failure to do so may result in decertification of your firm.

You will be notified 60 days in advance of your certification expiration date and your obligation to submit a complete Re-Certification Application. However, please know that it is your responsibility to assure continued certification with BSCP. Should you continue to be interested in certification after your Certificate has expired, you will be required to submit a Certification Application and all required supporting documentation for review.

Should you have any questions regarding your certification status with the SBBC, please feel free to contact AnneMarie Richards, Coordinator or me at (754) 321-0505.

Sincerely,

Mary C. Coker, Director
 Procurement & Warehousing Services

Enclosure

Educating Today's Students to Succeed in Tomorrow's World
 Broward County Public Schools is an Equal Opportunity/Equal Access Employer





Broward Health Medical Center
Broward Health North
Broward Health Imperial Point
Broward Health Coral Springs
Broward Health Weston
Broward Health Community Health Services
Broward Health Physician Group
Broward Health Foundation

Wednesday, April 29, 2020

United Restoration of FL, LLC
Jordan Cohen
2520 N. Powerline Rd.
Pompano Beach, FL 33069
jordan@uroffl.com

Dear Jordan Cohen:

Congratulations!

The Office of Supplier Diversity (OSD) has determined United Restoration of FL, LLC is eligible to participate in Broward Health's (BH) Supplier Diversity Program, as a Certified Diverse Vendor (CDV).

In accordance with BH's Supplier Diversity (SD) Program policy, OSD has received and validated your firm's **"Small Business - SBE"** certification documentation from **"Broward County - Small Business Division"**, an approved BH Certification Partner. Your firm's Broward Health CDV status is valid thru **04/20/2021**. Should there be any changes to your firm's size, ownership, managerial, and/or operational control that affects the status of your firm's **"Small Business - SBE"** Certification, please notify the Certification Partner, **"Broward County - Small Business Division"**, immediately. Also, you will need to update your firm's Broward Health CDV status in VRS, accordingly.

Broward Health's Vendor Registration System (VRS) is a "vendor managed" system and all registered vendors are required to maintain current company information (i.e. CDV Status information, W-9, Contact Information, Products/Services, etc.). Also, VRS is an active bid notification portal for formal (over \$50K) and informal (under \$50K) bids/quotes. And, a retrieval/submittal portal for informal bids/quotes.

Your firm will receive various email communication from BH, therefore we recommend adding the following BH email addresses to your firm's email contact list, to be recognized as trusted contacts:

vrsbidding@browardhealth.org
vendorrelations@browardhealth.org
supplierdiversity@browardhealth.org

Also, you are encouraged to visit our website:

www.browardhealth.org/diversity - more information about our SD Program
<https://vendor.browardhealth.org> - to access, review, and update your firm's VRS account
<https://vendor.browardhealth.org> - view current procurement opportunities

Thank you for your interest and participation in Broward Health's Supplier Diversity Program. We can be reached via phone @ 954-473-7289 or email: supplierdiversity@browardhealth.org.

Sincerely,

LaRae P. Floyd, Manager
Office of Supplier Diversity

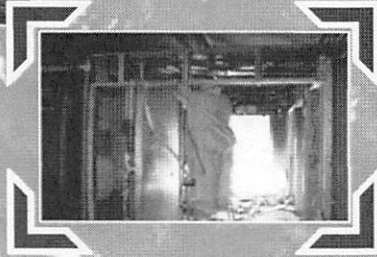
Environmental Sustainability Statement

United Restoration believes that the well-being of society is inextricably connected to the health of the environment. As such, United Restoration understands the importance of operating in an environmentally sustainable way. As a small business with deep roots in South Florida, and a management team that holds great respect for the delicate nature of the community's ecosystem, United Restoration always takes into account its obligation to the environment when considering restoration methods and materials to employ on every project. This includes determining the most environmentally-friendly and lowest-impact methods available.

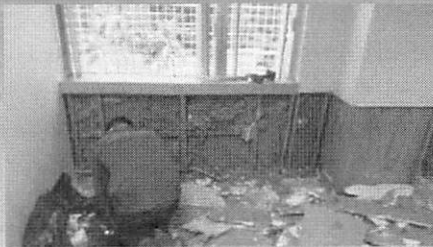
United Restoration embraces its responsibility for environmental stewardship, and is committed to integrating sustainable, environmentally-conscious practices and principles into the core of our operations. Our team is trained to use plant-based microbial agents when performing mold remediation. Additionally, by developing an in-house innovative approach to our response of water damage emergencies, we often prevent the need of demolition building materials that lead to landfill waste. Our equipment is maintained to ensure high efficiency and reduced energy consumption, and when possible, we use eco-friendly products that are recyclable.

Naturally, by minimizing secondary damage to building materials and employing state-of-the-art restoration techniques and equipment, United Restoration not only reduces its impact on the environment, but also reduces a client's overall restoration-related expenditure.





United Restoration performing HEPA vacuuming on mold affected drywall in a local government building after Hurricane Irma.



United Restoration removing water damaged drywall in a local government building after Hurricane Irma.



United Restoration maintaining a clean workspace after executing an emergency dry-out and removing water damaged drywall.

Dispatching United Restoration's Emergency Response Team

1. In the event of a loss, The City of Fort Lauderdale should contact **United Restoration's Emergency Response Line: 24/7/365 Response – (844)-979-8500**

There will always be a live person ready to take The City of Fort Lauderdale's call, **and the call will be immediately connected with the designated on-call Emergency Response Supervisor.**

2. Basic information will be asked to determine the nature of the request, what type of response is required, how many crews are needed, and what type of emergency equipment and vehicle/s to dispatch.
3. United Restoration will immediately dispatch the team and assign a Field Supervisor (based on live-GPS coordinates; whoever is closest to the affected site will be directed to respond).
4. The Account Manager will create a project name in the company's cloud, which will allow the office and field technicians to relay information, documents, photographs and any other messages between one another in real-time, and share such information with the City. All United Restoration employees have access to our secure Mobile App which allows continuous and real-time FEMA-compliant documentation and updates.
5. Once the Field Supervisor and Technicians arrive, the Field Supervisor will assess and determine the protocol for mitigating and remediating the situation, assess any immediate safety concerns that need to be addressed, obtain work authorization from the on-site City personnel, and begin initial cleanup.
6. During this time, the team will document the project with photographs, notes, and any other necessary tools which will then be uploaded to United Restoration's mobile app; the Account Manager will have access to this information immediately and can relay it to the appropriate City personnel.
7. Once the initial cleanup is complete, United Restoration will communicate with the City's personnel regarding the next steps, place safety warnings wherever necessary, and maintain contact with the appropriate official to restore the affected areas as per IICRC standards. The Field Supervisor will visit the job site daily to record indoor air quality levels and ensure that the machines are running properly and effectively remediating the affected areas.
8. Once cleanup is complete, the Account Manager will contact the City to ensure that all the expectations have been met, appropriate sampling/testing will be conducted, and an invoice will be sent to the City.

United Restoration's staff and equipment are available 24/7/365 to respond to the City's needs. United Restoration's Emergency Response Team, standing by 24/7, is prepared for dispatch with a minimum of 10 crews (often on rotation) on call each night.

Supervisors and Account Managers are on call 24/7, prepared to meet all of The City of Fort Lauderdale's needs.

Because The City of Fort Lauderdale will be considered a **Priority Response Client**, United Restoration guarantees dedicated vehicles specific to The City of Fort Lauderdale, with state-of-the-art emergency restoration equipment ready to be dispatched to any campus on a moment's notice.

Detailed Description of United Restoration's Process

(1) Stabilize and dry the air with fresh air to prevent the growth of mold and mildew:

United Restoration's primary focus on all projects is balancing business continuity while ensuring the safety of staff and students. With this in mind, United Restoration approaches each large-scale water, flood and sewage mitigation project through the lens of psychrometric science—employing industry leading technology and drying techniques to dry all surfaces without having to remove them. This approach results in a high cost savings to our clients since the building materials that need to be replaced afterwards will be minimal.

United Restoration's air movers circulate the air, low-grain refrigerant dehumidifiers draw in cool, wet air and exert warm, dry air, and HEPA air scrubbers clean the air. This process results in the preservation of drywall, wood, carpet, and other building materials. Through immediate water extraction, structural drying, and moisture monitoring and control, paired with some of the most experienced technicians in the state, United Restoration's process effectively prevents the growth of mold and mildew.

(2) Take immediate action to remove all traces of standing water:

As an IICRC Certified Firm, United Restoration has a strict set of standards for water mitigation, flood damage repair, and sewage cleanup. United Restoration's process includes:

- Assessing all safety hazards, including electrical cords or devices that may be standing in water;
- Locating the water shutoff to eliminate the flow of water—if the water came from a pipe;
- Blocking further expansion of the water flow;
- Removing all wet materials for drying or disposal (based on the category of water—see below);

There are three main categories of water damage that result from a wide range of water damage causes:

- Category 1 Water Damage — water originating from a potable or sanitary source and is fit for human consumption;
- Category 2 Water Damage — water containing a significant contamination with the potential to cause illness if humans come in contact with it; and
- Category 3 Water Damage — “grossly contaminated” water that contains harmful pathogenic and toxigenic agents.

Once United Restoration has determined the category of water damage, United Restoration will then determine the water damage class:

- Class 1 — minimal amount of water has flowed onto materials that are predominantly low porosity, requiring limited mitigation and minimal dehumidification;
- Class 2 — significant amount of water discharged and exposed materials are medium to high porosity. There is a greater absorption of water into materials and the water damage process is lengthened by the volume of water that needs to be removed and a lengthened drying time;
- Class 3 — large amount of water absorbed by highly porous materials, resulting in the highest rate of evaporation necessary to affect the water damage restoration process; and
- Class 4 — water intrudes and is trapped by building materials and assemblies, creating a difficult restoration process and needing longer drying time.

Once United Restoration has determined the categories and classification of the water damage, and has determined the underlying cause of the water damage to ensure that there won't be a reoccurrence, United Restoration will begin by extracting standing water through the use of an extraction unit. Once all standing water has been extracted, United Restoration will set up air movers to aid in the circulation of air inside the area, and low grain refrigerant dehumidifiers to dry the area by removing moisture from the air. Additionally, United Restoration will employ air scrubbers to restore cleanliness and sanitation by removing musty odors and other particles from the air.

(3) Evaluate the feasibility of restoring versus replacement of items:

Depending on the class and category of water damage, United Restoration will make best efforts to restore and preserve the existing building materials and items. If items have been exposed to category 1 or 2 water, then United Restoration will restore them so long as the materials can withstand cleaning and sanitizing methods. Items and building materials that have been damaged by category 3 water must be replaced due to health hazards of contamination. Additionally, if cabinets, subfloor or other building materials have experienced swelling wood and have begun warping beyond repair, their will need to be replaced.

Ultimately, United Restoration's approach is arguably the most conservative in the industry—our motto? *Restore as much as possible and dispose of as little as possible.*

(4) Identify and tag all items that will be restored:

Contents generally are defined as items and fixtures that are not included in the building plans of a structure. This includes appliances, electronics, furniture, and many other items. In many cases, damaged items require storage until an evaluation is made and confirmation of the need for repair or replacement is determined. United Restoration will perform a visual inspection and documentation, to determine the extent of the damage. The restorable water-damaged contents are cleaned by various methods and dried to appropriate moisture level or moisture content.

(5) Proved documentation of damaged/lost items:

The packout is the initial inventory and packaging of contents. Our contents restoration team uses a powerful software which allows for capturing detailed descriptions and photos and assigning a unique QR label to track the contents throughout the process. Inventory will be performed prior to removal of contents from the building and a chain of custody will be maintained. The inventory method includes visual documentation, written descriptions, moisture readings, damages, and restorability. All inventory documentation will be retained with the job records.

(6) Pack, transport, and store salvageable items:

Contents will be packed, transported, and stored using appropriate measures to minimize breakage, damage, loss, or contamination. Wet restorable contents will be dried prior to being packed and stored, and contents will not be returned to the affected area until restoration of the areas has been achieved. Ultimately, in each loss, once a determination has been made to restore an item, the decision whether to dry or clean the item first will depend on the category. If the water is category 2 or 3, and the client expresses a desire to restore the item, then the item will be cleaned first and then dried.

(7) Provide dry down methods to prevent and /or eliminate excess water:

To stop potential damage, United Restoration will physically remove excess water from surfaces. Additional moisture will be removed through the use of dehumidification, controlling temperature control, and by directing airflow across the affected items. The affected contents will be dried in the area of the moisture intrusion in conjunction with drying the affected structure. This helps minimize cost and inconvenience for the Agency. However, if the amount and type of damage to the structure prevents drying contents in the area of the moisture intrusion, or if contents require special handling, specialized drying chambers can be created to process the contents outside the affected area. These specialized drying chambers can be as simple as another room separated by containment where the humidity, airflow, and temperature can be used in a controlled manner to dry contents, and as complex as sublimation (vacuum freeze drying) chambers used for books, documents, and electronic media.

(8) Take immediate odor-control steps:

Microbial volatile organic compounds (MVOCs) are gas-phase metabolites—the presence of which is often indicative of active microbial growth and moisture problems. United Restoration's approach to immediate odor-control includes removing moisture through the use of a dehumidifier, removal of mold affected building materials, application of antimicrobial agents to kill and inhibit the growth of microbes, and use of HEPA air scrubbers to sanitize the air.

(9) Clean, Dry, and deodorize all items and surfaces:

United Restoration's cleaning process starts with soil and contaminant removal. If heavy odors exist, multiple cleanings and deodorizing attempts will be performed. This process entails application of antimicrobial biocide agents in order to control the growth of microorganisms and reduce potential risks associated with some of their metabolic by-products. Many antimicrobials are deactivated by organic matter in water or on surfaces. Therefore, pre-cleaning will be performed.

(10) Remove all acidic smoke and soot from all surfaces:

After a fire and/or smoke damage incident, United Restoration will first remove all burned debris to reduce odors. Next, dehumidifiers will be set up in order to control moisture in the air (relative humidity), especially where water was used to extinguish the fire. All metallic finishes will be wiped to prevent rust and staining, and plastic surfaces such as PVC windows and white painted surfaces will be cleaned with a mild alkali detergent to remove possible acidic soot which may activate with moisture in the air and cause permanent staining. Triage assessments to clean or remove all contents will be undertaken as quickly as possible. Where surface staining cannot be removed, United Restoration will apply specialized paint to obliterate the stain and anti-bleed characteristics. With respect to heavy resident, depending on the surface, United Restoration will employ more rigorous cleaning methods that include low-pressure sandblasting, sodium bicarbonate blasting, dry ice blasting, power washing with steam, or chemical application and agitation.

United Restoration employs different restoration methods and measures depending on the type of fire damage that occurred. Generally, high-oxygen, blazing fires will produce dry dusty soot on which dry sponges are effective in removing initial deposits followed with a detergent solution. Conversely, slow burning, low-oxygen smoldering fires will result in greasy, wet deposits that will easily smear. The HEPA (High Efficiency Particulate Air) vacuum is an essential tool. HEPA filters capture 99.97% of fine particles down to 0.3µm that household vacuums exhaust back into the air. In order to remove combustion particles to the fullest degree possible, repeated slow HEPA vacuuming may be required. High-velocity blowers may supplant vacuuming on sensitive exterior surfaces.

(11) Complete water and/or fire damage restoration:

Turnkey Methodology and Technical Approach includes:

- Pre-event measures, including sandbagging to protect public health and safety and property against potential damage prior to a hurricane.
- Posting warnings of risks and hazards as necessary to protect the public, students and Agency personnel from work areas.
- Providing emergency repair and protection of building contents (pack-out).
- Provide environmental remediation as needed for biohazard sanitization needs with OSHA certified workers.

- Removal of health and safety threats in the indoor air through the use of air scrubbers and containment barriers.
- Mold remediation, where necessary, in the immediate aftermath of an event.
- Under the general oversight of the Agency, United Restoration will supervise and direct all work, workers, and equipment. United Restoration is capable and prepared to be responsible for the means, methods, techniques, sequences, safety programs, and procedures utilized for all work performed.
- United Restoration will employ and maintain on the work site at all times a qualified Supervisor(s) who shall have full authority to act on behalf of United Restoration, and all communications given to the supervisor in writing by the Agency's Authorized Representative shall be as binding as if given to United Restoration.
- United Restoration will provide an immediate response team that will be available to stage on site before, during, or after an emergency or disaster, if requested.

In responding to an emergency, United Restoration's primary goal is to reduce the cost of the overall project and minimize operational disruptions to the Agency by mitigating damage to the fullest extent possible.

United Restoration understands the needs of The City of Fort Lauderdale when it comes to the importance of continuing operations, and public safety. As such, continuity of operations is always at the forefront of consideration when responding to any emergency, and The City of Fort Lauderdale will always receive **priority response** to expedite any project and reduce disruption to operations.

(12) Ability to Respond if Multiple Buildings are Affected by a Large-Scale State-wide Event:

UNITED RESTORATION HAS THE CAPACITY AND RESOURCES TO RESPOND IF THE STATE IS AFFECTED BY A LARGE-SCALE STATE-WIDE EVENT

United Restoration's internal processes and technology infrastructure allows us to stage crews throughout the entire State of Florida in anticipation of a large-scale state-wide event. To that end, **United Restoration's large internal team of full-time employees will be assigned to teams and zones throughout the State**, and each team—in coordination with our 24/7 dispatch center located in our Pompano Beach headquarters with Hurricane Proof IT and communication systems—will be responsible for ensuring the rapid response for all of our local government clients throughout the State of Florida. United Restoration's proprietary processes have been tested time and time again, and has proven successful over the course of dozens of state-wide natural disasters.

Case Study: After Hurricane Irma devastated many parts of Florida, leaving the state without electricity, United Restoration was called upon to respond to well over a dozen affected sites all at once. Because of our Hurricane Proof IT and Communications Systems, Facility Managers were able to reach our Dispatch Center **within seconds**. Furthermore, because of our pre-disaster staging processes, our crews were prepared to respond—and did so—arriving to all affected locations in a matter of hours following the storm's devastation. Because every member of our team has access to our Mobile

App that is connected to the Cloud, there were no issues with record-keeping and documentation of the damage—even during such a high-pressure situation.

In responding to an emergency, United Restoration's primary goal is to reduce the cost of the overall project and minimize operational disruptions to the City by mitigating damage to the fullest extent possible.

United Restoration understands the needs of the Consortium when it comes to the importance of continuing operations, and public safety. As such, continuity of operations is always at the forefront of consideration when responding to any emergency, and The City of Fort Lauderdale will always receive priority response to expedite any project and reduce disruption to operations.

United Restoration is highly knowledgeable of FEMA and State of FL disaster reimbursement policies including the Robert T. Stafford Act, 44 CFR, FEMA Guides 321, 322, 323, and 324, and the applicable FEMA 9500 series policies.

Emergency Services

- Assessing any safety hazards and mitigating those risks
- Implementation of humidity controls
- Water Extraction and Structural Drying & Dehumidification
- Smoke ventilation with HEPA vacuum and air scrubbers
- Isolating damaged areas with containment
- Setting up air movers to quickly and efficiently dry-out affected areas

Reporting

- United Restoration will provide reporting on labor, equipment and progress to the identified Agency personnel.
- Project updates include overview of the project, overview of each day's work, work logs, equipment logs, psychrometric readings of water damage, moisture mapping, moisture content reading, photographs, and any other reports requested. Our Mobile App allows us to provide consistent, and immediate, reports and documentation to the Agency.

Security

- United Restoration's facility is secured with security cameras, each employee has a designated entry code to access the facility, and employees are monitored by GPS while working.
- United Restoration's facility is climate-controlled
- **United Restoration's telecommunications infrastructure is hurricane proof**

- All of United Restoration's employees are uniformed and arrive in marked company vehicles; employees will always have photo ID on their person.
- Every employee of United Restoration, from initial interview, is subject to background checks, proof of identity, proof of eligibility to work in the U.S, and must follow United Restoration's Drug and Alcohol Policy, which calls for pre-employment, random, reasonable suspicion, and periodic unannounced drug/alcohol tests.

Firm-wide Skills

- IICRC Certified/Training: Water Damage Restoration, Applied Microbial Remediation
- NAERMC Certified and Trained Supervisors and Restoration Technicians
- Applied Structural Drying
- OSHA Safety Training
- Cloud-based Mobile App Documentation and Record Keeping Software
- Xactimate Estimating
- Project Management
- Fire & Smoke Restoration
- Moisture Control
- Microbial/Mold Remediation
- Contents Manipulation/Pack-out
- Biohazard Sanitization
- Turn-key Large Loss Operating Procedures

Water Damage Mitigation

IICRC Standards – United Restoration upholds IICRC S500 protocols and procedures for Professional Water Damage Restoration.

Structural Drying – United Restoration uses state-of-the-art dehumidification and monitoring equipment, along with highly-trained personnel to provide effective results and eliminate environmental concerns.

Water Extraction – The immediate goal is to extract all standing water from the affected area to stabilize conditions and track hidden moisture to avoid mold issues and other water damage problems. Our team utilizes **FLIR** infrared technology to ensure effective detection of moisture.

Inspections – United Restoration will visit the jobsite each day to monitor drying efficiency; the project manager will maintain daily drying logs throughout the project to monitor psychrometric conditions.

Documentation – United Restoration's Mobile App allows moisture maps, photographs, and inspection reports to be recorded and distributed to The Agency to show the progress of each project.

Category 3 Water Protocols – United Restoration understands the health and safety concerns that Category 3 water losses entail. Dealing with a Category 3 Water Damage, United Restoration installs barriers to prevent cross contamination, and uses HEPA air scrubbers to clean ambient air. This is followed by sanitization, using plant-based anti-microbial chemicals.

Odor Control – United Restoration employs state-of-the-art dehumidification and air purifying equipment to help eliminate health and safety concerns associated with any disaster to combat odors. This includes the use of ozone treatment that requires strict OSHA guidelines compliance.

Bloodborne Pathogens – United Restoration requires any employee performing biohazard projects to be certified in Bloodborne Pathogens, as per OSHA 29CFR 1910.1030 standards.

Mold Remediation — United Restoration provides comprehensive mold and microbial remediation services which is a result of vast experience, strong leadership, and upholding the IICRC S520 (Standard and Reference Guide for Professional Mold Remediation).

Protocol – Once a specific protocol is developed for the project, United Restoration begins remediation by:

- Employing engineering controls, which includes containment barriers and HEPA-filtered negative air machines
- Removal and disposal of mold affected building materials
- Evaluation and cleaning of surfaces using plant-based anti-microbial products
- HEPA vacuuming
- Hydroxyl Generator
- Clearance Testing

Worker Safety – United Restoration requires all employees working on a mold remediation project to utilize personal protective equipment.

Fire & Smoke Damage Restoration

Protocol – United Restoration can respond to any fire and smoke damage emergency to provide smoke and soot cleanup.

- Smoke and Soot particulate removal to remove contaminants and odor
- Ozone deodorization to remove finite traces of soot that produce an odor.

Biohazard Emergency Response & Mitigation Process

United Restoration specializes in the decontamination, cleanup, removal and proper disposal of biohazards. United Restoration uses ecofriendly plant-based chemicals that have been tested and verified to clean and decontaminate biohazards.

For cleaning and decontaminating biohazards on hard surfaced objects, roadways, fixtures and infrastructure, United Restoration's process includes an application of antimicrobial and peroxide solutions that completely eliminates the biohazard, as opposed to just a surface cleaning. The treatment is followed with a decontamination solution that kills any bacteria, virus, or potentially dangerous contaminants in the feces, urine, vomit, or blood thus reducing the risks associated with the

cleanup and handling of the biohazard, while also decontaminating the surface. Once the biohazard has been removed, a third chemical is used to fully clean the decontaminated surface. Finally, a fourth chemical acts as a polisher and degreaser to fully remove any remnants of the chemicals, leaving the surface clean and free of threat to health and safety.

United Restoration's objective and duty is to fully decontaminate, clean and properly dispose of all biohazards to ensure the health and safety of others. Extensive biohazard incidences require a defined process to remediate, cleanup, transport, and dispose of the waste. All cleanup work and disposal by United Restoration is done according to the protocols of the Florida Department of Health and OSHA.

Biohazardous Material Cleanup Services

United Restoration will remove, clean, and dispose of bio-hazardous material that include, but are not limited to human feces, animal feces, filth, dead animals, and chemical spills. United Restoration will provide crime scene clean up services that include, but are not limited to homicides, suicides, unattended deaths, self-inflicted wounds, accidents, and Fentanyl clean up. Police vehicles will be cleaned and sanitized. Services may include, but are not limited to, cleaning blood or other body materials from carpet, walls, floors, or other surfaces. Items that cannot be cleaned need to be completely removed from the scene and disposed of in an appropriate manner. Repair of building walls, floors, ceilings, etc. may be necessary.

Summary of United Restoration's Capabilities

- Fire and smoke damage restoration.
- Water damage mitigation and restoration
- HEPA Filters used when cleaning.
- Perform light demolition work as required.
- Ability to pressure wash and apply mold inhibitors as required.
- Ability to decontaminate, clean and deodorize building contents.
- Ability to clean air ducts.
- Ability to clean and deodorize carpets.
- Emergency board-up services.
- Water extraction, dehumidification and structural drying services.
- Regular business hours are Monday through Saturday from 8:00 a.m. until 5:00 p.m.
- Emergency services offered seven days a week in addition to regular business hours.
- Ability to respond to the initial call for services promptly, no later than ten minutes after the call, with a verbal confirmation of the estimated time of arrival at the location
- Ability to effectively and efficiently clean carpet and other surfaces that are soiled with category II and III water.
- Ability to supervise and/or direct all contracted services performed by its employees, agents and subcontractors, while remaining solely responsible for all means, methods, techniques, safety and other procedures.
- Licensed by the State of Florida to provide all required services.
- United Restoration has adequate equipment and supplies needed to complete the scope of

- work in an effective and safe manner including adequate protection from all diseases.
- United Restoration is able to comply with all Federal Occupational Safety and Health Administration (OSHA) regulations and all other Federal, State, or City applicable safety and health rules and regulations.
 - Employees wear a company identification badge while providing services on site.
 - United Restoration understands the importance of discretion when it comes to our clients and the type of work we perform for them. To that end, all of our employees will maintain confidentiality at all times.
 - Ability to comply with the training and record keeping regulations of OSHA regarding Blood Borne Pathogens, Hazard Communications and Personal Protective Equipment.
 - All employees that will provide cleanup services have received all required training.
 - Posting warnings of risks and hazards as necessary to protect the public, students and Agency personnel from work areas.
 - Provide environmental remediation as needed for biohazard sanitization needs with OSHA certified workers.
 - Removal of health and safety threats in the indoor air
 - United Restoration will employ and maintain on the work site at all times a qualified Supervisor(s) who shall have full authority to act on behalf of United Restoration, and all communications given to the supervisor in writing by the Agency's Authorized Representative shall be as binding as if given to United Restoration.
 - United Restoration will provide an immediate response team that will be available to stage on site before, during, or after an emergency, if requested.

Functional Examples of our Team / Manpower

Medical Facility / Surgical Center: United Restoration received a call from a surgical center at 6:00 AM requesting emergency response for a flood that resulted from a failed fire sprinkler system in their surgical facility in Broward County. In addition to a water damage, the entire surgical center was now infected with dirty water and bacterial mold growth.

Within 20 minutes, United Restoration arrived on the scene, with a crew of 10 and a fleet of equipment to perform a dry out and begin cleaning up any biohazard concerns. The center – an advanced surgical facility with 5 operating rooms, preoperative and postoperative care units and millions of dollars in medical technology – was completely flooded, and United Restoration had the task of facilitating all the procedures necessary to mitigate, sanitize, and return the facility to normal operations by the following week. United Restoration delivered on its promise to return the facility to its pre-loss condition, with due regard for the requirements of working in a sterile environment and employing humidity controls to protect medical equipment. United Restoration quickly extracted all the water, removed baseboards to preserve the drywall and facilitate proper drying, and successfully cleaned up all biohazards to a level satisfactory for a sterile operating room environment. Following water damage mitigation, United Restoration thoroughly sanitized and fogged every surface of the facility with a plant-based anti-microbial agent, employed HEPA air scrubbers to manage the indoor air quality, and removed all equipment in time for the first scheduled surgery of the day. This was all performed in less than 3 days.

Team Formation: Based on initial phone call with client, United Restoration formed a team of supervisors and technicians based on the size of the project, and type of damage. Disaster Restoration Vehicles were checked to ensure that all necessary and foreseeable materials were in the vehicles. Team was deployed to site, with Supervisor overseeing the project from beginning to end, including disposal.

Community Church: United Restoration received a call from a church after a fire engulfed the entire building in flames. The building, nearly destroyed by fire and smoke damage, as well as water damage following the fire department's response, was successfully restored by United Restoration. United Restoration began by drying out the building, removing fire and smoke damaged building materials, and employing odor elimination processes.

Team Formation: Based on initial phone call with client, United Restoration formed a team of supervisors and technicians based on the size of the project, and type of damage. Disaster Restoration Vehicles were checked to ensure that all necessary and foreseeable materials were in the vehicles. Team was deployed to site, with Supervisor overseeing the project from beginning to end, including disposal.

Bus Terminal: Following an arson event at a local government's business terminal, United Restoration responded to the site and successfully remediated all fire and smoke damage from the restroom. This included employing odor elimination processes to remove the smell of fire and smoke.

Team Formation: Based on initial phone call with client, United Restoration formed a team of supervisors and technicians based on the size of the project, and type of damage. Disaster Restoration Vehicles were checked to ensure that all necessary and foreseeable materials were in the vehicles. Team was deployed to site, with Supervisor overseeing the project from beginning to end, including disposal.



As an IICRC Certified Firm, United Restoration is required to have an IICRC-certified technician present on all job sites. The assigned technician(s) must be certified in all categories of services being performed on the job site for which IICRC offers certification and must perform or supervise the job site work.

All Supervisors and Technicians at United Restoration understand the principles of water damage restoration, microbial remediation, and fire & smoke damage restoration as per **IICRC, NAERMC, and State of Florida standards**. Additionally, all Supervisors and Technicians at United Restoration maintain familiarity with the equipment and supplies necessary to conduct water damage restoration, microbial remediation, and fire & smoke damage restoration, and with the methods for calibration and operation of such equipment.

All Supervisors and Technicians at United Restoration appreciate safety hazards presented by water damage restoration, microbial remediation, and fire & smoke damage restoration, and follow the procedures and protocols necessary to protect building occupants and themselves from such hazards, including following safety regulations, employing safe work practices, and using personal protective equipment appropriately.

Our team recognizes the legal and liability issues surrounding biohazardous cleanup, and as such, our team is capable of assisting The Agency personnel in following effective sanitization and cleanup procedures after an event, as well as completion procedures designed to return the property or area to its pre-event condition.

United Restoration's team conducts remediation projects according to the appropriate specifications and scope of work, while maintaining thorough project documentation throughout every step of the remediation and restoration process. This includes work logs, digital photographs, and regularly updating the relevant Agency contact.

The requirements of our staff to work on any of the Agency's projects will include prior experience working on water damage restoration, microbial remediation, and fire & smoke damage restoration, upholding IICRC standards, and passing background checks. All United Restoration staff are required to remain drug-free.

It is mandatory that all employees of United Restoration maintain proper identification, and company uniform, at all times while performing work for any client. It is United Restoration's company policy for all employees to possess picture IDs and wear company uniforms while working on the Agency's property.

The knowledge of the inner operations and priorities of a local government makes United Restoration a strong, reliable partner for The City of Fort Lauderdale.

Quality Control Program

Quality Control Program, Project Tracking and Sample Log

- United Restoration utilizes an in-house quality control plan to ensure processes, equipment and procedures are extensively monitored on an ongoing basis to provide our clients the best service, with an eye towards exceeding industry standards.
- Documentation is vital to providing up-to-date progress reports and communications to The City of Fort Lauderdale. As such, United Restoration is committed to providing The City of Fort Lauderdale with daily logs, pictures, psychrometric reports and project updates.
- United Restoration extensively cleans all equipment after use.
- United Restoration's staff is continuously trained to comply with local, federal, OSHA, IICRC and NAERMC standards.
- United Restoration strictly complies with all industry standards as well as local, state and federal regulations.
- United Restoration maintains up-to-date certifications, licensing and insurance coverage.
- To ensure compliance with the contract requirements, United Restoration's Account Manager for all of The City of Fort Lauderdale will continuously review all of The City of Fort Lauderdale's requirements and scope of work with the assigned Field Supervisor for the specified project.
- United Restoration's CEO employs a hands-on approach to managing his team, often visiting the site and ensuring that all employees are upholding the highest standards of performance.
- Every employee that sets foot onto a project for The City of Fort Lauderdale under this RFP will be required to submit a daily work log at the end of the day, as well as upload photographs and other relevant documentation to the company's Secured Mobile App.

United Restoration's Internal Step-by-Step Approach to Quality Control with The City of Fort Lauderdale

Introductory Meeting with United Restoration Staff

- Brief description of project and project requirements.

Staffing Structure / Personnel Qualifications

- Designate a Supervisor to oversee quality control of the assigned project. Document the name, authority, relevant experience, and qualifications of person with overall responsibility for quality control.

Inspection / Control Procedures

- Review all contract requirements.
- Ensure compliance of component material to the contract requirements.
- Ensure capability of equipment and personnel to comply with the contract requirements.
- Review contract requirements with personnel who will perform the work.
- Establish standards of workmanship/services.
- Establish detailed testing schedule.
- Conduct intermittent or continuous inspection during project to identify and correct deficiencies.
- Provide feedback and system changes to prevent repeated deficiencies.

Manufactured Materials

- Verify that manufactured materials comply with the requirements of the contract.

Records and Documentation

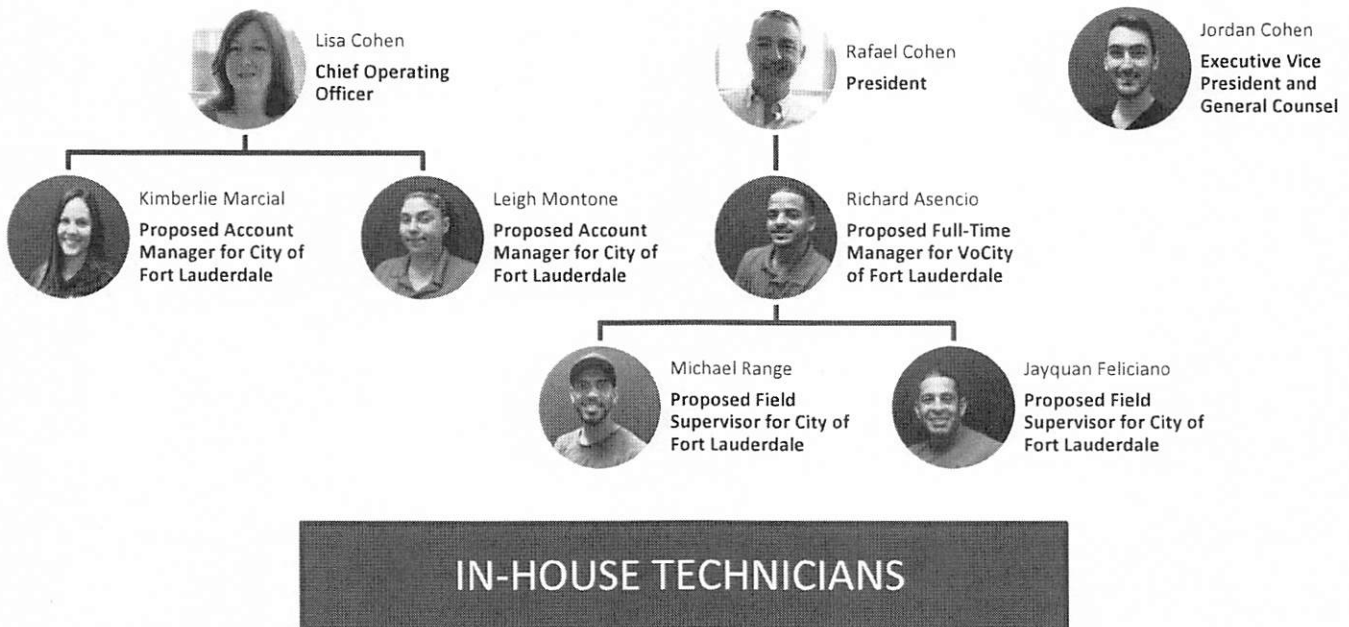
- List the records to be maintained.

PAST AND PRESENT CLIENTS INCLUDE:

- City of Fort Lauderdale
- Broward County
- Miami-Dade County
- City of Coral Springs
- Broward County Sheriff's Office
- Florida Department of Corrections
- Florida Department of Juvenile Justice
- City of Fort Myers
- Nova Southeastern University
- Miami-Dade College
- Broward College
- Flagler County
- Osceola County
- Palm Beach County
- School District of Palm Beach County

A person wearing a white protective suit, mask, and gloves is using a spray wand to apply a substance to a wall. The person is positioned on the left side of the frame, and the spray wand is extended towards the right. The background is a plain, light-colored wall.

RESOURCES

Organizational Chart**INDIVIDUALS THAT MAY PERFORM WORK UNDER THE CONTRACT (LIST)**

- | | |
|-----------------------|----------------------|
| 1. Rafael Cohen | 11. Patrick Bradshaw |
| 2. Jordan M. Cohen | 12. Maze Mortimor |
| 3. Lisa Cohen | 13. Steve Hooker |
| 4. Kimberlie Marcial | 14. Fidel Perez |
| 5. Leigh Montone | 15. Shawn Concepcion |
| 6. Christopher Connor | 16. Dey Gutierrez |
| 7. Richard Asencio | 17. Trevor Mason |
| 8. Jayquan Feliciano | 18. Jacob Wilson |
| 9. Michael Range | 19. Isaac Perez |
| 10. Stephanie Campos | |

Unlike other firms, United Restoration's workforce consists entirely of highly trained in-house employees

Equipment and Resources

United Restoration has invested substantially in state-of-the-art equipment and is ready to respond to any large-scale catastrophic event, 24/7/365. United Restoration's vast resources are prioritized for our Priority Response clients—which The City of Fort Lauderdale will be classified as under this contract.

Air Compressors	9
Air Movers	287
Air Scrubbers	240
Axial Fans/Industrial Fans	120
Dehumidification Units	134
Extraction Units	5
ULV Foggers	20
Generators	15
HEPA Air Filtration Units	240
HEPA Vacuums	12
Hydroxyl Deodorization Systems	5
Injectidry Units	287
Flood Pumpers	5
Moisture Meters	7
Negative Air Machines	240
Ozone Generators	5
Particle Counters	1
Steamatic Extraction System / Truck-Mounted Water Extractor	1
Thermohydrometers	4
Van – Cargo	11
Florida Dept. of Health Licensed Biohazard Waste Vehicle	1
Washer – High Pressure	7

Service Vehicles are stocked with all necessary equipment, tools, and supplies needed for immediate response to a loss. Furthermore, United Restoration has partnerships with several large equipment and supply firms throughout Florida, allow fast and cost-effective access to equipment if needed.

Additional Industry-specific Cleaning Supplies:

Personal Protective Devices – Respirators
 Personal Protective Devices – Tyvek Coveralls
 Biohazard Waste Containers
 Traditional Cleaning Supplies: mops, buckets, spray bottles, sponges, brushes, etc.
 Hospital-grade disinfectants
 Industrial-strength deodorizers
 No-touch cleaning system (to clean microbial-coated surfaces from a safe distance—includes heavy-duty sprayer, long scrubbing brush, wet vacuum)
 Steam Injection Machine

QUALIFICATIONS FOR HVAC SYSTEM CLEANING

Air Duct Aseptics – United Restoration's HVAC Subcontractor

E. Qualifications/Requirements for HVAC System Cleaning

1. Hold a valid Certificate of Competency for unlimited air conditioning work and/or a State of Florida Air Conditioning Contractors License.
2. Minimum five (5) years' experience in Heating, Ventilation and Air Conditioning (HVAC) work. Provide list of similar projects and contacts.
3. Provide pre and post Quality Control Assurance protocols for the HVAC work prior to start of work.
4. Have a minimum of one (1) Air System Cleaning Specialist (ASCS) certified by NADCA on a full-time basis, or have staff certified by a nationally recognized certification program and organization dedicated to the cleaning of HVAC systems.
5. Supervisor Qualifications: A person certified, as an ASCS by NADCA or maintaining an equivalent certification by a nationally recognized program and organization, shall be responsible for the total work herein specified.
6. Contractor shall provide a list of employees that will perform work on City property as part of the contract indicating supervisory or staff status, number of years' experience and certifications possessed by each. Proof of certifications shall be provided with the list. List of employees and proof of certifications must be provided prior to award.

PLEASE SEE BELOW



American Council for Accredited Certification

hereby certifies that

Petrina Tebor

has met all the specific standards and qualifications of the re-certification process,
 including continued professional development, and is hereby re-certified as a

CIE

**Council-certified
Indoor Environmentalist**

This certificate expires on June 30, 2022.

Charles F. Wiles

Charles F. Wiles, Executive Director

00416

Certificate Number

This certificate remains the property of the American Council for Accredited Certification.



American Council for Accredited Certification

hereby certifies that

Michael Tebor

has met all the specific standards and qualifications of the re-certification process,
including continued professional development, and is hereby re-certified as a

CMR

Council-certified
Microbial Remediator

This certificate expires on June 30, 2021.

A handwritten signature in cursive script, appearing to read 'Charles F. Wiles'.

Charles F. Wiles, Executive Director

00566

Certificate Number

This certificate remains the property of the American Council for Accredited Certification.





American Council for Accredited Certification

hereby certifies that

Michael F. Tebor

has met all the specific standards and qualifications of the re-certification process,
including continued professional development, and is hereby re-certified as a

CMC

Council-certified
Microbial Consultant

This certificate expires on August 31, 2021

A handwritten signature in cursive script, reading "Charles F. Wiles".

Charles F. Wiles, Executive Director

0706015

Certificate Number

This certificate remains the property of the American Council for Accredited Certification.



American Council for Accredited Certification

hereby certifies that

Michael F. Tebor

has met all the specific standards and qualifications of the re-certification process,
including continued professional development, and is hereby re-certified as a

CIEC

Council-certified
Indoor Environmental Consultant

This certificate expires on June 30, 2022.

A handwritten signature in cursive script, reading "Charles F. Wiles".

Charles F. Wiles, Executive Director

0605029

Certificate Number

This certificate remains the property of the American Council for Accredited Certification.

Minimum 5 Years' Experience on Similar Projects**CONFIDENTIAL****Florida Health Care Facility Experience
Contact Names and Numbers**

Facility	Scope of Services
Palm Beach Gardens Medical Center Palm Beach Gardens, Florida Contact: Michael Murphy Phone: 561-694-7155 Dates: 2019 to present	HVAC Components Cleaning HVAC Ductwork Cleaning
Broward General Medical Center Fort Lauderdale, Florida Contact: Larry Harrell Phone: 954-355-5770 Dates: 1995 – present	HVAC Components Cleaning AHU refurbishing
Delray Beach Medical Center Delray Beach, Florida Contact: Pat Gray Phone: 561-436-5510 Dates: 2015 to present	HVAC Components Cleaning AHU refurbishment HVAC Ductwork Cleaning
Citrus Memorial Hospital Inverness, Florida Contact: Robert Samons Phone: 352-400-5774 Dates: 2015 to present	HVAC Components Cleaning
VA Medical Center West Palm Beach, Florida Contact: John Giacobba, Cedars Electro Phone: 561-588-4088 Dates: 2019 to present	HVAC Components Cleaning HVAC Ductwork Cleaning
Mercy Hospital Miami, Florida Contact: John Barron, WRNash, Inc. Phone: 305-885-8155 Dates: 2018 to 2019	HVAC Components Cleaning HVAC Ductwork Cleaning



List of commercial references for HVAC Systems Cleaning
April 13, 2020

Company Name: Broward Health
 Location: Fort Lauderdale, FL
 Length of Relationship: September 2003 - Present
 Contract Amount: \$510,308 to date
 Contact: Larry Harrell
 Title: Director of Facilities Management
 Telephone: 954-355-4894

Company Name: JM Family Enterprises
 Location: Various locations, Broward County, FL
 Length of Relationship: Jan 2011 - present
 Contract Amount: \$428,388 to date
 Contact: Lynn Williams
 Title: Risk Management
 Telephone: 954-621-6864

Company Name: AMC Tamiami 18 -Whiting Turner Contracting Company
 Location: Miami, FL
 Length of Relationship: December 2015 – May 2016
 Contract Amount: \$206,760
 Contact: Troy Green
 Title: Project Engineer
 Telephone: 813-601-5566

Company Name: Embassy Suites – Boca Raton Falcon Hotels
 Location: Boca Raton, FL
 Length of Relationship: February 2016 – present
 Contract Amount: \$559,011 + \$163,490 in change orders requested by client
 Contact: Dan Schauer, Geosyntech
 Title: Senior Project Engineer
 Telephone: 561-922-1040

Pre and Post Quality Control Assurance Protocols for HVAC Work Prior to Start of Work

As an NADCA certified HVAC contractor, Air Duct Aseptics follows all pre and post quality control assurance protocols recommended by NADCA. This includes the following:

- Determine the preliminary state of HVAC system component cleanliness.
- Understanding what impact the inspection process may have on the building environment and its occupants.
- Reviewing HVAC plans, building plans, and the layout of the building to understand the scope of work better, while also employing the building floor plan and mechanical plans during the inspection, cleaning and restoration work.
- Employing appropriate environmental engineering controls to ensure that there is minimal disturbance of settled particulate to manage the general workspace environment.
- Performing HVAC System Component Inspections—this includes supply air ducts, return air ducts, VAV boxes, fan powered terminal boxes, and mixing boxes. If inspection is being conducted as part of a mold remediation project, then all components of the HVAC system will be inspected.
- Air-Handling Unit Inspection including the filters and air bypass, heating and cooling coils, condensate pans, condensate drain lines, humidification systems, acoustic insulation, fans and fan compartments, dampers, door gaskets, and general unit integrity.
- Supply Air Duct Inspection, including air ducts, mixing boxes, VAV boxes, fan powered terminal boxes, reheat coils, and all other associated components.
- Return Air Duct Inspections, including return components such as return air ducts, dampers, return plenums, and all other associated components.
- Exhaust Air Duct Inspections, including the general exhaust, bathroom exhaust, and heat recovery exhaust.
- Damaged Component Inspection will identify damaged or unsafe components. These will be documented.
- Inspection for Mold Contamination
- System Component Assessment

ASCS Certified Full-Time Person(s) / Supervisor Qualifications



List of Employees that will perform work on City Property**Listing of Staff and Equipment
1/1/2021****STAFFING TO PERFORM AND SUPERVISE WORK**

Michael Tebor	Operations / Commercial	ASCS / VSMR / CVI	30 years
Gregg McGee	Operations / Commercial	ASCS / VSMR / CVI	30 years
Charles Tino	Operations / Commercial	ASCS / VSMR	26 years
Shaun Socolove	HVAC Technician	VMT / EPA	5 years
Gregory Petiotte	Commercial Crew Leader	VMT	5 years
Bernard Vixamar	Commercial Crew Leader	VMT	4 years
Timothy Selg	Residential Crew Leader	VMT	4 years
Nicholas Marat	Residential Crew Leader	VMT	3 years
Darious Jackson	Crew Member	VMT	2 years
Matheus Pontes	Crew Member		1 year

VEHICLES TO PERFORM WORK (NOT ESTIMATING VEHICLES)

#40	Box truck
#41	Pick up truck
#43	Cargo van
#44	Cargo van
#45	Cargo van
#46	Cargo van
#48	Box truck
#49	Cargo truck



Listing of Staff and Equipment 1/1/2021

EQUIPMENT

- HEPA AIRE 2500 negative air machines
Equipped with HEPA filtration (removal of 99.97% of all particles greater than 0.3 micrometer)
Quantity 15
- AIRE SWEEP air compressors
Quantity 15
- HEPA AIRE 4500 negative air machines
Equipped with HEPA filtration (removal of 99.97% of all particles greater than 0.3 micrometer)
Quantity 3
- NIKRO HEPA vacuums
Equipped with HEPA filtration (removal of 99.97% of all particles greater than 0.3 micrometer)
Quantity 15
- Forward air sweep hoses
Quantity 15+
- Reverse air sweep hoses
Quantity 15+
- Compressed air hoses
Quantity 100+
- DuctPro Power Whips
Quantity 15+
- VSI flexible cables with nylon / carbide tips (4", 6", 8", 10", 12", 14")
Quantity 100+
- Step ladders of various heights
Quantity 50+
- Extension ladders of various heights (if required)
Quantity 20+

United Restoration

Item: **Laborer Technician Regular Time**

Attachments

bt_receipt_FF_SoN62zWtz5.pdf.pdf

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021**DBA:**
Business Name: UNITED RESTORATION OF FL LLC**Receipt #:** 325-266019
Business Type: CLEANING/JANITORIAL (PRESSURE WASHING)**Owner Name:** RAFAEL COHEN
Business Location: 2520 N POWERLINE RD STE 304
POMPANO BEACH
Business Phone: 9549798500**Business Opened:** 04/09/2013
State/County/Cert/Reg:
Exemption Code:**Rooms** **Seats** **Employees** **Machines** **Professionals**
1

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:UNITED RESTORATION OF FL LLC
2520 N POWERLINE RD STE 304
POMPANO BEACH, FL 33069**Receipt #** WWW-19-00190615
Paid 07/02/2020 33.00**2020 - 2021****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021**DBA:**
Business Name: UNITED RESTORATION OF FL LLC**Receipt #:** 325-266019
Business Type: CLEANING/JANITORIAL (PRESSURE WASHING)**Owner Name:** RAFAEL COHEN
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Business Phone: 9549798500**Business Opened:** 04/09/2013
State/County/Cert/Reg:
Exemption Code:**Rooms** **Seats** **Employees** **Machines** **Professionals**
1

For Vending Business Only						
Number of Machines:			Vending Type:			
Signature	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost
	33.00	0.00	0.00	0.00	0.00	0.00
						33.00

Receipt # WWW-19-00190615
Paid 07/02/2020 33.00
CAM 21-0384
Exhibit 3
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**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 to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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 (2019), as may be amended or revised. As to any contract for goods or services of any amount and as 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 (2019), 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 (2019), 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 (2019), 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 (2019), as may be amended or revised.

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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.

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- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

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

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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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.

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- 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, 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.

QUESTIONNAIRE

**Bidder certifies the truth and accuracy of all statements and the answers contained herein.
Failure to answer each question could result in the disqualification of your bid.**

1. Provide complete information of five references for which you have performed similar services.

Company name: City of Fort Lauderdale
Address: 1350 W Broward Blvd Fort Lauderdale, FL 33312
Contact Name: Corey Callier
Telephone Number: 954-828-5873

Company name: Broward County Board of County Commissioners
Address: 115 S Andrews Ave.
Contact Name: Dr. Tom Gibson
Telephone Number: 954-295-5268

Company name: JAFCO
Address: 4200 N University Drive Sunrise, FL 33351
Contact Name: Sarah Franco
Telephone Number: 954-749-7230

Company name: Miami Dade County
Address: 111 NW 1st Street, 24th Floor, Miami, FL 33128
Contact Name: Sally Contreras
Telephone Number: 305-375-3985

Company name: United Surgical Partners
Address: 7261 Sheridan St. Hollywood, FL 33024
Contact Name: Ken Herringer
Telephone Number: 954-322-4222

2. Number of years experience you have had in providing similar services.
15
3. Have you ever failed to complete work awarded to you? If so, where and why?
Yes ☐ No ☒
4. Will you use a subcontractor for HVAC items of work?
Yes ☒ No ☐
5. If you answered yes to Number 4, have you included the name and qualifications of your HVAC subcontractor with your bid submittal?
Yes ☒ No ☐
6. Have you included copies of all appropriate licenses/Certifications with your bid submittal?
Yes ☒ No ☐

7. Have you included a list of employees along with their number of years' experience and certifications for each?
Yes ☒ No ☐
8. Have you included proof of insurance, including General Liability, Auto Liability and Worker's Compensation with your bid submittal?
- | | | |
|-------------------|---|-----------------------------|
| General Liability | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Auto Liability | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Worker's Comp | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

The bidder understands that the information contained in these bid pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the bidder to be true. The bidder agrees to furnish such additional information, prior to acceptance of any contract relating to the qualifications of the bidder, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. **Failure to answer each question could result in the disqualification of your bid.**

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

NAME**RELATIONSHIPS**

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

Jordan Cohen

Executive Vice President and General Counsel

Authorized Signature

Title

Jordan Cohen

2/25/21

Name (Printed)

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. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
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.

Jordan Cohen
Authorized Signature

Jordan Cohen; Executive Vice President and General Counsel
Print Name and Title

2/25/21
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 bid/proposal, 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_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

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 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) | Business Name | 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 <u>and</u> 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. |
| (2) | Business Name | 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 <u>or</u> 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. |
| (3) | United Restoration of FL, LLC
Business Name | 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. |
| (4) | Business Name | 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. |
| (5) | Business Name | 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. |
| (6) | Business Name | 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. |

BIDDER'S COMPANY: **United Restoration of FL LLC**

AUTHORIZED PERSON:	COMPANY	Jordan Cohen	Jordan Cohen; Executive Vice President and General Counsel
		PRINTED NAME	TITLE
SIGNATURE:	Jordan Cohen	DATE:	2/25/21

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 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.

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

United Restoration of FL, LLC
Company Name

Jordan Cohen
Name (Printed)

2/25/21

Date

Jordan Cohen
Signature

**Executive Vice President and General
Counsel**
Title

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **Bid #12502-513**

Project Description: **Water Extraction and Remediation of Water Damage and Mold Impact Services**

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: **United Restoration of FL, LLC**

Authorized Company Person's Signature: **Jordan Cohen**

Authorized Company Person's Title: **Water Extraction and Remediation of Water Damage and Mold Impact Services**

Date: **2/25/21**

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com 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) **United Restoration of FL, LLC** (Optional): **45-2056953**

Address: **2520 N Powerline Rd. Ste. 304**

City: **Pompano Beach** State: **FL** Zip: **33069**

Telephone No.: **954-979-8500** FAX No.: **954-979-8599** Email: **jordan@uroffl.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **Immediate**

Total Bid Discount (section 1.05 of General Conditions): **0%**

Check box if your firm qualifies for MBE / SBE / WBE (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>
N/A	N/A				

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. **You must also click the "Take Exception" button.**

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:

Jordan Cohen
Name (printed)

2/25/21
Date

Jordan Cohen
Signature

Executive Vice President and General Counsel
Title

Revised 4/28/2020



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: April 30, 2021

11 5/13/2021

DOCUMENT TITLE: **MOTION APPROVING PURCHASE OF WATER EXTRACTION AND REMEDIATION OF WATER DAMAGE AND MOLD IMPACT SERVICES – UNITED RESTORATION OF FL, LLC - \$342,255 – (COMMISSION DISTRICTS 1, 2, 3 AND 4)**

COMM. MTG. DATE: 05.04.21 CAM #: 21-0384 ITEM #: CP-3 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Jen Allen x5036 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.

1) Dept: FINANCE Router Name/Ext: Claudelle R. # of originals routed: 1 Date to CAO: 5.5.2021

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: 5.10.2021

TANIA M. AMAR
Attorney's Name

TMA
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 5/10/2021

4) City Manager's Office: CMO LOG #: May 25 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith _____ (Initial/Date) PER ACM: G. Chavarria _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO Date: 5-13-21

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Forward 1 originals to CAO for FINAL APPROVAL Date: 5/13/2021

7) CAO forwards _____ originals to CCO Date: _____

8) City Clerk: Scan original and forward 1 original to: CLAUDELLE R.

Attach _____ certified Reso # _____ ☐ YES ☐ NO

Original Route form to Jen Allen./CAO

TM21-0526

Rev. 9/9/2020